CITY COUNCIL AGENDA

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

REGULAR MEETING
September 8, 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 11, 2008
b. Regular Meeting of August 11, 2008
c. Regular Meeting of August 18, 2008

b. SPECIAL EVENT LIQUOR LICENSE - SOUTHWEST HISPANIC CULTURE - FIESTAS PATRIAS

The City Council will consider a request for a special event liquor license submitted by Ms. Eva Olivas on behalf of the Southwest Hispanic Culture Association for Fiestas Patrias, an event to be held in conjunction with Worldfest from September 19 through Sunday, September 21, 2008 at Festival Fields. The Council will take appropriate action.

c. SPECIAL EVENT LIQUOR LICENSE - FRIENDS OF THE LIBRARY - WORLDFEST

City Council will consider a request for a special event liquor license from Ms. Lynn Trochleman on behalf of the Friends of the Library for a fundraiser event to be held in conjunction with the City's Worldfest event scheduled for Saturday, September 20, 2008 at the Avondale Civic Center. The Council will take appropriate action.

d. SPECIAL EVENT LIQUOR LICENSE - SOUTHWEST HISPANIC CULTURE ASSOCIATION - BILLY MOORE HERITAGE DAYS

City Council will consider a request for a special event liquor license from Ms. Eva Olivas on behalf of the Southwest Hispanic Culture Association, P.O. Box 1744 in Avondale, to be used in conjunction with Billy Moore Western Heritage Days on October 24, 25 and 26, 2008 at Festival Fields, 101 East Lower Buckeye Road. The Council will take appropriate action.

e. LIQUOR LICENSE – EEST BISTRO

City Council will consider a request from Mr. Henry Tran for a Series 16 (State Series 12) Restaurant License to sell all spirituous liquors at Eest Bistro, 3145 N. Dysart Road, #C102. The Council will take appropriate action.

f. TIME EXTENSION FOR FLEMING FARMS PAD ZONING (ZE-08-2)

City Council will consider a request from Matt Butcher on behalf of Evergreen DevCo to extend the period allowed for commencement of development within the Fleming Farms PAD, 67 acres of land located at the southwest corner of Avondale Boulevard and Lower Buckeye Road, until September 2, 2009. The Council will take appropriate action.

g. AWARD OF A UNIFORM SERVICES CONTRACT

City Council will consider a request to award a contract to Unifirst Corporation to provide employee uniform services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KASTELCO CONCESSION, LLC

City Council will consider a request to approve an amendment to the professional services agreement between the City of Avondale and Kastelco Concession, LLC and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. MATERIALS PURCHASE CONTRACTS WITH VALMONT INDUSTRIES, CEM-TEC CORPORATION AND PHOENIX HIGHWAY PRODUCTS, INC.

City Council will consider a request to award Materials Purchase Contracts to Valmont Industries in the amount of $75,000, Cem-Tec Corporation in the amount of $75,000, and Phoenix Highway Products, Inc., in the amount of $125,000 to purchase traffic signal and streetlight equipment and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 2767-908 - AUTHORIZATION TO SUBMIT GRANT APPLICATION FOR LTAF II FUNDING

City council will consider a resolution authorizing the City to submit an application to receive 2009 Local Transportation Assistance Funds (LTAF II) in the amount of $135,456.84 and authorizing the Mayor or City Manager and City Clerk to execute all the necessary documents. The Council will take appropriate action.

k. RESOLUTION 2764-908 - DECLARING OFFICIAL INTENT FOR REIMBURSEMENT OF CAPITAL EXPENDITURES

The City Council will consider a resolution declaring official intent of the City to be reimbursed for capital expenditures that occurred prior to the issuance of debt, relating to the purchase of real property located at the northeast corner of Avondale Boulevard and Van Buren Street in the amount of $4.2M. The Council will take appropriate action.

l. RESOLUTION 2765-908 - IGA WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT FOR THE POLICE SRD PROGRAM

City Council will consider a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District and the City of Avondale to share the cost of providing a School Resource Detective (SRD) during the 2008/2009 school year at Agua Fria High School. The Council will take appropriate action.

m. RESOLUTION 2766-908 - AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR A TRAFFIC OPERATIONS CENTER AND STRATEGIC ITS PLAN

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation for the design of a Traffic Operations Center and the development of a strategic plan for the City's ITS Master Plan and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. RESOLUTION 2769-908 - DECLARING THE 2008 AMENDMENTS TO THE TAX CODE OF THE CITY OF AVONDALE A PUBLIC RECORD

City Council will consider a resolution declaring The 2008 Amendments to the Tax Code of the City of Avondale a Public Record. The Council will take appropriate action.

o. ORDINANCE 1327-908 - ADOPTING THE 2008 AMENDMENTS TO THE CITY TAX CODE

City Council will consider an ordinance relating to the Privilege License Tax and adopting the 2008 Amendments to the Tax Code of the City of Avondale by reference. The Council will take appropriate action.

p. ORDINANCE 1326-908 - ACCEPTING A PERMANENT SLOPE EASEMENT –TRAFFIC SIGNAL AT EL MIRAGE AND INDIAN SCHOOL

City Council will consider an ordinance accepting the dedication of a slope easement for the construction of a roadway embankment for El Mirage Road, and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation. The Council will take appropriate action.

q. RESOLUTION 2768-908 AND ORDINANCE 1325-908 - DECLARING AS A PUBLIC RECORD THE AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL PROPERTY MAINTENANCE CODE AND ADOPTING THE SAME

City Council will consider a resolution declaring as a public record the "Avondale Amendments to the 2006 International Property Maintenance Code, Amended and Restated September 8, 2008" and an ordinance adopting said amendments. The Council will take appropriate action.

4 NOMINATION TO THE ARIZONA CORPORATION COMMISSION ARIZONA POWER PLANT AND TRANSMISSION LINE SITTING COMMITTEE

City Council will consider Mayor Lopez Rogers' recommendation to forward the nomination of Councilmember Stephanie Karlin to the Arizona Power Plant and Transmission Line Sitting Committee of the Arizona Corporation Commission as a representative of an incorporated city or town. The Council will take appropriate action.

5 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding the Council's position regarding (a) possible water litigation settlement agreement (b) possible purchase of a water resources and (c) three potential economic development agreements; (ii) Ariz. Rev. Stat. § 38-431.03 (A)(3) for legal advice or consultation with the City's Attorney regarding zoning reversions; and (iii) Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the sale of real property.

6 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:
September 8, 2008

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - Southwest Hispanic Culture - Fiestas Patrias

MEETING DATE:
September 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request for a special event liquor license from Ms. Eva Olivas on behalf of the Southwest Hispanic Culture Association, P.O. Box 1744, Avondale, for the Fiestas Patrias event to be held in conunction with Worldfest on Friday, September 19, 2008 through Sunday, September 21, 2008.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Eva Olivas, on behalf of the Southwest Hispanic Culture Association, to be used in conjunction with the Fiestas Patrias celebration, to be held on September 19, 2008 through September 21, 2008 at Festival Fields.

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

1. The event will be open to the public
2. A background check of the organizer, Ms. Eva Olivas, revealed no contact with the Avondale Police Department
3. The event is a cultural event that will include cultural entertainment such as mariachis, dance performances, live bands, etc.
4. The Police Department has reviewed the security plan and two security personnel will be contracted to secure the interior of the designated fenced area
5. Beer will be sold at the event
6. Beer will be dispensed in disposable cups and cans
7. This is an annual event and the organizer obtains a special event liquor license every year. To date there have been no problems reported
8. Festival Fields is located in an area of light industrial use. All activities will be confined to the Park which is surrounded by A-1 (light industrial) and AG (agricultural). There are no potential problems due to the location of the park
9. The event will be held on Friday, September 19, 2008 from 5:00 p.m. to 12:00 a.m., Saturday, September 20, 2008 from 12:00 p.m. to 12:00 a.m., and Sunday, September 21, 2008 from 12:00 p.m. to 10:00 p.m.
10. The City of Avondale will be providing sanitary facilities (portable toilets) for the event.
11. Zoning is A-1 General Industrial. The Development Services Department has indicated that the proposed use will not result in incompatible land uses
12. The anticipated total daily attendance is 1,000 on Friday and 1,000 on Saturday and Sunday with a peak daily attendance of 1,500 on Saturday and Sunday

13. Two “EAW” KF 300 speakers and power station console will be used for the amplification of music
14. Traffic control measures will include restricted parking along Lower Buckeye Road and offsite parking on 4th Street property with shuttle service to Festival Fields.

RECOMMENDATION:

Staff recommends that the City Council approve a special event liquor license for the Southwest Hispanic Culture Association for Fiestas Patrias to be held in conjunction with Worldfest on Friday, September 19, 2008 through Sunday, September 21, 2008 at Festival Fields.

ATTACHMENTS:

Click to download

- State Application
- Comments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Southwest Hispanic Cultural Association
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0968118
3. The organization is a: (check one box only)
   - ☒ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? Cultural event + fundraiser
5. Location of the event: Festival Fields 101 E. Lower Buckeye Avondale Maricopa 85323
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. **Applicant:** Olivas Eva Ordonez
   Last | First | Middle
7. Applicant's Mailing Address: P.O. Box 1744 Avondale AZ 85323
   Street | City | State | Zip
8. Phone Numbers: (602) 826-8333 (602) 826-8333 ( )
   Site Owner # | Applicant's Business # | Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	Sept. 19, 2008	Friday	5:00 PM	12:00AM
Day 2:	Sept. 20, 2008	Saturday	12:00 PM	12:00 AM
Day 3:	Sept 21, 2008	Sunday	12:00 PM	10:00 PM
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 6 days this year, including this event (not to exceed 10 days per year).

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

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Southwest Hispanic Cultural Association 100 %
Percentage

Address PO Box 1744 Avondale AZ 85323

Name _____ _____
Percentage

Address _____

(Attach additional sheet if necessary)

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

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

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

____ # Police ☒ Fencing
2 # Security personnel ☐ Barriers

special event fencing to provide a beer area
Contracted security

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

_____ ( ) _____
Name of Business Phone Number

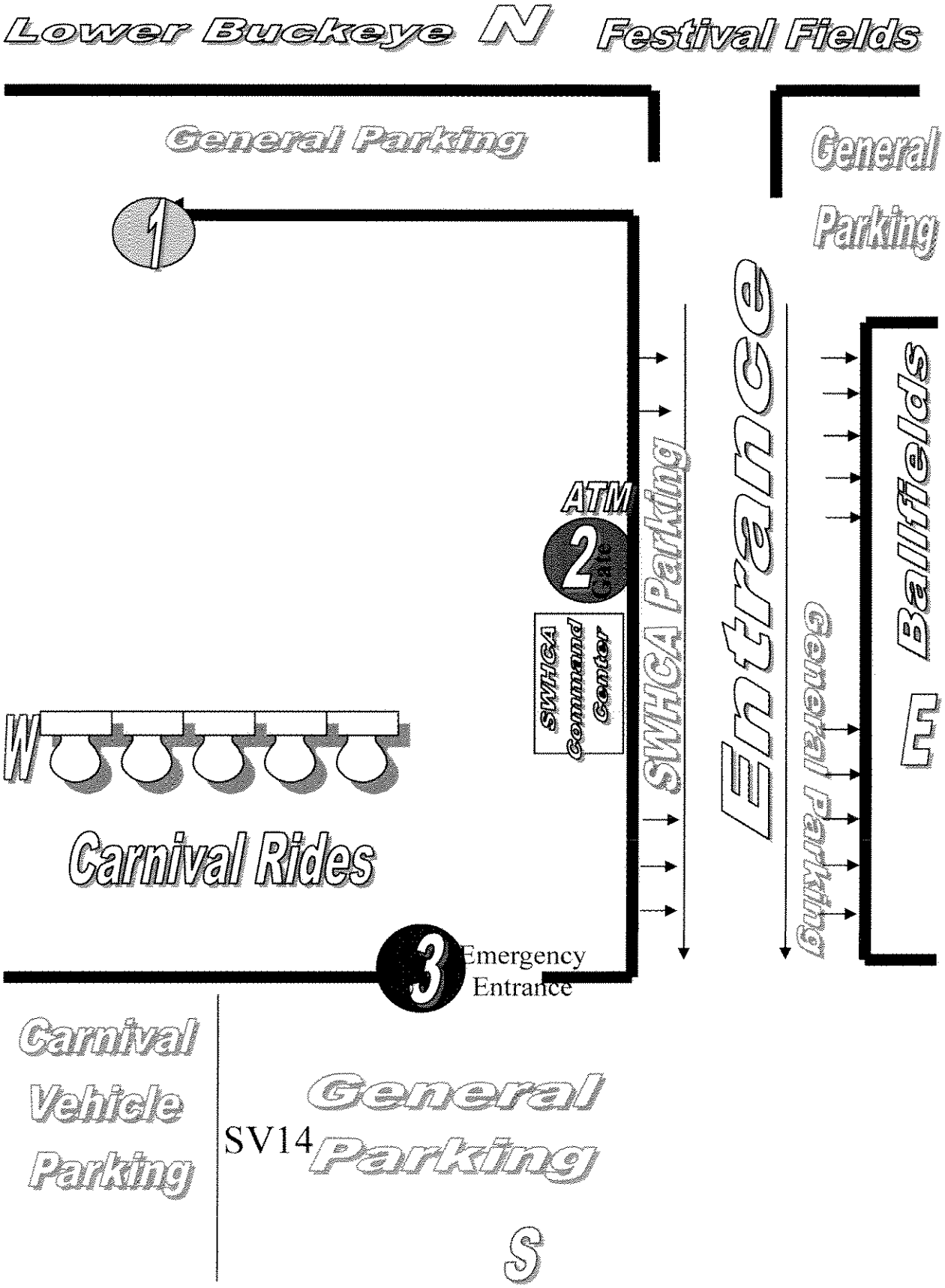
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades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

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

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

N↑

Please see the following page...


Lower Buckeye
N
Festival Fields
General Parking
1
General Parking
Entrance
SWHGA Parking
ATM
2
SWHGA Command Center
General Parking
Ballfields
E
W
Carnival Rides
3
Emergency Entrance
Carnival Vehicle Parking
SV14
General Parking
S

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

18. I, Eva Ordonez Olivas (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Eva O. Olivas (Signature) President (Title/Position) 08/04/08 (Date) (602) 226-8333 (Phone #)

Alice Barlow
Notary Public - Arizona
Maricopa County
My Commission Expires
January 11, 2012

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 4TH (Day) AUGUST (Month) 2008 (Year)

My Commission expires on: 1-11-2012 (Date) Alice Barlow (Signature of NOTARY PUBLIC)

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

19. I, Eva Ordonez Olivas (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Eva O. Olivas (Signature)

Alice Barlow
Notary Public - Arizona
Maricopa County
My Commission Expires
January 11, 2012

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 4TH (Day) AUGUST (Month) 2008 (Year)

My commission expires on: 1-11-2012 (Date) Alice Barlow (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT

APPLICANT'S NAME: EVA OLIVAS

ORGANIZATIONS NAME: SOUTHWEST HISPANIC CULTURE ASSOCIATION

EVENT ADDRESS: P.O. BOX 1744

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

PURPOSE OF EVENT: CULTURAL EVENT AND FUNDRAISER

DEPARTMENTAL COMMENTS:

☑ **APPROVED**
☐ **DENIED**

SIGNATURE 8/11/08 **DATE**

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 12, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: EVA OLIVAS

ORGANIZATIONS NAME: SOUTHWEST HISPANIC CULTURE ASSOCIATION

EVENT ADDRESS: P.O. BOX 1744

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

PURPOSE OF EVENT: CULTURAL EVENT AND FUNDRAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Jerre G. Gary
SIGNATURE

8/11/08
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 12, 2007

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - Friends of the Library - Worldfest

MEETING DATE:
September 8, 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 for a special event liquor license from Ms. Lynn Trochelman on behalf of the Friends of the Library for a fundraiser event to be held in conjunction with the City's Worldfest event scheduled for Saturday, September 20, 2008 at the Avondale Civic Center.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Ms. Lynn Trochelman on behalf of the Friends of the Library, to be used in conjunction with the Worldfest event to be held on September 20, 2008 from 6:00 p.m. to 10:00 p.m. at the Avondale Civic Center.

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

1. The event will be open to the public.
2. A background check of the organizer, Ms. Lynn Trochelman, revealed no contact with the Avondale Police Department
3. The event is a cultural event that will include a carnival, art fair and concert
4. The Police Department has reviewed the security plan and the Avondale Police Department will provide security
5. Wine will be sold at the event
6. Wine will be served in plastic cups
7. This is the first time that this organzation is applying to obtain a special event liquor license, so there is no history to report
8. City Hall is located in an area of office and agricultural use. All activities will be confined to the designated area. Similar events have been held previously at the Civic Center and there have been no disturbances reported.
9. The event will occur on Saturday, September 20, 2008 from 6:00 p.m. to 10:00 p.m.
10. Sanitary facilities (portable toilets) will be provided by the City of Avondale
11. Zoning is AG and PAD. The Development Services Department has indicated that the proposed use will not result in incompatible land uses
12. The anticipated total daily attendance is 5,000 with a peak daily attendance of 6,000
13. Amplification of music will be provided for the event by the City of Avondale
14. No traffic control measures are necessary per the Chief of Police.

RECOMMENDATION:

Staff recommends approval of a special event liquor license for the Friends of the Library, to be used in conjunction with the Worldfest event, to be held on September 20, 2008 from 6:00 p.m. to 10:00 p.m. at the Avondale Civic Center.

ATTACHMENTS:

Click to download

- State Application
- Comments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

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

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

DEPT USE ONLY
LIC#

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

1. Name of Organization: Friends of the Library
2. Non-Profit/I.R.S. Tax Exempt Number: 86-100-9678
3. The organization is a: (check one box only)

   ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

   ☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee

   ☐ Religious

4. What is the purpose of this event? Craft Festival and Concert
5. Location of the event: 11465 W. Civic Center Dr. Avondale Maricopa 85323
   Address of physical location (Not P.O. Box) City County Zip

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

6. **Applicant:** Trochelman Lynn
   Last First Middle
7. Applicant's Mailing Address: 11465 W. Civic Center Dr. #100 Avondale AZ 85323
   Street City State Zip
8. Phone Numbers: (623) 333-2412 (623) 333-2412
   Site Owner # Applicant's Business #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	9/20/08	Saturday	6:00 pm	10:00pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 0 days this year, including this event (not to exceed 10 days per year).

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

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

Name	Address	Percentage
Friends of the Library	11465 W. Civic Center Dr. Avondale AZ 85323	100%

(Attach additional sheet if necessary)

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

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

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

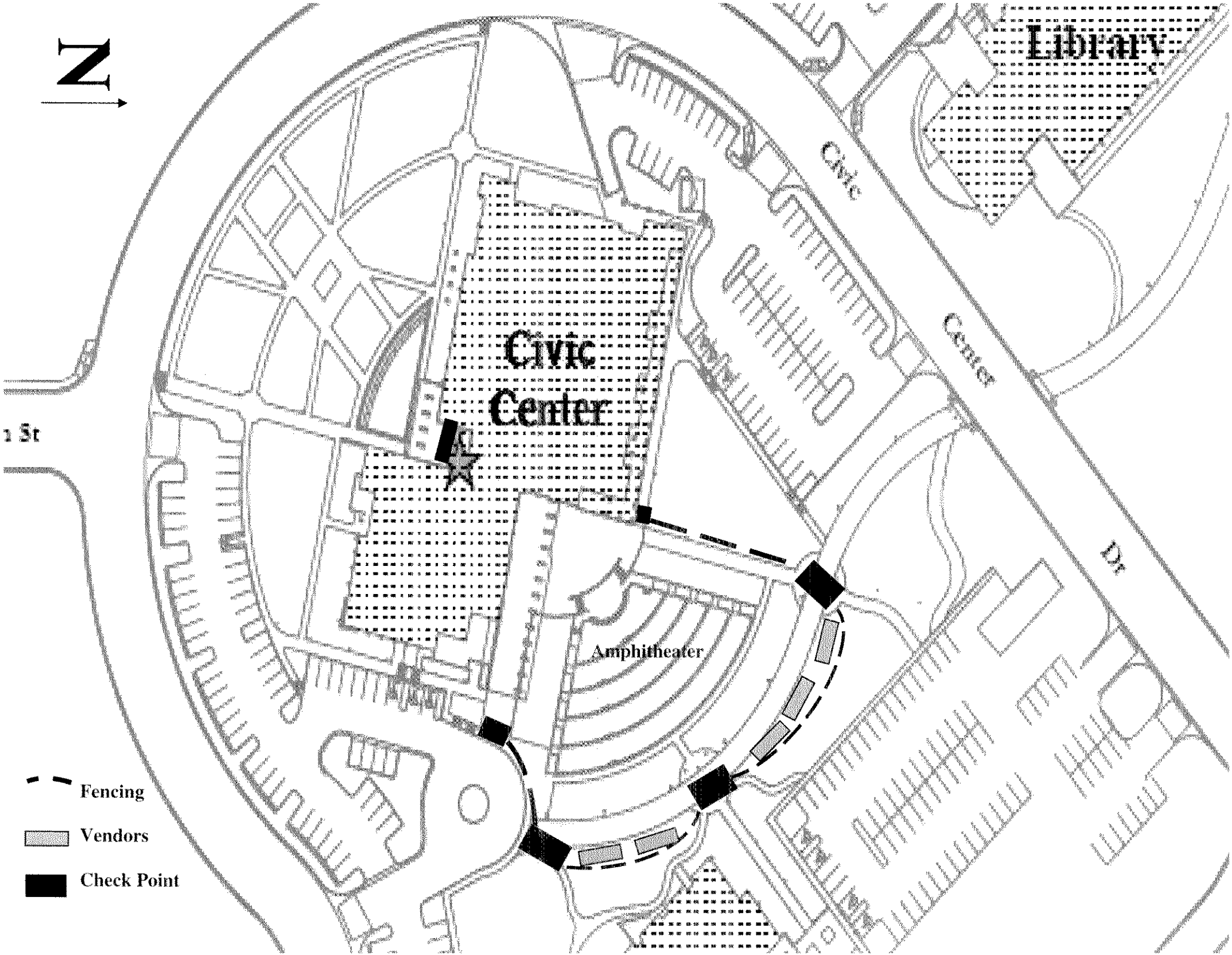
_____# Police ☒ Fencing
_____# Security personnel ☒ Barriers

Wristbands will be issued to attendees 21 and over with identification. Fencing will surround the alcohol facility.

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

_____ (_____) _____
Name of Business Phone Number

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


N
Library
Civic
Center
Civic
Center
Dr
1 St
Amphitheater
Fencing
Vendors
Check Point

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

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

N↑

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

18. I, Lynn Trochelman (Print full name), declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x Lynn Trochelman (Signature) President (Title/Position) 8-6-08 (Date) 623-935-0665 (Phone #)

Alice Barlow
Notary Public - Arizona
Maricopa County
My Commission Expires
January 11, 2012

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
6 (Day) AUGUST (Month) 2008 (Year)

My Commission expires on: 1-11-2012 (Date) Alice Barlow (Signature of NOTARY PUBLIC)

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

19. I, Lynn Trochelman (Print full name), declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

x Lynn Trochelman (Signature)

Alice Barlow
Notary Public - Arizona
Maricopa County
My Commission Expires
January 11, 2012

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this
6 (Day) AUGUST (Month) 2008 (Year)

My commission expires on: 1-11-2012 (Date) Alice Barlow (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) (Date)

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: LYNN TROCHELMAN

ORGANIZATIONS NAME: FRIENDS OF THE LIBRARY

EVENT ADDRESS: 11465 W. CIVIC CENTER DR.

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

PURPOSE OF EVENT: WORLDFEST - CRAFT FESTIVAL & CONCERT

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

John G. Hayes
SIGNATURE

Assistant Fire Marshal
TITLE

8/11/08
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 12, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT

APPLICANT'S NAME: LYNN TROCHELMAN

ORGANIZATIONS NAME: FRIENDS OF THE LIBRARY

EVENT ADDRESS: 11465 W. CIVIC CENTER DR.

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

PURPOSE OF EVENT: WORLDFEST - CRAFT FESTIVAL & CONCERT

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Chief of Police
TITLE

8/1/08
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 12, 2007

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - Southwest Hispanic Culture Association - Billy Moore Heritage Days

MEETING DATE:
September 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a request for a special event liquor license from Ms. Eva Olivas representing the Southwest Hispanic Culture Association, P.O. Box 1744, Avondale, to be used in conjunction with Billy Moore Western Heritage Days on October 24, 25, and 26, 2008 at Festival Fields, 101 East Lower Buckeye Road.

DISCUSSION:

The City Clerk's Office has received an application for a special event liquor license from Eva Olivas, representing the Southwest Hispanic Culture Association, to be used in conjunction with Billy Moore Heritage Days, October 24, 25, and 26, 2008 at Festival Fields, 101 East Lower Buckeye Road.

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

1. The event will be open to the public.
2. A background check of the applicant, Ms. Eva Olivas, revealed no contact with the Avondale Police Department
3. The event is an annual city-sponsored event that will include concerts, rides, live entertainment, dancing, and food vendors.
4. The Police Department will provide two police officers at all times during the event.
5. Beer will be sold at the event
6. Beer will be served in plastic cups
7. This is an annual city-sponsored event. The applicant obtains a special event license every year and there have never been any issues reported.
8. Festival Fields is located in an area of light industrial use. All activities, other than the parade, will be confined to the Park location. The Park is surrounded by A-1 (light industrial) and AG (agricultural). There are no potential problems due to the location of the park.
9. The event will be held on Friday, October 24, 2008 from 6:00 p.m. to 11:00 p.m.; on Saturday, October 25, 2008 from 2:00 p.m. to 11:00 p.m. and Sunday, October 26, 2008 from 2:00 p.m. to 8:00 p.m.
10. Sanitary facilities (portable toilets) will be provided by the City
11. Zoning is A-1 General Industrial. The Development Services Department has indicated that the proposed use will not result in incompatible land uses.
12. Anticipated attendance:

Date	Event		Beer Garden	
	Anticipated Daily Attendance	Anticipated Peak Daily Attendance	Anticipated Daily Attendance	Anticipated Peak Daily Attendance
Friday, October 24	3,050	800	80	30
Saturday, October 25	4,050	800	130	40
Sunday, October 26	3,050	550	60	25

13. Four speakers will be used for sound amplification for the band and other entertainment on the stage. The stage will be located directly south of the specified area.
14. Traffic control measures include restricted parking along Lower Buckeye Road and offsite parking on the City-owned property on 4th St. with shuttle service to Festival Fields.

RECOMMENDATION:

Staff is recommending that the City Council approve a special event liquor license for the Southwest Hispanic Culture Association, P.O. Box 1744, Avondale to be used in conjunction with Billy Moore Heritage Days, October 24, 25, and 26, 2008 at Festival Fields, 101 East Lower Buckeye Road.

ATTACHMENTS:

Click to download

- State Application
- Comments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Southwest Hispanic Cultural Association
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0968118
3. The organization is a: (check one box only)
   - ☒ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? Fundraiser
5. Location of the event: Festival Fields 101 E. Lower Buckeye Avondale Maricopa 85323
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. **Applicant**: Olivas (Last) Eva (First) Ordonez (Middle) _____ (Date of Birth)
7. Applicant's Mailing Address: P.O. Box 1744 (Street) Avondale (City) AZ (State) 85323 (Zip)
8. Phone Numbers: (602) 826-8333 (Site Owner #) (602) 826-8333 (Applicant's Business #) ( ) _____ (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	Oct. 24, 2008	Friday	6 pm	11 pm
Day 2:	Oct. 25, 2008	Saturday	2 pm	11 pm
Day 3:	Oct. 26, 2008	Sunday	2 pm	8 pm
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 6 days this year, including this event (not to exceed 10 days per year).

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

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Southwest Hispanic Cultural Association 100% Percentage

Address P.O. Box 1744 Avondale AZ 85323

Name _____ _____ Percentage

Address _____
(Attach additional sheet if necessary)

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

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

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

X # Police ☒ Fencing
___ # Security personnel ☐ Barriers

special event fencing to provide a beer area
2 police

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

_____ ( ) _____
Name of Business Phone Number

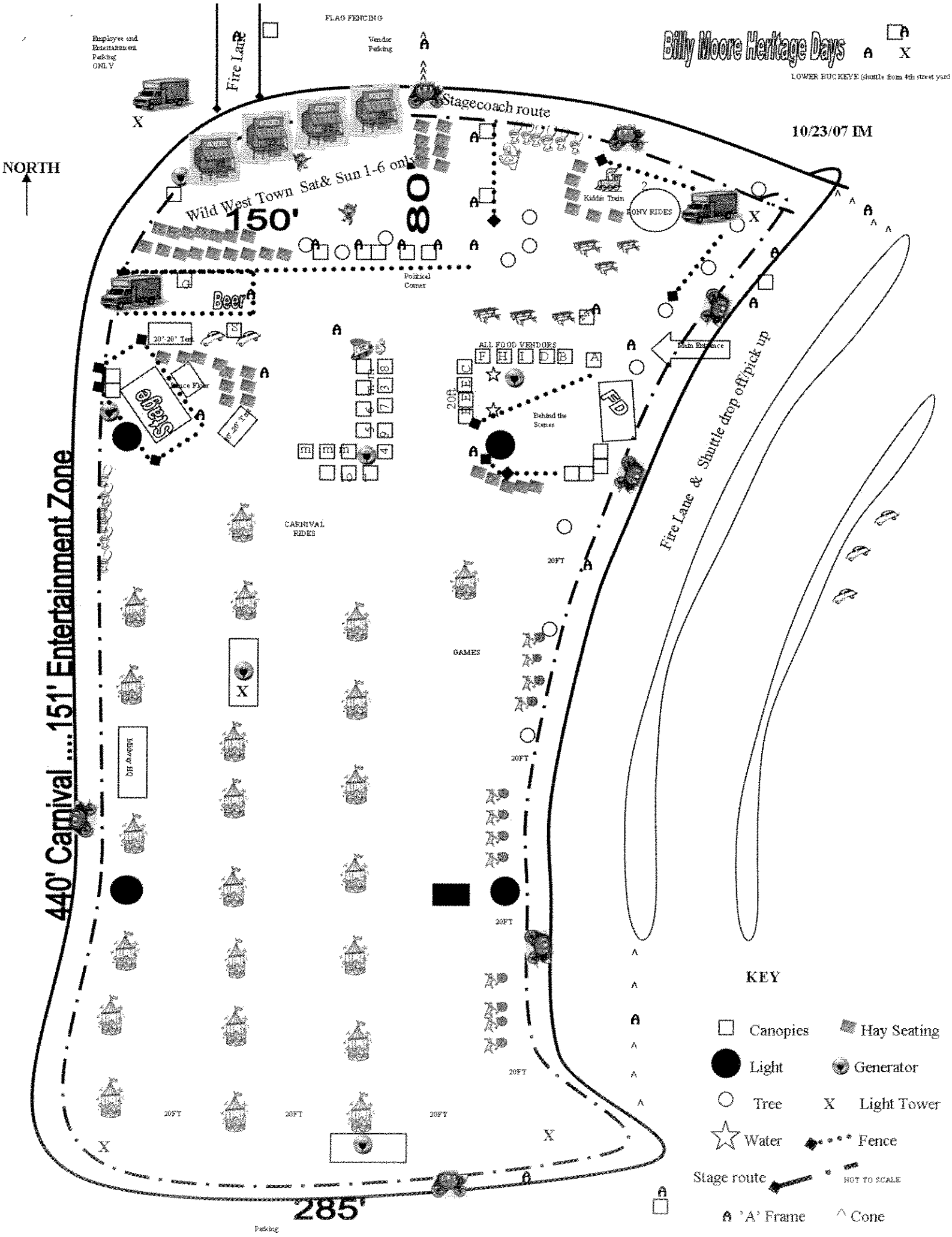
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades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

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

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

N↑

Please see following page...


Billy Moore Heritage Days
LOWER BUCKEYE (shuttle from 4th street yard
10/23/07 IM
NORTH
FLAG FENCING
Employee and Entertainment Parking ONLY
Fire Lane
Vendor Parking
Stagecoach route
Wild West Town Sat& Sun 1-6 only
150'
80
Kiddie Train
PONY RIDES
Political Corner
Beer
20'-20' Tent
Dance Floor
Stage
ALL FOOD VENDORS
Main Entrance
Behind the Scenes
FD
20ft
CARNIVAL RIDES
GAMES
20FT
Fire Lane & Shuttle drop off/pick up
440' Carnival ....151' Entertainment Zone
Valley of 100
285'
Parking
KEY
Canopies
Hay Seating
Light
Generator
Tree
Light Tower
Water
Fence
Stage route
NOT TO SCALE
'A' Frame
Cone

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

18. I, Eva Ordonez Olivas (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [signature] President 08/04/08 (602) 826-8333
(Signature) (Title/Position) (Date) (Phone #)

Alice Barlow
Notary Public - Arizona
Maricopa County
My Commission Expires
January 11, 2012

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 4TH AUGUST 2008
Day Month Year

My Commission expires on: 1-11-2012 (Date) Alice Barlow (Signature of NOTARY PUBLIC)

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

19. I, Eva Ordonez Olivas (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [signature]
Sig

Alice Barlow
Notary Public - Arizona
Maricopa County
My Commission Expires
January 11, 2012

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 4TH AUGUST 2008
Day Month Year

My commission expires on: 1-11-2012 (Date) Alice Barlow (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT

APPLICANT'S NAME: EVA OLIVAS

ORGANIZATIONS NAME: SOUTHWEST HISPANIC CULTURE ASSOCIATION

EVENT ADDRESS: P.O. BOX 1744

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

PURPOSE OF EVENT: FUNDRAISER IN CONJUCTJION WITH BILLY MOORE HERITAGE DAYS

DEPARTMENTAL COMMENTS:

☑ **APPROVED**
☐ **DENIED**

SIGNATURE

8/22/08
DATE

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 26, 2008

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: EVA OLIVAS

ORGANIZATIONS NAME: SOUTHWEST HISPANIC CULTURE ASSOCIATION

EVENT ADDRESS: P.O. BOX 1744

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

PURPOSE OF EVENT: FUNDRAISER IN CONJUCTION WITH BILLY MOORE HERITAGE DAYS

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE

FIRE MARSHAL
TITLE

8/21/08
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 26, 2008

CITY COUNCIL REPORT

SUBJECT:
Liquor License – Eest Bistro

MEETING DATE:
September 8, 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. Henry Tran for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Eest Bistro, 3145 North Dysart Road, #C102.

DISCUSSION:

The City Clerk's Department has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Mr. Henry Tran, Eest Bistro, 3145 North Dysart Road, #C102, Avondale, Arizona. This is a new license. The required fee of $1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from July 22, 2008 through August 11, 2008 and a notice was published in the West Valley View on August 15 and 19, 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 from Mr. Henry Tran for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at Eest Bistro, 3145 North Dysart Road, #C102.

ATTACHMENTS:

Click to download

- State Application
- Comments
- Vicinity Map
- Pictures

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

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 #: 120077085

Department Use Only

1. Type of License: #12 2. Total fees attached: $

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

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

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

1. Applicant/Agent's Name: Mr. / Ms. TRAN, (Last) HENRY (First) (Middle) P1058168
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: CTF GROUP, LLC B1040449
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: EEST BISTRO
(Exactly as it appears on the exterior of premises)
4. Business Address: 3145 N. DYSART RD, #C102, AVONDALE, AZ 85323 Maricopa
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: Pending Residence Phone: (510) 499-1353
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 2435 E. SOUTHERN AVE, STE 10, TEMPE, AZ 85282
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $ _____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: MC Date: 7/11/08 Lic. # 120077085

Fees:					$
100				72.00	172.00
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

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

LIC 0100 05/2004

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

SECTION 5 Interim Permit:

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

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

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

X _____
(Signature)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

'08 JUL 11 Liq. Lic. AM 8:52

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.: **CTF GROUP, LLC**
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
2. Date Incorporated/Organized: **11/20/2007** 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-1414105-5** Date authorized to do business in AZ: **11/20/2007**
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
TRAN, HENRY	MEMBER & MANAGER	
CHEN, YAN GANG	MEMBER & MANAGER	
FU, LI GANG	MEMBER & MANAGER	

(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
TRAN, HENRY	50%	
CHEN, YAN GANG	25%	
FU, LI GANG	25%	

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last First Middle	Title	Residence Address City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

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

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

2. Assignee's Name: _____
Last First Middle

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

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

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

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

2. Assignee's Name: _____
Last First Middle

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

SECTION 11 Person to Person Transfer:

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

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

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

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

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

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

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

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

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

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

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

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

08 JUL 11 Dir. Lic. AM 8:52

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

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

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

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: **1500** ft. Name of school: **CORTE SIERRA ELEMENTARY SCHOOL**
   (Regardless of distance) Address **3300 N. Sante Fe Trail, Avondale, AZ 85323**
2. Distance to nearest church: **2200** ft. Name of church: **CHURCH OF JESUS CHRIST-LDS**
   (Regardless of distance) Address **13277 W. THOMAS RD, GOODYEAR, AZ 85338**
3. I am the: ☒ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)
4. If the premises is leased give lessors: Name **NHI HORIZON**
   Address **2944 N. 44TH ST. STE 200, PHOENIX, AZ 85018**

4a. Monthly rental/lease rate $ 7421.45 What is the remaining length of the lease? 7 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $ 852.89 or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ ~~[illegible]~~ 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) **CHINESE RESTAURANT**
7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year?
   ☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee , have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:
   License # _____ (Exactly as it appears on license) Name _____

'06 JUL 14 AM 8:45 LIQUOR

SECTION 14 Restaurant, or Hotel-Motel Applicants:

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

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.

3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

4. Do you understand that **40% of your gross revenue** must be from food sales? ☒ YES ☐ NO

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

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

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

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

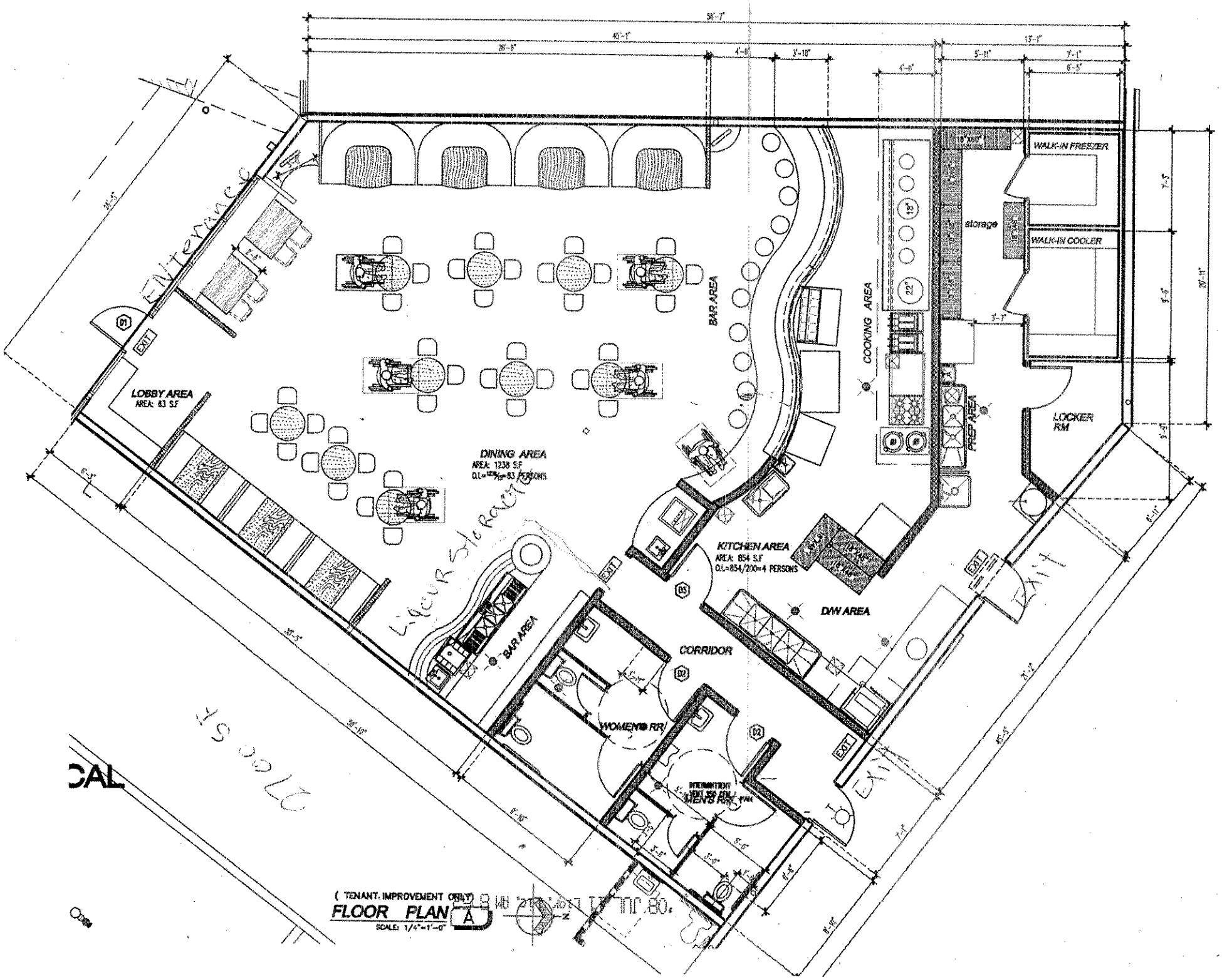
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

   See attach restaurant floorplan.

'08 JUL 11 Liq. Lic. AM 8:52

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


LOBBY AREA
AREA: 83 S.F
DINING AREA
AREA: 1238 S.F
O.L.=1238/15=83 PERSONS
BAR AREA
COOKING AREA
PREP AREA
WALK-IN FREEZER
WALK-IN COOLER
storage
LOCKER RM
KITCHEN AREA
AREA: 854 S.F
O.L.=854/200=4 PERSONS
D/W AREA
CORRIDOR
WOMEN'S RR
MEN'S RR
BAR AREA
Liquor Storage
Entrance
EXIT
21st St
CAL
(TENANT IMPROVEMENT ONLY)
FLOOR PLAN
SCALE: 1/4"=1'-0"

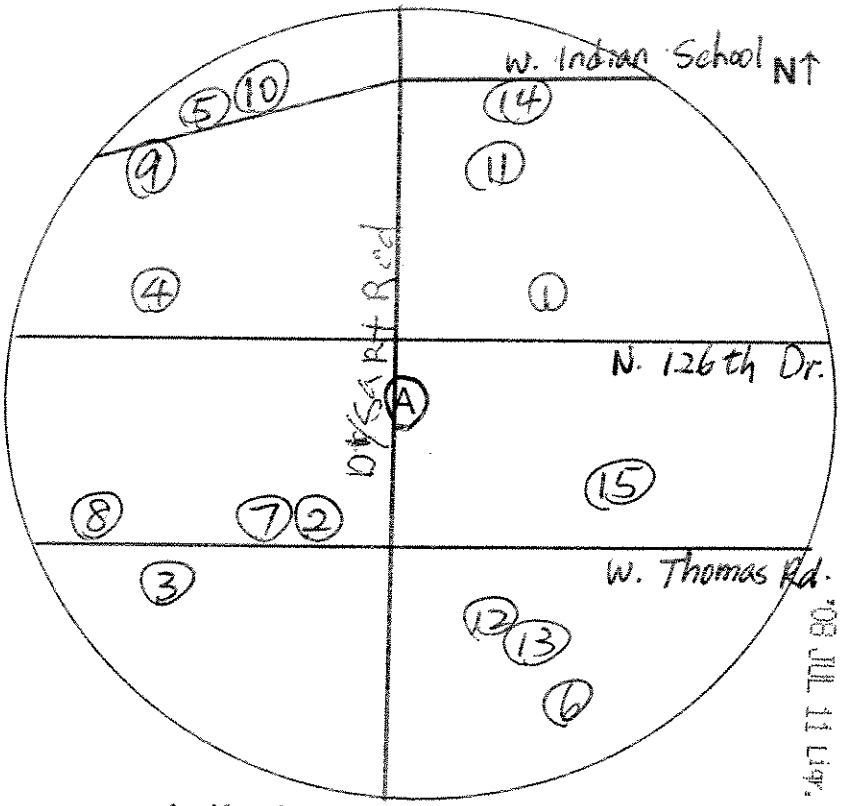
See Amendment

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. CORTE SIEERA ELEMENTARY SCH
2. SUNRISE PRESCHOOLS INCORP.
3. PALM VALLEY ELEMENTARY SCH
4. LITCHFIELD ELEMENTARY SCH
5. CORTE SIEERA ELEMENTARY SCH
6. RANCHO SANTA FE ELE. SCH
7. CHURCH OF JESUS CHRIST-LDS
8. ST THOMAS AQUINAS CHURCH
9. TRINITY LUTHERAN CHURCH
10. LITCHFIELD PARK FIRST BAPT CH
11. CHURCH OF JESUS
12. FAITH HARVEST CHURCH
13. PHOENIX UNITED REFORMED CHR
14. WINESTYLES
15. ALBERTSONS

ATTACH ADDITIONAL SHEET(S) IF NECESSARY



A = Your business name and identify cross streets.

'08 JUL 11 Liq. Lic. 08 52

SECTION 17 Signature Block:

I, HENRY TRAN, 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 Henry Tran
(Signature)

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

My commission expires on: 2/25/2012

Jenise Meyer
(Signature of NOTARY PUBLIC)

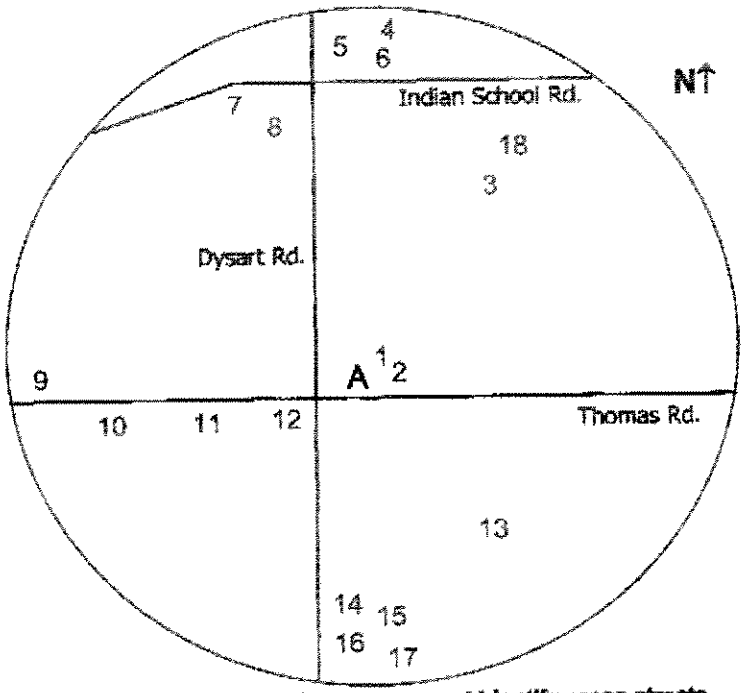
JENISE MEYER
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 25, 2012

'08 SEP 3 Liqr. Lic. AM11:42

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. Fresh & Easy Neighborhood Market
2. Buffalo Wings & Rings
3. Corte Sierra Elementary
4. Albertsons
5. Deno's
6. Albertsons Express
7. Trinity Lutheran Church
8. 1st Baptist Church of Litchfield
9. St. Thomas Aquinas
10. Palm Valley Elementary
11. Church of Laterday Saints
12. CVS
13. Rancho Santa Fe Elementary
14. Tastings Wine Bar & Bistro
15. Sprouts
16. Cucina Tagliani
17. Game Time Sports Grill
18. Wine Styles



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

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

_____ State of _____ County of _____

X _____ (Signature)

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

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

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

RESTAURANT OPERATION PLAN

PRINT – USE BLACK INK

LICENSE # 12077485

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

Grill	Garland Griddle 47"x24"
Oven	Garland 26"oven, 36.5 6 burner
Freezer	
Refrigerator	
Sink	1 compartment 24"=3 compartment 18x18-2
Dish Washing Facilities	
Food Preparation Counter	Beverage air, two- section 67"x27" refrigerated
Other	Fryer : Frymaster, 18" 35lb
Other	Ice Maker: Hoshizakb 278lb ice
Other	

'08 JUL 11 Liq. Lic. AM 8:52

2. Print the name of your restaurant:

EEST BISTRO

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 [73]

b. **Bar area** of your premises [10]

c. **Total area** of your premises [83]

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 4.6 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 90 %

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

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

One television for news.

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.

Henry Tran: Kitchen Management (managing everything in the kitchen)
Li Guang Fu: Food Quality control
YAN Chen: Dinning Management (managing everything in the Dinning space
Cook A: managing main course
Cook B: managing side dish, apportizer.
Cook C: Helping Cook A and Cook B
Busboy/Girl A: dishes set up and collect
Busboy/girl B: dishes set up and collect
Waiter/waitress A: full time employee and Dinning space
Waiter/waitress B: full time employee for Dining space
Waiter/waitress C: full time waiter
Kitchen helper A: food preparation
Kitchen helper B: food preparation and managing cleaning
Kitchen helper C: managing fried food
Bar tender: for all beverage needs
Part time waiter and waitress A: help in peak hours

Attach additional sheets if necessary

I, Henry Tran (Print full name), 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.

X Henry Tran
(Signature of APPLICANT)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this
8 day of May 2008
Day Month Year

My commission expires on: 3 OCT 2009

(Signature of NOTARY PUBLIC)

EDWARD N. BOATWRIGHT
Notary Public - Arizona
Maricopa County
My Commission Expires
Oct. 03, 2009

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES
MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
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) Dated Guest Checks
       4) Coupons/Specials/Discounts
       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
    A. Copies of all reports required by the State and Federal Government

'08 JUL 11 Liq. Lic. AM 8:52

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

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

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):

Tran HENRY

Last First Middle

have read and fully understand all aspects of this statement.

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this

X _____ (Signature of Licensee)

11 Day day of July Month, 2006 Year

My commission Expires on: _____ Day Month Year

OFFICIAL SEAL MICHELE COLEGROVE NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Commission Expires Feb. 12, 2012

_____ (Signature of NOTARY PUBLIC)

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

MENU. Tentative

Starter

Crispy roll (Vegetarian spring roll with pump sauce)	$7
Pot sticker (Japanese pot sticker with house twin sauce)	$7
Crispy crab meat cheese cake (serve with pump sauce)	$9
Deep fried rings (deep fried calamari and onion with sweet and sour sauce)	$7
EEST wings (grilled chicken wings with EEST sauce)	$8
Salt and pepper ribs (crispy spareribs with salt and pepper on the side)	$8
Salmon Roll (serve with crispy salmon roll with lettuce wrapped)	$10
EEST Crab (King Crab leg with special house sauce)	$12

Soup

Sizzling spinach Won Ton	$7
Red hot special	$7
Creamy Chicken	$7
Miso	$7

Small and extra

Tempura in green	$8
Tempura from the sea	$9
Lettuce wrap	$9
Curry Chicken with bread	$8
Spicy Beef strip	$9
Curry Chicken on the stick	$9
Curry Beef on the stick	$9
Almond shrimp	$9
Hand rip Chicken breast	$9

Salad

'08 JUL 11 L4P, L16, A4 8 52

Vege on the net $11

Spicy Tofu $12

Chicken Teriyaki $12

Chinese American Style $12

Seafood special $14

Volcano $15

Hawaii

Seaweed

Entry

Sizzling Mongolian (Traditional Chinese Mongolian style, serve in hot iron plate with onion) $14

Kung Pao Chicken (Spicy Kung Pao Chicken with peanut and onions) $14

Ginger Favor (choose of beef or lamb, sautéed with ginger and green onion) $14

Chicken Spicy (deep fried chicken chunk with house spicy sauce) $14

Sunkist Beef (deep fried beef with orange peal sauce) $14

Broccoli Beef $14

Salt and pepper pork chop $14

Perking style pork chop $14

Vege Chicken (sautéed chicken breast with garden vegetable) $12

Lemon Chicken $14

Smokey Duck $18

Red hot pepper chicken strip (dry fried chicken strip with red pepper) $16

Chicken with mushrooms $14

Garlic Chicken $14

Mu Shu (choose of shredded pork, Chicken strip, ground beef, shrimp or vegetables) $18

Sweet and Sour (choose of pork, chicken, and pawn) $14

'08 JUL 11 Liq. Lic. AM 8:52

EEST Chicken (snow while chicken..??) $18

Shrimp with lobster sauce $18

Salt and pepper prawns $18

Hot and Crispy Prawns (deep fried prawns with house dipping sauce) $18

Garlic Scallops $18

Broccoli Seafood (sautéed broccoli with prawns and scallops) $18

Fish Fillet (Oven braked Fillet with steam broccoli on the side) $18

Teriyaki Special (Japanese teriyaki Chicken and beef) $16

Egg Furong $16

Accompaniments

Udon Soup (Choose of Beef, Chicken, Vegetable, and Seafood) $11

Fried Rice (mix with while and brown rice) $11

Traditional fried rice (choose of beef, chicken, vegetable and seafood) $12

Rice Noodle (chow fun and choose with Beef, Chicken, and Vegetable) $12

Pan fried seafood noodle with white sauce $14

Steam rice $5

Steam brown rice $7

Dessert

'08 JUL 11 Liq. Lic. AM 8:52

02242525

AZ CORPORATION COMMISSION
FILED

DEC 1 0 2007

FILE NO. L-1414105-5

ARTICLES OF ORGANIZATION
OF
CTF GROUP, L. L. C.
(An Arizona Limited Liability Company)

ARTICLE I

Name. The name of the limited liability company is CTF Group, L. L. C.

ARTICLE II

Registered Office. The address of the registered office in Arizona is: 3145 N. Dysart Rd., Suite C-102, Avondale, AZ 85323.

ARTICLE III

Statutory Agent. (In Arizona) The name and address of the Statutory Agent of the company is:
Henry Tran,

ARTICLE IV

Management. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Henry Tran, member & manager,
Yan Gang Chen, member & manager,
Li Gang Fu, member & manager,

EXECUTED this 20th day of November, 2007.

(X) _____
Henry Tran, Member & Manager

(X) _____
Yan Gang Chen, Member & Manager

(X) _____
Li Gang Fu, Member & Manager

'08 JUL 11 AM 8:52

Acceptance of Appointment By Statutory Agent

I, Henry Tran, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

X Henry Tran
Signature of Statutory Agent

11/20/07
Date

'08 JUL 11 LIC. 08 52

Operating Agreement

of

CTF GROUP, L.L.C.

adopted November 20, 2007

'08 JUL 11 LIQ. LIC. MIB 52

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
CTF GROUP, L.L.C.

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the Agreement) is made and entered into as of **the 20th day of November, 2007** by and among:

Henry Tran, Yan Gang Chen, and Li Gang Fu.

and each individual or business entity as shall be subsequently admitted to the Company. These individuals and/or business entities shall be known as and referred to as "Members" and individually as a "Member." WHEREAS, the parties have formed a Limited Liability Company named above through their initial statutory agent, **Henry Tran**, pursuant to the laws of the **State of Arizona** . NOW, in consideration of the conditions and mutual covenants contained herein, and for good and valuable consideration, the parties agree upon the following terms and conditions:

'08 JUL 11 Lic. AM 8:52

ARTICLE I: COMPANY FORMATION

1. The members hereby form and organize the company as a Limited Liability Company subject to the provisions of the **Arizona Limited Liability Company Act** in effect as of this date. Articles of Organization shall be filed with the **Arizona Corporation Commission**.

2. The members agree to execute this Operating Agreement and hereby acknowledge for good and valuable consideration receipt thereof. It is the intention of the members that this Operating Agreement shall be the sole source of agreement of the parties. In the event any provision of this operating Agreement is prohibited or rendered ineffective under the laws of **Arizona**, this Operating Agreement shall be considered amended to conform to **Section 29-601** of **Arizona Revised Statute** The invalidity of any provision of this Operating Agreement shall not affect the subsequent validity of any other provisions of this Operating Agreement.

3. NAME. The name of the company shall be **CTF GROUP, L.L.C.**. The business of the company shall be conducted under that name or such trade or fictitious names as the members may determine.

4. DATE OF FORMATION. This Operating Agreement shall become effective upon its filing with and acceptance by the appropriate state agency.

5. REGISTERED AGENT AND OFFICE. The company's initial registered agent and registered office shall be **Henry Tran.** Managing members may change the registered agent or registered office at any time, by filing the necessary documents with the appropriate state agency. Should managing members fail to act in this regard, any member may file such notice of change in registered agent or registered office.

6. TERM. The company shall continue for a period of thirty (40) years from the date of formation unless:

a) The term is extended by amendment of the Operating Agreement. Members shall have the right to continue the business of the Company and may exercise that right by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of the event described below.

b) The company is dissolved by a majority vote of the membership.

c) The death, resignation, expulsion, retirement, bankruptcy, incapacity or any other event that terminates the continued membership of a Member of the Company.

d) Any event which makes it unlawful for the business of the Company to be carried on by the Members.

e) Any other event causing the dissolution of a Limited Liability Company under the laws of the state of Arizona.

'08 JUL 11 LIMP. LIC. AM 8:52

ARTICLE II: BUSINESS PURPOSE

It is the purpose of the Company to engage in **RESTAURANT.** The foregoing purposes and activities will be interpreted as examples only and not as limitations, and nothing therein shall be deemed as prohibiting the Company from extending its activities to any related or otherwise permissible lawful business purpose which may become necessary, profitable or desirable for the furtherance of the company objectives expressed above.

ARTICLE III: CAPITAL CONTRIBUTIONS

1. INITIAL CONTRIBUTIONS. Each Member shall contribute to the Company capital prior to or simultaneously with, the execution of this Agreement. Each Member shall have made initial capital contributions in the following amounts:

Name of Member	Value of Capital Contribution
Henry Tran	150,000
Yan Gang Chen	75,000
Li Gang Fu	75,000

No interest shall accrue on initial capital contributions.

2. ADDITIONAL CAPITAL CONTRIBUTIONS. If management decides that additional capital contributions are necessary for operating expenses or to meet other obligations, notice must be sent to each Member setting forth each Member's share of the total contribution. Such notice must be in writing and delivered to the Member at least ten (10) business days prior to the date the contribution is due. Any such additional capital contribution is strictly voluntary and any such commitment is to be considered a loan of capital by the Member to the Company. Such additional capital contribution does not in any way increase percentage of membership interest. This loan shall bear interest at 1 – 2 points above the current prime rate. Any loan under this subsection shall be paid in full before any distributions are made under Article IV.

'08 JUL 11 Lip. Lic. AM 8:52

3. THIRD PARTY BENEFICIARIES. Nothing in the foregoing sections is intended to benefit any creditor or third party to whom obligations are owed without the expressed written consent of the Company or any of its Members.

4. CAPITAL ACCOUNTS. A capital account shall be established by the Company for each Member. The capital account shall consist of:

a) The amount of the Member's Capital Contributions to the Company including the fair market value of any property so contributed to the Company or distributed by the Company to the Member.

b) Member's share of net profits or net losses and of any separate allocations of income, gain (including unrealized gain), loss or deduction. The maintenance of capital accounts shall at all times be in accordance with the requirements of state law.

5. ADDITIONAL PROVISIONS:

a) Capital accounts shall be non-interest bearing accounts.

b) Until the dissolution of the company, no Member may receive Company property in return for Capital contributions.

c) The liability of any member for the losses or obligations incurred by the Company shall be limited to: Payment of capital contributions when due, pro rata share of undistributed Company assets and only to the extent required by law, any previous distributions to that Member from the Company.

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ARTICLE IV: PROFITS, LOSSES ALLOCATIONS AND DISTRIBUTIONS

1. ALLOCATIONS. Net profits, losses, gains, deductions and credits from operations and financing shall be distributed among the Members in proportion to their respective interest and at such time as shall be determined by the Members.

2. DISTRIBUTIONS. Management may make distributions annually or more frequently if there is excess cash on hand after providing for appropriate expenses and liabilities. Such interim distributions are allocated to each Member according to percentage of membership interest.

ARTICLE V: MANAGEMENT

1. MANAGING MEMBERS. The names and addresses of Managing Members are:

Henry Tran, _____

Yan Gang Chen, _____

Li Gang Fu,

Managing Members shall make decisions regarding the usual affairs of the Company. A majority vote of the membership shall name as many managers as the Membership deem necessary and the membership shall elect one Chief Operating Manager who is responsible for carrying out the decisions of the managers.

2. NUMBER OF MANAGERS. The membership may elect four, but not fewer than one, manager.

3. TERM OF OFFICE. The term of office is not contractual but continues until:

a) A fixed term of office, as designated by the membership, expires.

b) The manager is removed with or without cause, by a majority vote of the membership.

c) The dissociation of such manager.

4. AUTHORITY OF MANAGERS. Only managing members and authorized agents shall have the power to bind the Company. Each managing member is authorized on the Company's behalf to:

a) Purchase, or otherwise acquire, sell, develop, pledge, convey, exchange, lease or otherwise dispose of Company assets wherever located.

b) Initiate, prosecute and defend any proceeding on behalf of the Company.

c) Incur and secure liabilities and obligations on behalf of the Company.

d) Lend, invest or re-invest company assets as security for repayment. Money may be lent to members, employees and agents of the Company.

e) Appoint officers and agents, and hire employees. It is also the province of management to define duties and establish levels of compensation. Management compensation will be determined by majority Membership vote.

f) Execute and deliver all contracts, conveyances, assignments, leases, subleases, franchise and licensing agreements, promissory notes, loans, security agreements or any other kind relating to Company business.

'08 JUL 11 LIF. LIC. AM 8:58

g) Establish pensions, trusts, life insurance, incentive plans or any variation thereof, for the benefit of any or all current or former employees, members and agents of the Company.

h) Make charitable donations in the Company's name.

i) Seek advice from members not part of elected management, although, such advice need not be heeded.

j) Supply, upon the request of any Member, information about the Company or any of its activities including but not limited to, access to company records for the purpose of inspecting and copying company books, records and materials in the possession of management. The Requesting Member shall be responsible for any expenses incurred in the exercise of these rights set forth in this document.

5. STANDARD OF CARE AND EXCULPATION. Any member of management must refrain from engaging in grossly negligent, reckless or intentional misconduct. Any act or omission of a member of management that results in loss or damage to the company or Member, if done in good faith, shall not make the manager liable to the Members.

6. INDEMNIFICATION. The Company shall indemnify its Members, Managers, employees and agents as follows:

a) Every Manager, agent, or employee of the Company shall be indemnified by the Company against all expenses and liabilities, including counsel fees reasonably incurred by him in connection with any proceeding to which he may become involved, by reason of his being or having been a Member of the Company or having served at the request of the Company as a Manager, employee, or agent of the Company or any settlement thereof, whether or not he is a manager, employee or agent at the time such expenses are incurred, except in such cases wherein the Manager, agent or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Managers approve such settlement and reimbursement as being for the best interests of the Company.

'08 JUL 11 Liq. Lic. 08 53

b) The Company shall provide to any person who is or was a Member, Manager, employee, or agent of the Company or is or was serving at the request of the Company as Manager, employee, or agent of the Company, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

ARTICLE VI: TAX AND ACCOUNTING MATTERS

1.BANK ACCOUNTS. Management shall establish bank accounts, deposit company funds in those accounts and make disbursements from those accounts.

2. ACCOUNTING METHOD. The cash method of accounting shall be the accounting method used to keep records of receipts and disbursements.

3. TMP. A Tax Matter Partner shall be designated by the management of the company as designated by the IRS Code.

4. YEARS. The fiscal and tax years of the Company shall be chosen by management.

5. ACCOUNTANT. An independent accountant shall be selected by management.

ARTICLE VII: MEMBER DISSOCIATION

1. Upon the first occurrence of any of the following events, a person shall cease to be a member of the Company:

a) The bankruptcy of the member.

b) The death or court-ordered adjudication of incapacity of the member.

c) The withdrawal of a member with the consent of a majority vote of the remaining membership.

d) The dissolution and winding up of the non-corporate business member including the termination of a trust.

e) The filing of a Certificate of Dissolution by the corporate member.

f) The complete liquidation of an estate's interest in the LLC.

g) The expulsion of the member with the majority consent of the remaining membership. h) The expiration of the term specified in Article I, section 6.

'08 JUL 11 Lic. 08 53

2. OPTION TO PURCHASE INTEREST. In the event of dissociation of a Member, the Company shall have the right to purchase the former Member's interest at current fair market value.

ARTICLE VIII: DISPOSITION OF MEMBERSHIP INTERESTS

1. PROHIBITIONS.

a) No membership interest, be it a sale, assignment, exchange, transfer, mortgage, pledge or grant, shall be disposed of if the disposition would result in the dissolution of the Company without full compliance with all appropriate state and federal laws.

b) No member may in any way alienate all or part of his membership interest in the Company be it through assignment, conveyance, encumbrance or sale, without the prior written consent of the majority of the remaining members. Such consent may be given, withheld or delayed as the remaining members see fit.

2. PERMISSIONS. A Member may assign his membership interest in the Company subject to the provisions in this article. The assignment of membership interest does not in itself entitle the assignee to participate in the management of the Company nor is the assignee entitled to become a member of the Company. The assignee is not a substitute member but only an assignee of membership interest and as such, is entitled to receive the income and distributions the assigning member would have otherwise received.

3. SUBSTITUTE MEMBERSHIP. Only upon the unanimous consent of the remaining members may an assignee of membership interest become a substitute member and be entitled to all rights associated with the assignor. Upon such admission, the substitute member is subject to all restrictions and liabilities of a Member.

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ARTICLE IX: MEETINGS

1. VOTING. All members shall have the right to vote on all of the following:

a) The dissolution of the Company.

b) The merger of the Company.

c) Any transaction involving any potential conflict of interest.

d) An amendment to the Articles of Organization or to the Operating Agreement.

e) The transfer or disposition of all Company assets outside the ordinary course of business.

2. REQUIRED VOTE. Unless a greater vote is required by statute or the Articles of Organization, an affirmative vote of the majority of the membership shall be required.

3. MEETINGS.

a) The manager(s) shall hold an annual meeting at a time and place of their choosing.

b) Special meetings of the membership may be called at any time by the manager(s) or by at least ten (10%) of the membership interest of all members. Written notice of such meeting must be provided at least sixty (60) business days prior and not later than ten (10) days before the date of the meeting. A member may elect to participate in any meeting via telephone.

4. CONSENT. In the absence of an annual or special meeting and in the absence of a vote, any action required to be taken may be permitted with the written consent of the members having not less than the minimum number of votes required to authorize such action at a meeting.

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ARTICLE X: DISSOLUTION AND TERMINATION

In the event a dissolution event occurs the remaining membership shall have the option to elect to continue the company as defined by Article I, section 6.

1. MERGER. In the event the election to continue the company following a dissolution event is not obtained, a majority vote of the remaining members may elect to reconstitute the Company through merger with and into another Limited Liability Company pursuant to applicable state law.

2. WINDING UP. If the members do not elect to continue the Company or reconstitute it, the Manager or other person selected by a majority vote of the membership shall wind up the Company.

3. FINAL DISTRIBUTIONS. After all Company assets have been liquidated and all Company debts have been paid, the proceeds of such liquidation shall be distributed to members in accordance with their capital account balance. Liquidation proceeds shall be paid within 30 days

of the end of the Company's taxable year or, if later, within 30 days after the date of liquidation.

4. DISSOLUTION. Upon completion of the winding up period, the Manager or other person selected shall file with the Secretary of State the Certificate of Dissolution or its equivalent and any other appropriate documents as required by law.

IN WITNESS WHEREOF, the parties hereto make and execute this Operating Agreement on the dates set below their names, to be effective on the date first above written.

Signed and Agreed this **20th day of November, 2007.**

By:

Henry Tran, Member & Manager

Yan Gang Chen, Member & Manager

Li Gang Fu, Member & Manager

'08 JUL 11 Lic. Lic. AM 8:53

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Liquor License # 12077685 (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) P1058168

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: TRAN, HENRY (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: GUANG ZHOU (City) GUANG DONG (State) CHINA (Country (not county)) Height: 5'5" Weight: 145LB Eyes: BRO Hair: BLK

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? AZ _____ If Arizona, date of residency: 2.1.2008

8. Telephone number to contact you during business hours for any questions regarding this document. (510) 487 - 2713

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: EEST BISTRO Premises Phone: ( ) - Pending

11. Licensed Premises Address: 3145 N. DYSART RD, #C102, AVONDALE, AZ 85323 Maricopa
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	03/2001	~~CURRENT~~ Apr 1 of 08	KITCHEN CHEF	SACHI SHASI, 390 MARKET PLACE, SAN RAMON, CA 94583
2	Apr of 08	current	UNEMPLOYED	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

	FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
1	2000	~~CURRENT~~ Apr 08	OWN	285 FAIRWAY ST.	HAYWARD	CA	94544
2	Apr of 08	current					

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? 11, **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, HENRY TRAN, 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.

(Signature of Applicant)

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

(Signature of NOTARY PUBLIC)

DENISE MEYER
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 25, 2012

My commission expires on: 2-25-2012
Day Month Year

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)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

65281

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

HENRY TRAN
Individual Name (Print)

Henry Tran
Individual Signature

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

06 25 08
Date Training Completed

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

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
	EEST Bristro	

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

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

77 East Columbus Ave. #102
Address

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

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

T. J. Kuhn
Trainer Name (Print)

Trainer Signature

06 25 08
Date

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

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

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

QUESTIONNAIRE

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

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

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

Eff. 10/01/07 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 # 120077685 (If the location is currently licensed)

P1058169

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: CHEN (Last) YAN GANG (First Middle) Date of Birth: (This Will Not Become a Part of Public Records)

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

4. Place of Birth: GUANG ZHOU (City) GUANG DONG (State) CHINA (Country (not county)) Height: 5'8" Weight: 170LB Eyes: BWN Hair: BLK

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

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. (510) 487 - 2713

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: EEST BISTRO Premises Phone: ( ) Pending

11. Licensed Premises Address: 3145 N. DYSART RD, #C102, (Street Address (Do not use PO Box #)) AVONDALE, (City) Maricopa (County) AZ 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)
1997	CURRENT	SALES MANAGER	ANTEC, INC. 47900 FREMONT BLVD, FREMONT, CA 94538

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
2001	CURRENT	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

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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

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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, YAN GANG CHEN, 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.

(Signature of Applicant)

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

JENISE MEYER
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 25, 2012

My commission expires on: 2/25/2012
Day Month Year

Jenise Meyer
(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)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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Liquor License # 120 77085 (If the location is currently licensed)

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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: FU, LI GUANG (Last / First / Middle) Date of Birt (This Will Not Become a Part of Public Records)

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

4. Place of Birth: GUANG LIN (City) GUANG LI N (State) VIETNAM (Country (not county)) Height: 5'8" Weight: 145LB Eyes: BRN Hair: BLK

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

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? CALIFORNIA If Arizona, date of residency: _____

8. Telephone number to contact you during business hours for any questions regarding this document. (510) 487 - 2713

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: EEST BISTRO Premises Phone: ( ) Pending

11. Licensed Premises Address: 3145 N. DYSART RD, #C102, AVONDALE, AZ 85323 Maricopa
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)
01/2002	CURRENT	KITCHEN CHEF	SACHI SHASI, 390 MARKET PLACE, SAN RAMON, CA 94583

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
2001	CURRENT	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

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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, LI GUANG FU, 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.

(Signature of Applicant)

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

(Signature of NOTARY PUBLIC)

JENISE MEYER
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 25, 2012

My commission expires on: 2/25/2012
Day Month Year

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)

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: HENRY TRAN

BUSINESS NAME: EEST BISTRO

ADDRESS: 3145 NORTH DYSART ROAD, #C102

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Lt
TITLE

8/13/08
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 18, 2008

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: HENRY TRAN

BUSINESS NAME: EEST BISTRO

ADDRESS: 3145 NORTH DYSART ROAD, #C102

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE — DATE: 8/13/08
Zoning Specialist
TITLE

☒ APPROVED
☐ DENIED

SIGNATURE — DATE: 8/14/08
Development Services Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 18, 2008

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 13, 2008

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

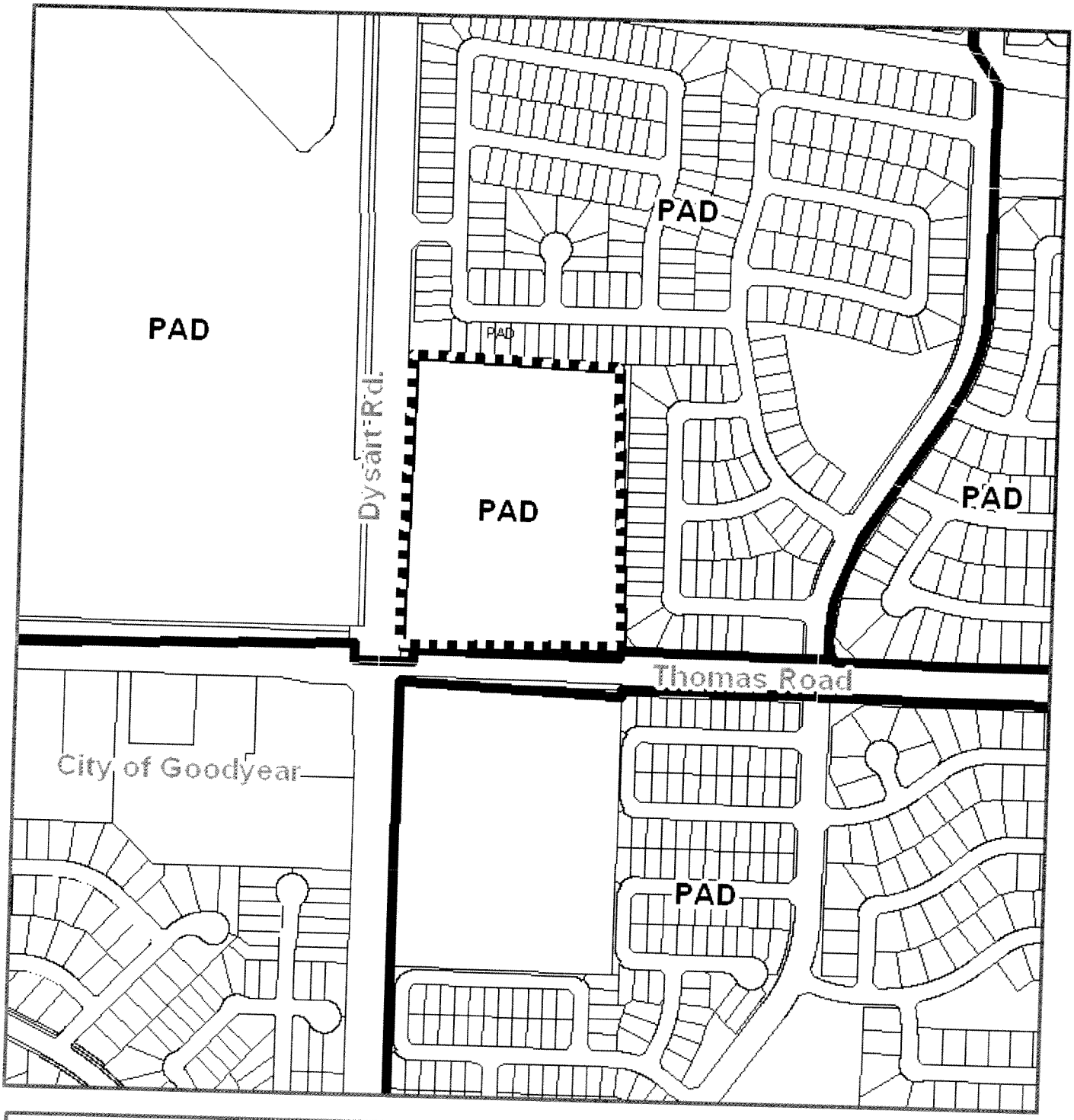
SUBJECT: Series 16 (State Series 12) Liquor License for EEST Bistro
3145 N Dysart Rd, #C102

The site is located at the northeast corner of Dysart Road and Thomas Road within the Dysart Commons 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 commercial. The subject property is zoned Planned Area Development (PAD) and is part of the Palm Valley PAD approved by City Council September 6, 1994. A restaurant is a permitted use within the PAD.

Attachment: Aerial Photography
Zoning Vicinity Map
Approved Site Plan – Dysart Commons



Zoning Vicinity Map

Avondale

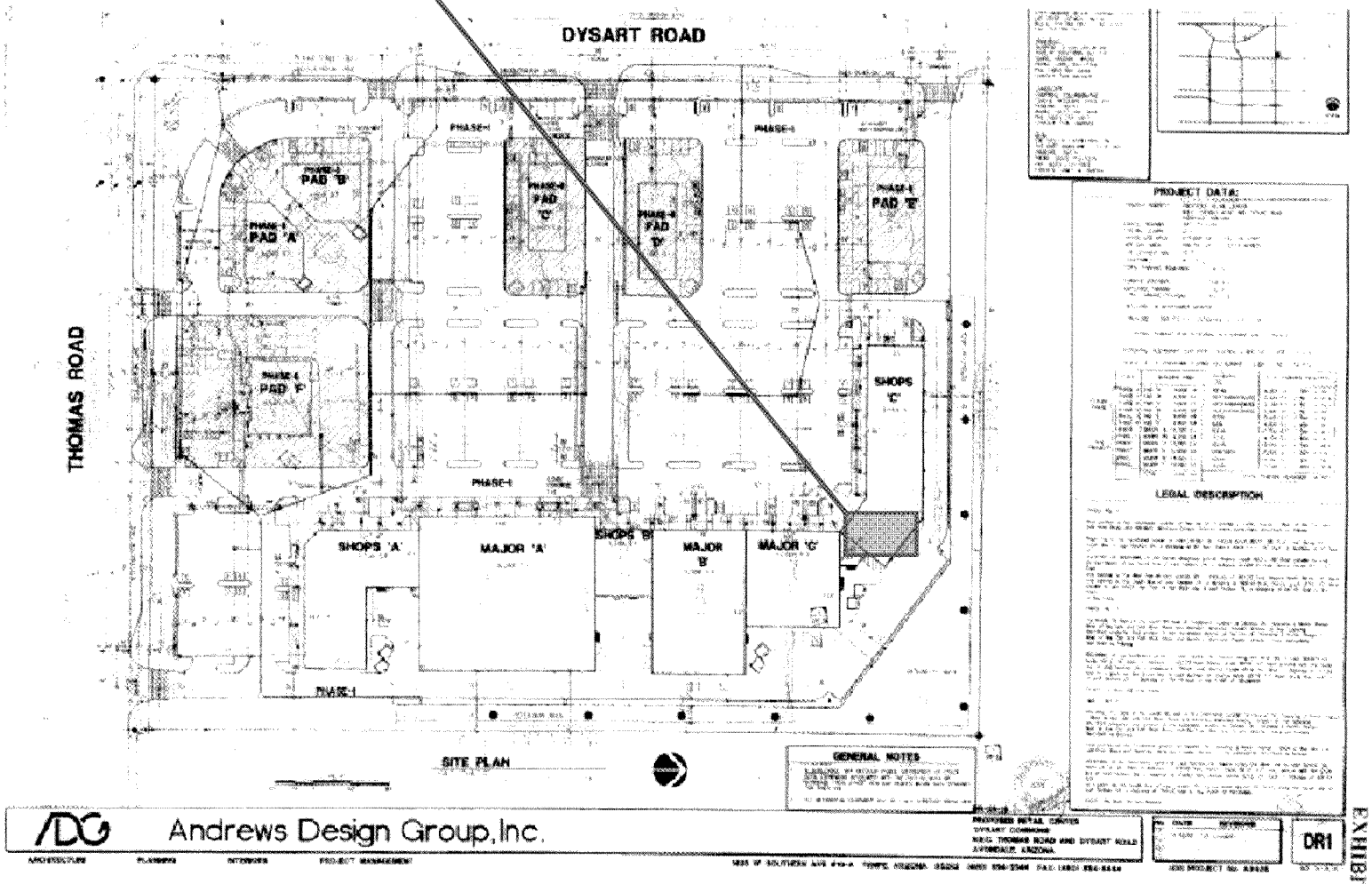
Subject Site

2008 Aerial Photograph

Avondale

Subject Property

EEST Bistro



ADG Andrews Design Group, Inc.

ARCHITECTURE PLANNING INTERIORS PROJECT MANAGEMENT

PROPOSED RETAIL CENTER
DYSART COMMONS
NWC THOMAS ROAD AND DYSART ROAD
AVONDALE, ARIZONA

DATE REVISIONS

DR1

EXHIBIT D

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: HENRY TRAN

BUSINESS NAME: EEST BISTRO

ADDRESS: 3145 NORTH DYSART ROAD, #C102

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

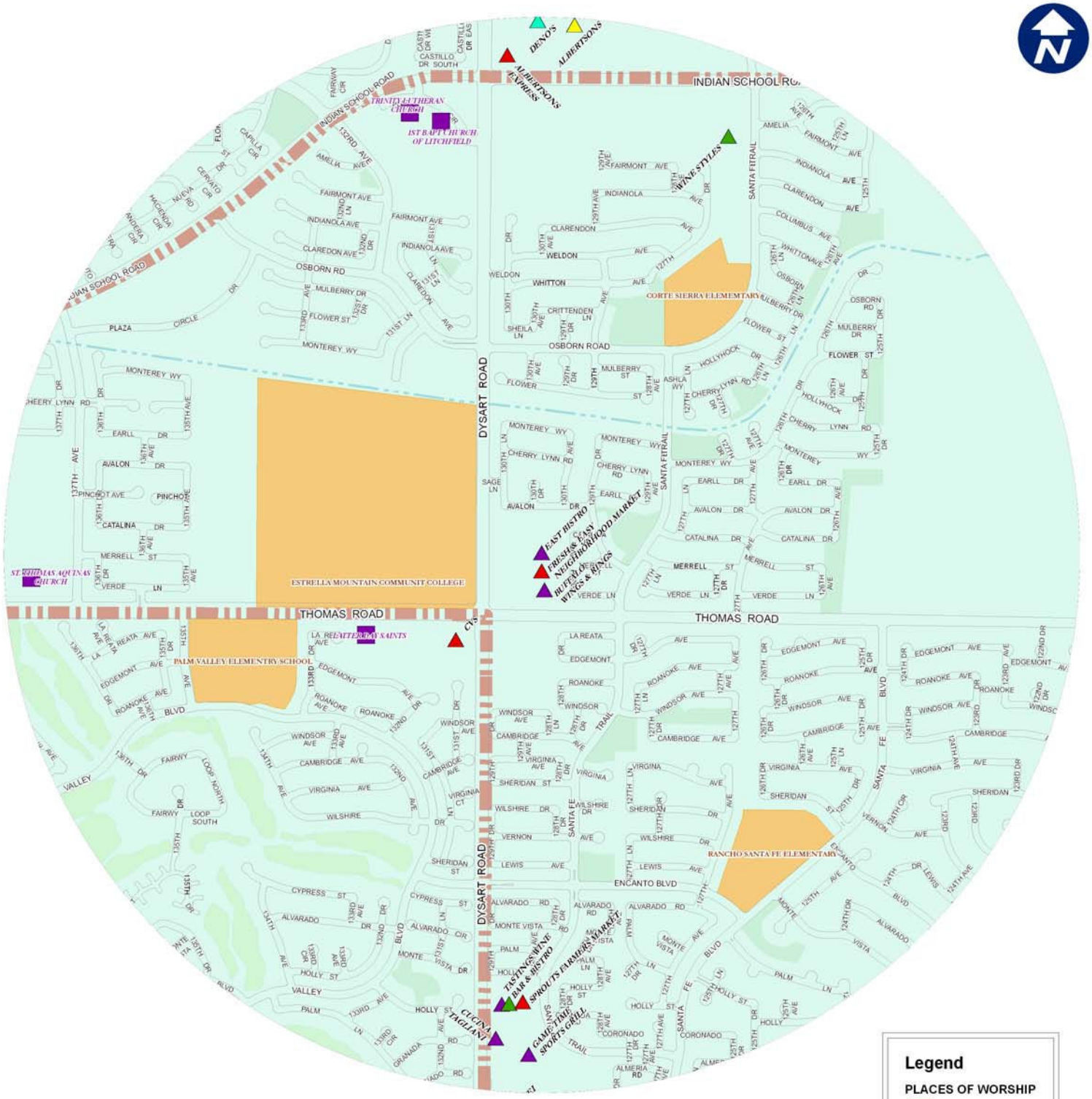
☒ APPROVED
☐ DENIED

Roger Park
SIGNATURE

FIRE MARSHAL
TITLE

8/13/08
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 8, 2008
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 18, 2008



Legend

PLACES OF WORSHIP

- CHURCH

LIQUOR LICENSE

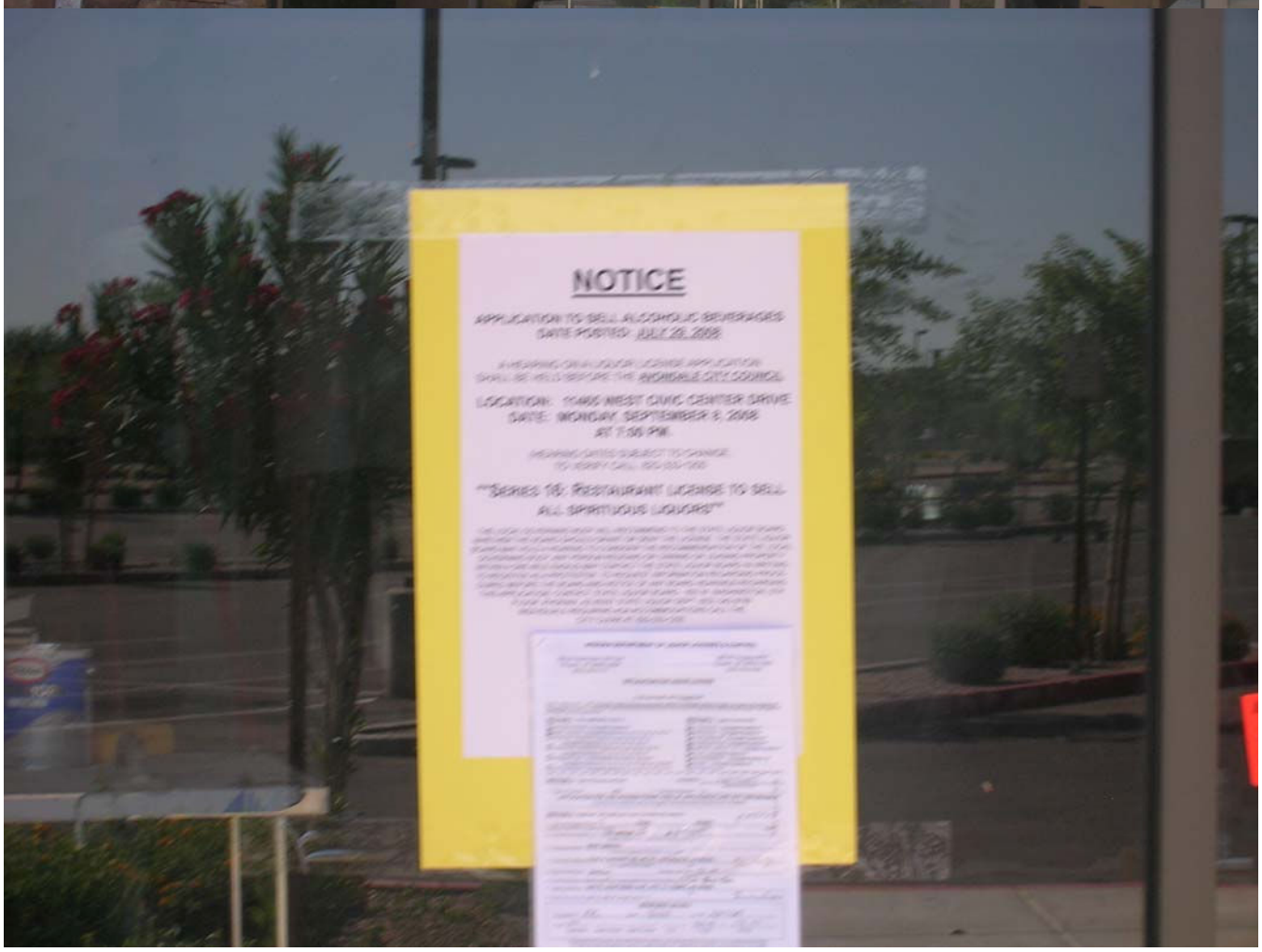
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- Ex_Streets
- SCHOOLS

EAST BISTRO
3145 N Dysart Rd
1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

East
asian bistro
102


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JULY 29, 2008
LOCATION: 10440 WEST CIVIC CENTER DRIVE
DATE: MONDAY, SEPTEMBER 8, 2008
AT 7:00 PM
"SERIES 18: RESTAURANT LICENSE TO SELL
ALL SPIRITUOUS LIQUORS"

DEVELOPMENT SERVICES

SUBJECT:
Time Extension for Fleming Farms PAD Zoning (ZE-08-2)

MEETING DATE:
September 8, 2008

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4017

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Extend the period allowed for commencement of development within the Fleming Farms PAD for one additional year, until September 2, 2009

PARCEL SIZE: Approximately 67 acres

LOCATION: Southwest corner of Avondale Boulevard and Lower Buckeye Road

APPLICANT: Matt Butcher, Evergreen DevCo

BACKGROUND:

The property was rezoned from AG (Agricultural) to PAD (Planned Area Development) on September 5, 2006. The approved PAD development plan provides for single family detached residential uses on approximately 50 acres and Neighborhood Commercial (C-1) uses on the 16.6 acre corner parcel (Exhibit D).

The final plat subdivided the original property into an approximate16.6 acre lot, an approximately 50 acre lot, and provided for approximately 5 acres of right-of-way dedication along Lower Buckeye Road and Avondale Boulevard which was approved by City Council on April 21, 2008 (Exhibit F). A final plat subdividing the approximately 50 acre lot into 147 residential single family detached lots was also approved by City Council on April 21, 2008 (Exhibit G). Neither final plat has been submitted for recordation.

The applicant has submitted construction documents for off-site perimeter right-of-way improvements along Avondale Boulevard and Lower Buckeye Road as well as for the 147 residential lots. Additionally, the applicant has submitted final landscape plans. Both are in the review process.

The applicant submitted a request for time extension on August 4, 2008 (Exhibit H).

ANALYSIS:

The Zoning Ordinance states that in order for a PAD rezoning to remain valid, development must commence within two (2) years of approval. If development does not commence within 2 years of zoning approval, the City Council may initiate the process to revert the property to its former designation or, at the request of the applicant, grant a one-year time extension.

In the period of time following approval of the Fleming Farms PAD, a final plat has been approved but not recorded, and construction documents and final landscape plans have been submitted for City review. The PAD zoning extension request includes a revised development schedule and

phasing plan that indicates permits will be obtained for construction of off-site right-of-way improvements along Lower Buckeye Road and Avondale Boulevard and of model homes prior to expiration of the PAD zoning extension.

As the Fleming Farms PAD still meets the objectives of the City for this area, staff supports this request for a one year time extension to give the developer opportunity to move forward with the construction document approval process that would be followed by construction permit issuance. If this request is approved, the applicant will have until September 2, 2009 to pull a permit for construction on the site and begin construction. If construction has not begun by that date, the Fleming Farms PAD will become null and void (AZO 607.B) and City Council may decide to take action to revert the zoning of the subject property to AG (Agricultural).

RECOMMENDATION:

Staff recommends that City Council **GRANT** the requested time extension with the provision that it expires on September 2, 2009.

PROPOSED MOTION:

I move that the City Council **GRANT** a time extension for Case ZE-08-2 until September 2, 2009.

ATTACHMENTS:

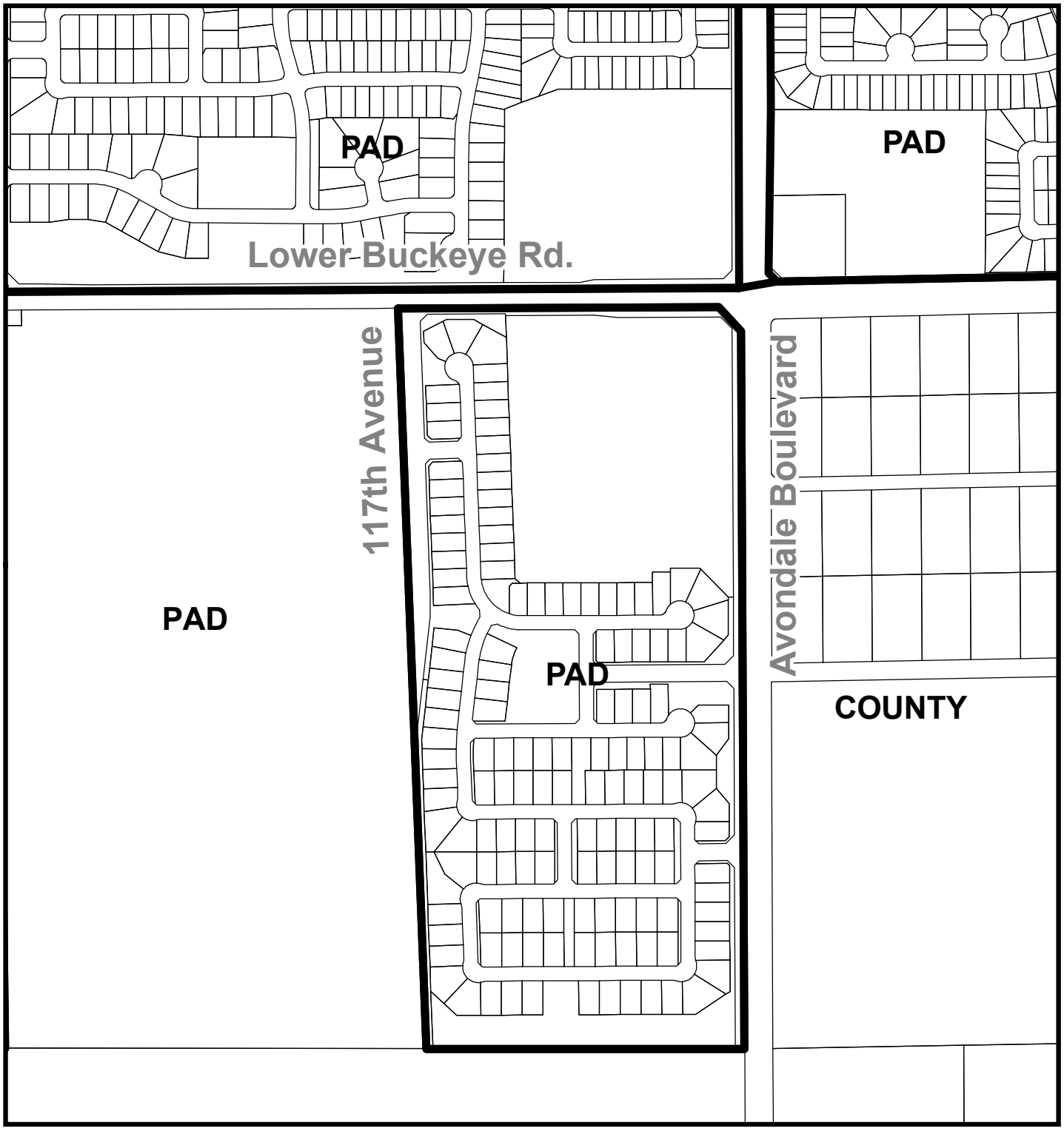
Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photo 2008
- Exhibit C - City Council Meeting Minutes from September 5, 2006
- Exhibit D - Approved Fleming Farms PAD Development Plan
- Exhibit E - Ordinance 1999-906
- Exhibit F - Approved Fleming Farms Final Plat, dated April 21, 2008
- Exhibit G - Approved Fleming Farms Lot 2 Final Plat, dated April 21, 2008
- Exhibit H - Request for Extension Narrative, date stamped August 4, 2008

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A



Zoning Map
Fleming Farms
ZE-08-2

Avondale

Subject Property

Del Rio Ranch PAD
Lower Buckeye Rd.
117th Avenue
Diamond P
Ranch PAD

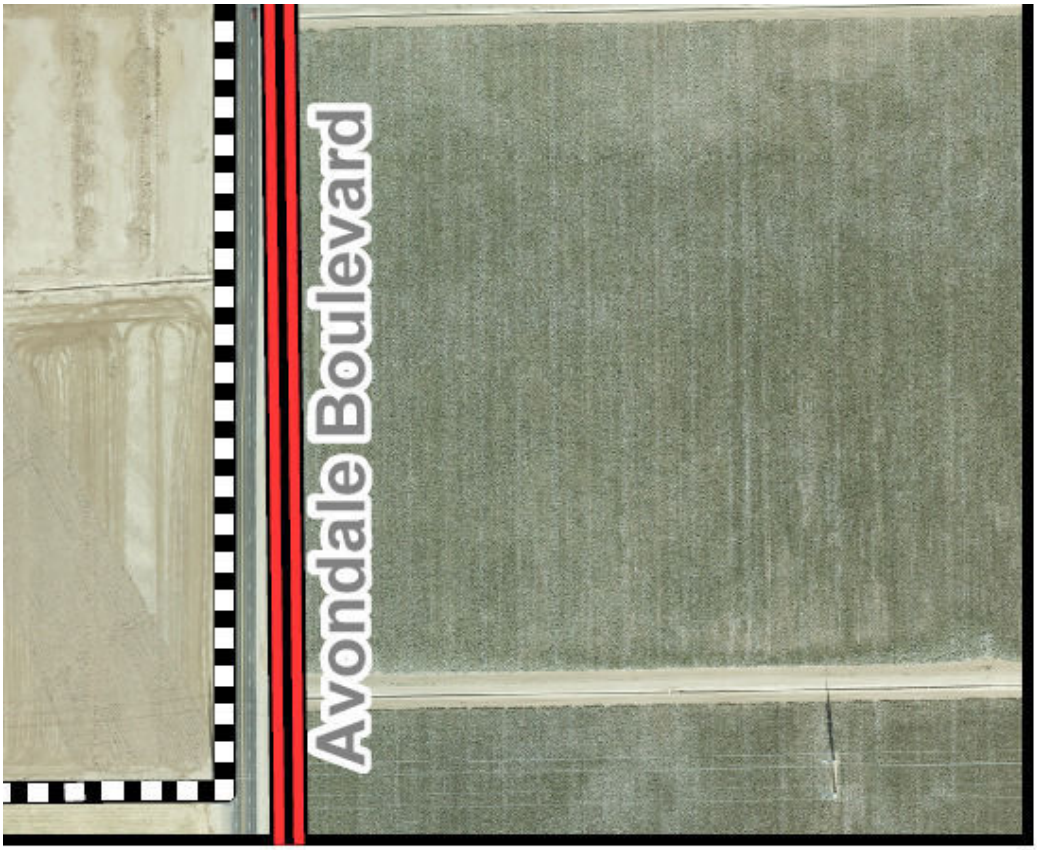
Exhibit B

Durango
Park PAD
Durango
Plaza
Unincorporated
Maricopa County

2008 Aerial F
Fleming
ZE-0

Avondale

Su



Photograph
Farms
8-2

ıbject Property

EXHIBIT C

Minutes of the regular meeting held September 5, 2006 at 7:00 p.m. in the Council Chambers.

Members Present

Mayor Lopez-Rogers and Council Members

Chuck Wolf, Vice Mayor

Jim Buster

Frank Scott

Ken Weise

Jason Earp

Betty Lynch

ALSO PRESENT

Charlie McClendon, City Manager

Andrew McGuire, City Attorney

Dean Svoboda, Planning and Building Services Director

Rob Emmett, Utilities Director

Linda Farris, City Clerk

9) PUBLIC HEARING – ORDINANCE 1999-906 – FLEMING FARMS PAD REZONING – Z-05-18

A public hearing and consideration of an ordinance rezoning from AG (Agricultural) to PAD (Planned Area Development) 67 acres located at the southwest corner of Avondale Boulevard and Lower Buckeye Road.

Mr. Svoboda stated this is one of the first rezoning applications that the Council will have the opportunity to entertain in the area south of Lower Buckeye Road. He explained this is a request to rezone approximately 67 acres from AG (Agricultural) to PAD (Planned Area Development). He stated this property was annexed earlier this year. Mr. Svoboda stated that the City's General Plan for this area shows a combination of three land uses, residential at 1-2.5 units per acre and 2.5 – 4 units to the acre. He stated that the bulk of the property is indicated to be 2.5-4 units per acre. He stated there is also an indication for a neighborhood sized center at this corner. He stated that the proposal is in compliance with the current General Plan. He stated the site plan shows a 17 acre commercial parcel that would be intended for a neighborhood center and 50 acres of single family subdivision.

Mr. Svoboda explained that the commercial uses are similar to those in the C-1 (Neighborhood Commercial) district. He said automotive related uses such as tire installation, car washes, auto part stores and gasoline sales would require a conditional use permit. Drive thrus would require a conditional use permit. Major auto repair and maintenance including painting and body work is prohibited. Convenience stores would require a conditional use permit as well as any retail uses over 100,000 square feet.

Mr. Svoboda stated that there will be a strong buffer provided from the residential lot, with different set backs provided for one and two stories. He stated they will also be double the width of normal landscape buffer between the residential and commercial. Mr. Svoboda indicated a master site plan will be required for the commercial site prior to development, which will be brought before the Planning Commission and then the City Council. He said the plan will address compatible architectural themes, building materials and colors, access, parking lot configurations, and signage among other requirements. He added that following approval of a master site plan, individual site plans may be submitted for administrative review and approval for each building within the commercial center.

Mr. Svoboda continued by stating that the PAD specifies the design standards for all buildings. The design standards are established to ensure that all buildings feature four-sided architecture. Examples of the architectural theme are provided in the PAD to display how the architecture of the commercial center can be compatible with the proposed architecture of the single-family residences.

Mr. Svoboda stated a 147-lot single family residential subdivision is being proposed with a maximum density of 2.96 dwelling units per acre. He stated there are three different lot sizes proposed. He stated front yard setbacks will be staggered at 18 feet and 21 feet. No more than two adjacent homes will be permitted to have the same setback. Mr. Svoboda explained that the applicant is requesting to allow front porches and side entry garages to encroach into the front yard setback up to five feet. Side yard setbacks will be a combination of 8 and 10 feet. Mr. Svoboda stated that the plat includes extra wide landscape track along both of the arterial streets. He explained that the rear yard setbacks will be at 15 feet, except for the lots adjacent to Lower Buckeye Road and Avondale Boulevard that require a minimum 30 foot setback measured from the right-of-way. The applicant is proposing two story homes allowed on lots adjacent to Avondale Boulevard and Lower Buckeye Road. He stated this would be a limited amount. Mr. Svoboda stated that this would be clarified in a stipulation and also mentioned a stipulation regarding notification to prospective home buyers regarding issues in the area.

Mr. Svoboda stated that access and circulation for the commercial parcel will accommodate driveways necessary to ensure safe traffic movement. He stated two access streets are proposed for the residential subdivision on Avondale Blvd and one access from 117th Avenue. He explained that there is currently an offset alignment of the property line at that location and there is also a fairly large irrigation structure. He stated as a result it makes it difficult for this developer to do half street improvements to 117th Avenue. Mr. Svoboda stated that the solution is that they will do a full street improvement on the north half of 117th Avenue and when the Pyleman property develops to the west, they will do a full street improvement to the south half.

Mr. Svoboda explained that the PAD specifies design standards for all residential developments. Four sided design is required for each house. Three architectural themes have been chosen for the development: Monterey, Territorial Ranch, and Spanish Colonial. The PAD outlines key features for each architectural style in terms of massing, finishing details, and allowed materials. To further ensure architectural variety the PAD specifies that no more than 50% of the residences may be of the same floor plan or architectural style.

The theme wall along the perimeter of the subdivision will utilize a combination of smooth and split faced CMU block with columns accented with stone veneer repeated every 300 feet. All community walls adjacent to Avondale Boulevard and Lower Buckeye Road will be 8-feet in height. Stone veneer will be included on the theme wall columns, the entry monuments, trellis features, and community ramadas.

Mr. Svoboda stated that overall the staff believes the PAD meets the objectives of the General Plan and will result in compatible land use. He stated that it meets and in some cases exceeds the PAD requirements.

Mr. Svoboda stated that the Planning Commission conducted a public hearing on July 20, 2006 and voted 6-0 to recommend approval of this request subject to 24 stipulations. He stated that staff is also recommending approval. He explained that there were modifications made to the stipulations such as rewording and dates changes after the meeting. He added that with regard to Exhibit I, Stipulation #3 should include that "mini storages should NOT be permitted." He stated that staff would like to add Stipulation #24: "Two story homes shall not be located on adjacent lots along Avondale Boulevard and Lower Buckeye Road." This language is included in the PAD and would be part of the approval regardless. This has been added to ensure the requirement is followed. He offered to answer questions from the Council.

Council discussed this proposal and asked questions. They discussed the monuments, and the depth of the planter. Council agreed to amend stipulation 17 to require that the developer also notify potential buyers of the school and public safety facility nearby,

The Council also discussed the hours of operation and the requirement for CUPs for some commercial uses. The Council discussed the entries into the developments, where a signal might be located in the future, bus bays, automotive uses, drive through uses, housing models and sprinklers. Council also discussed lot 48 and what might be done with it. Council discussed streetscapes and two story homes and the location of utility boxes.

Mayor Lopez-Rogers called on the applicant.

Ed Bull, representing Evergreen, stated he appreciates the Planning Commission's unanimous recommendation for approval. Mr. Bull stated they accept all the Planning Commission's recommended stipulations and also accept Stipulation #24 added this evening. He stated they also agree to the modification to Stipulation 17. He addressed Council's questions beginning with the depth of the planter. He assured the council it would be at a depth that is meaningful. Mr. Bull stated that regarding the hours of operation mentioned in the staff report, he emphasized a use permit is a compatibility test. Mr. Bull stated that sprinklers in the homes would be an option and available to the

home buyer. With respect to lot 48, he stated that they will work with staff in order to determine the best use for this lot. With respect to the one story vs. two story home along the arterial, a two story home would have a one story home on either side. He felt this would provide a great deal of streetscape interest with saw-toothing, different lot sizes and shapes, and widen landscaping. He concluded by stating that Evergreen is very interested in quality.

Council expressed concern regarding automotive related uses and discussed the request for 50% lot coverage.

Mayor Lopez-Rogers opened the public hearing.

Dr. Christina Curtis, resident of Avondale, stated that the commercial pad should be made into a park. She stated there are commercial pads planned for the other nearby corners. She suggested the lighting be kept at a low level. She suggested every street be lined with trees.

Mr. Bull said that the requested land uses are in conformance with the General Plan. He said there is a master site plan approval process for lighting.

Mayor Lopez-Rogers closed the public hearing.

Vice Mayor Wolf moved to approve Z-05-18 with the revised 24 stipulations. Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Scott	Aye
Council Member Buster	Aye
Mayor Lopez-Rogers	Aye
Vice Mayor Wolf	Aye
Council Member Lynch	Aye
Council Member Weise	Aye

Motion carried unanimously.

FLEMING FARMS

Planned Area Development

SWC of AVONDALE BOULEVARD & LOWER BUCKEYE ROAD
AVONDALE, ARIZONA

CITY COUNCIL

☐ Approved
☐ Denied
☒ Approved with Conditions

9/5/06
Date

Prepared by:

EVERGREEN - AVONDALE & L. BUCKEYE, L.L.C.

Amended: August 18, 2006
Amended: July 14, 2006
Amended: June 16, 2006
Amended: March 27, 2006
Submitted: October 17, 2005

AUG

Z-05-18

FLEMING FARMS
Planned Area Development
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FLEMING FARMS
Planned Area Development
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Tab 2	Surrounding Land Uses
Tab 3	General Plan/Existing Zoning/Proposed Zoning
Tab 4	Conceptual Residential Lotting
Tab 5	Conceptual Landscape/Open Space Plan/Active Open Space
Tab 6	Landscape and Open Space Vignettes
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FLEMING FARMS

Planned Area Development

1. Overview

Introduction

Evergreen - Avondale & L. Buckeye, L.L.C. ("Evergreen") is the developer of approximately 67 net acres (the "Site" and/or "Fleming Farms")[1] of real property located at the southwest corner of Avondale Boulevard and Lower Buckeye Road in Avondale, Arizona. Evergreen seeks Planned Area Development ("PAD") approval for approximately 17 net acres of Commercial and approximately 50 net acres of Single-Family Residential with a density of 2.96 du's/acre.

Site Location and Surroundings

The Site is shown on the Vicinity Map (Tab 1) and the Surrounding Land Uses Exhibit (Tab 2). The Site is bounded by Lower Buckeye Road on the north and Avondale Boulevard on the east. A power line corridor is located at the south boundary of the Site. Across Lower Buckeye Road to the north is zoned for commercial use. West of the Site and south of the power line corridor are planned for residential development. The Site is in agricultural use, including a horse farm. There are existing residential uses to the east of the Site. Other surrounding uses are agricultural.

General Plan and Zoning History

The City's adopted General Plan designates the Site for Commercial and Single-Family Residential Uses. The General Plan shows a small portion of the Site along Lower Buckeye Road, adjacent to the Commercial corner, planned as Low Density Residential (1 to 2.5 du/acre), and the balance of the Site planned as Medium Density Residential (2.5 to 4 du/acre) as shown on the General Plan Exhibit (Tab 3). As shown on the Existing Zoning Exhibit (Tab 3), the Site is currently zoned Agricultural (AG) in the City of Avondale. There are no applicable area plans. The PAD zoning proposed for the Site, as shown on the Proposed Zoning Exhibit (Tab 3) is consistent with the General Plan and surrounding land uses.

---

[1] The Site is approximately 69 gross acres and approximately 67 net acres. Net acreage is calculated by deducting the area for arterial streets from the gross acreage.

2. PAD Description

Proposed Land Uses - Development Plan and Program

Evergreen plans to develop approximately 17 net acres of the Site at the southwest corner of Avondale Boulevard and Lower Buckeye Road with commercial uses and the balance of approximately 50 net acres as a single family residential neighborhood. Fleming Farms will have a consistent overall theme for the Commercial and Residential components (architecture, landscaping, perimeter walls, signage, etc.) which will be similar to other high-quality developments in Avondale.

Residential Component

As set forth on the Conceptual Residential Lotting Exhibit (Tab 4) and the Residential Site Data table below, Fleming Farms will feature three lot sizes, ranging from 7,245 to 8,395 square feet planned for 147 dwelling units with an overall density of 2.96 du's/acre.

	Net Area (acres)	Minimum Lot Size	Minimum Lot Area (s.f.)	Number of Lots	Percent of Total Lots
		63'x115'	7245	57	38.8%
		68'x115'	7820	57	38.8%
		73'x115'	8395	33	22.4%
Total	50			147	100%

Fleming Farms responds to the existing and future needs of the community by providing new residential units characterized by high quality, diverse housing choices, and significant open space and amenities. Fleming Farms will consist of traditional-style neighborhoods and architectural styles (Monterey; Territorial Ranch; and Spanish Colonial). The architectural character of the community will lean towards simple, strong, elegant designs. It is expected that major building materials will include concrete tile and parapet roofs, earthen paint tones, and other compatible materials. Durability and ease of maintenance are a priority.

Compliance with General Plan

Fleming Farms has been planned with an overall density of 2.96 du/acre. Fleming Farms has been designed in recognition of the Objectives of the Elements of the Avondale General Plan, including for example:

- Land Use Goal 1(B)/Housing Goal 2(B): Fleming Farms will feature three lot sizes, ranging from 7,245 to 8,395 square feet, in compliance with the City's minimum lot width ordinance. The lots will permit the construction of a variety of site plans and orientations, and when combined with the enhanced elevations (see Residential Guidelines Exhibit (Tab 12) for examples) and open space amenities, the overall community will be attractive and desirable.

- Land Use Goal 2(B): The overall density of Fleming Farms (2.96 du/ acre) is less than the other approved subdivisions in the vicinity and less than the majority of all projects north of Lower Buckeye Road.

- Housing Goal 2(B): Fleming Farms will be attractive to home buyers looking for "move-up" opportunities because of the large lots, plus the attractive design styles outlined in the Residential Design Guidelines Exhibit (Tab 12) (Monterey, Territorial Ranch, and Spanish Colonial), give the community a distinct uniqueness lacking in many standard subdivisions.

- Housing Goal 2(C): Within this PAD, both residential and commercial design guidelines and standards have been established. These design guidelines and standards ensure that this development will meet or exceed the expectations of the Avondale Zoning Ordinance. Both the residential and commercial components will utilize complimentary architecture, landscaping, and signage.

- Water Resource Goal 2(B): As part of the approval process, Fleming Farms will transfer applicable grandfathered irrigation water rights to the City of Avondale.

- Circulation Goal 3(B): Fleming Farms will provide an extensive trails system, which will connect the neighborhoods, recreational facilities, and commercial areas.

- Circulation Goal 4(A): Fleming Farms will pay its fair share of transportation costs via the dedication of additional right-of-way for bus stops, turning lanes, and the construction of half-width street improvements on both arterial streets.

Given the challenges of the Site's location along the Commercial and Employment corridor of Avondale Boulevard, and between the Lower Buckeye Road arterial and a power line easement, the proposed density is both justified and well within the General Plan. Fleming Farms has met these challenges with a community greatly exceeding entry level housing. Justification for density above the target density (2.5 du's/acre) is merited by the inclusion of lot size variation, enhanced landscaping and neighborhood theming, open space amenities for teens and tots, and attractive elevation designs and styles.

These attributes combine to provide a varied streetscape within the overall density contemplated by the General Plan.

Landscaping, Open Space, and Amenities

A sense of community identity is achieved upon arrival from Avondale Boulevard. The two entries are depicted on the Conceptual Residential Lotting Exhibit (Tab 4) and the Conceptual Landscape/Open Space Plan (Tab 5). Landscape and Open Space Vignettes are provided at (Tab 6). Abundant landscaping and distinctive monumentation frame each of the entries and signify the special community within the perimeter walls. The Wall Plan and Hardscape Details (with entry monumentation) are provided at (Tab 7). Recreational opportunities abound within the well-designed park and open space system.

Staggers and visual breaks in the perimeter theme walls maximize the visual interest. The extensive open space throughout the neighborhood provides 9.46 acres of landscaped areas. Further, 6.36 acres are considered active open space per the Zoning Ordinance's requirement for common open space. The location of the active open space acreage is depicted on the Active Open Space Exhibit at (Tab 5). A noteworthy 19% of the total residential development area is composed of parks, perimeter landscaping, and landscape tracts and trails. This design allows for easy access to the park by street, sidewalk, or trail from all residences in the community. The substantial open space component in the south portion of the Site makes efficient use of the power line easement separating the Site from the residential uses proposed to the south. The active recreational activities (lot lots, basketball courts and ramadas) and the access to them are all located in areas that will not be impacted by storm water runoff nor in areas used for water retention.

The substantial open space enhances the quality of life for community residents and provides numerous opportunities for passive and active recreation which is additionally encouraged by the significant amenities throughout the neighborhood and pocket parks. The amenities (as depicted on the Conceptual Landscape/Open Space Plan and Landscape and Open Space Vignettes at (Tabs 5 and 6) include ramadas and barbecue areas, a 1.77 acre centralized park with a tot lot with activities for ages 5-12 and a half basketball court for teens, a 3.61 acre linear park with a tot lot area with activities for ages 2-5, a multi-use trail along the power line corridor, trellises as neighborhood identification, open space with turf areas, meandering sidewalks along open spaces, and landscaped side yards on corner lots with trees.

Circulation

Fleming Farms Street Circulation Plan is provided at Tab 8. The Traffic Impact Study prepared for Fleming Farms states that roadways are appropriately sized and the driveways appropriately sized and located to serve the Site without conflict to adjacent properties. Primary access to the Site will be via Avondale Boulevard and the north/south collector located at the western property line. Within the residential subdivisions numerous curves, knuckles, and cul-de-sacs effectively convey traffic while

maximizing safety and the aesthetics of open space features. The streets have also been designed to provide good views of the landscaped open spaces as residents drive through their neighborhoods to promote safety and visibility throughout the community.[2] The trail system across the Site, as depicted on the Master Bicycle and Pedestrian Trails Plan set forth at Tab 9, promotes connectivity with the commercial parcel at the intersection of Avondale Boulevard and Lower Buckeye Road and with future residential development anticipated to the west. A Streets & Trails Cross-Sections exhibit is provided at Tab 10.

The Summary and Recommendations portion of the Traffic Impact Study is summarized below:

- The access points for the proposed residential development should adequately serve the site. Avondale Boulevard and Lower Buckeye Road will adequately accommodate traffic from the site.
- It is recommended that the Avondale Boulevard half street right-of-way is 65' to match its proposed future cross section.
- The Minor Collector road on the west side of the site is proposed to be a 2-lane roadway on 60' of right-of-way.
- The residential connection to the Minor Collector road, located at the northwest corner of the development, will adequately serve as full access.
- The northern residential connection to Avondale Boulevard, which aligns with Miami Road, will adequately serve as full access with a median break on Avondale Boulevard.
- The southern residential connection to Avondale Boulevard, which aligns with the proposed *Shadow Ridge* access point, will adequately serve as full access with a median break on Avondale Boulevard.
- It is recommended that the right-of-way for Lower Buckeye Road shall be 55' plus an additional 12' for the proposed dual left turn lane and right turn lane. This additional right-of-way has been provided for a distance of 550' from the intersection.
- Potential full access locations to serve the commercial development are located 660' west and south of the intersection of Avondale Boulevard and Lower Buckeye Road.
- Further analysis of the commercial component will be submitted with the Master Site Plan, including recommendations for locations and sizing of deceleration lanes.

Additionally, upon construction of the off-site improvements, there will be a bus bay provided adjacent to the commercial development along Avondale Boulevard, and Fleming Farms will be responsible for one-quarter of the cost to construct the traffic signal at Avondale Boulevard and Lower Buckeye Road, which shall be paid prior to recordation of the final plat. The timing of the signalization of Avondale Boulevard and Lower Buckeye Road is dependent on the development of a number of adjacent projects. The

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[2] Floor plans on lots at any "T" intersection will be oriented so that lights from any approaching vehicles will not be perpendicular to any front windows.

City of Avondale will be responsible for the actual construction of the traffic signal at such time as the signal is warranted.

Commercial Component

The Conceptual Commercial Elevations exhibit (with color and materials) for the commercial component is set forth at Tab 11. The conceptual elevations are provided to demonstrate the character, form and architectural theme of the commercial component. The concept is to provide a Southwestern Village design through the integration of regional colors and materials such as, but not limited to tile roofs, ornamental windows, metal sidings, exposed / painted (regional earth tones) tube steel beams and columns, stucco painted, earthen tone stone columns and wainscoting, and stained concrete masonry unit walls. Patterned paving at the entry drives will signify the entry of the Village Market concept. The architectural design includes faux second story window elements to enhance visual interest. The orientation of the Shops will create shade along the pedestrian walkway in front of the stores with landscaping, trellised courtyard and amenities such as benches, potted plants, and bicycle stands to provide a pedestrian friendly experience for shoppers, enhancing the adjacent residential neighborhood.

3. Development Standards

Residential Development Standards

Development standards for the residential component of Fleming Farms meet or exceed those contained in the R1-6 Zoning District and are set forth in the table below entitled Residential Development Standards.

RESIDENTIAL DEVELOPMENT STANDARDS			
Standard	Fleming Farms PAD		
	63'x 115'	68'x115'	73' x 115'
Minimum Net Site Area	7245 sq.ft.	7820 sq.ft.	8395 sq.ft.
Max. Density (du/acre)	2.96		
Minimum Lot Width	63'		
Minimum Lot Depth	115'		
Maximum Building Height	30'		
Maximum Building Coverage	50%		
Minimum Setbacks			
Front Yard (1)(2)(3)	18'/21'		
Total Side Yard	18'		
Minimum Side Yard	8'/10'		
Rear Yard	15'		
Street Side (4)	8'		

Notes:

(1) Front yard setbacks may be reduced by 5 feet in accordance with Avondale Zoning Ordinance Section 202(H)(3)(d) where side entry garages are used or where garages are recessed a minimum of five (5) feet behind the living areas of the units.
(2) Encroachments into the front setbacks up to 5 feet shall be permitted for front porches.
(3) Front setbacks shall be staggered at 18'/21' with no more than two adjacent homes having the same setback.
(4) Due to the inclusion of landscaped tracts adjacent to each corner lot, only traditional side yard setbacks apply.

Fleming Farms complies with the City of Avondale residential development standards and incorporates the following additional development standards which exceed the City requirements:

- A significant portion of the Site (19%) is reserved for open space, approximately two times that required by the City development standards.

- Unique, enhanced entry features are provided at each of the three entrances to Fleming Farms. These entry features are show on Tab 6.

- Enhanced theme walls are provided along Avondale Boulevard and Lower Buckeye Road and are detailed on Tab 7. These theme walls, at 8' in height, exceed the City standard of 6' and incorporate diverse materials and provide additional visual relief than that found in typical subdivision walls.

- Avondale's signature "Southern Live Oak" street trees will be incorporated along Avondale Boulevard.

Residential Uses

For the residential component of Fleming Farms, the permitted and conditional uses will be those permitted in Section 2 of the City of Avondale Zoning Ordinance.

Commercial Development Standards

The Commercial component of Fleming Farms will consist of a neighborhood serving center that will provide retail, service, or office uses to support the growing residential needs of the nearby communities. The Commercial Development Standards (e.g. setbacks, height, lot coverage, etc.) shall be as set forth in this booklet, including those items addressed in the following table entitled Commercial Development Standards.

COMMERCIAL DEVELOPMENT STANDARDS	
Standard	Fleming Farms PAD
Minimum Lot Width	NA
Minimum Site Depth	NA
Maximum Building Height (1)	30'
Maximum Lot Coverage	NA
Minimum Setbacks	
Front	20'
Interior	NA
Street Side	20'
Minimum Setback from Residential (2)	50'

Notes:

(1) The maximum building height for non-occupied architectural embellishments to create visual interest within commercial districts, such as towers, mechanical screening, pitched roof elements and parapets, may not exceed 40 feet.

(2) For two-story buildings, the minimum setback for any two story element may not be less than 75 feet.

Commercial Uses

A. <u>Permitted Uses</u>

The uses permitted in this district are as follows:

- Retail Sales of new merchandise within an enclosed building.
- Food stores, drug stores, and variety stores.
- Specialty stores such as candy shops, tobacco shops, card shops, flower shops, gift shops, hardware stores, and liquor stores.
- Photographic developing and printing studio, for retail use only.
- Clothing, shoe, jewelry, and similar apparel stores.
- Small appliances and electronics stores.

- Bicycles, musical instruments, sporting goods, and similar stores.
- Home furnishings and major appliance stores, excluding servicing and repair.
- Restaurants, coffee shops, and delis.
- Banks and other financial institutions.
- Offices including professional, medical, administrative, and business offices.
- Employment agencies.
- Personal services such as barber shops, beauty shops, nail salons, tanning salons, and day spas (which provide a variety of personal services such as hair styling, manicures and pedicures, makeup, facials, tanning, massage, and other related services) but excluding sexually oriented businesses and tattoo parlors.
- Tailor shops, shoe repair and watch repair.
- Ticket and travel agencies.
- Automatic Teller Machine (ATM).

B. Uses Subject to Conditions

The following additional uses are permitted within Fleming Farms, subject to the listed conditions:

- Fitness centers, dance studios, aerobics classes and similar uses are limited to a maximum of four thousand (4,000) square feet of floor area.
- Dry cleaning and laundry services are limited to pick up/drop off stations only (no on premises plants, bulk cleaning or dying).
- Indoor recreational facilities including video arcades play lands, and similar uses are limited to a maximum floor area or four thousand (4,000) square feet.
- Drive-thru uses shall be designed such that the drive-thru window shall not face an arterial street or a residentially zoned property. The drive-thru window and adjacent lanes shall include a cover designed as an integrated part of the building.

C. Uses Subject to Conditional Use Permit

The following additional uses may be allowed in Fleming Farms, subject to a conditional use permit:

- Business hours which extend beyond the permitted hours of 6 a.m. to Midnight.
- Retail Uses in excess of 100,000 s.f.
- Churches.
- Child and/or adult day care centers.
- Convenience stores and gasoline stations.
- Restaurants with live entertainment (music performed by more than one musician) and dancing (not including adult entertainment).

- Minor auto repair and maintenance limited to lubrication, tire sales, windshield repair, car washing and polishing, and minor dent repair (not including painting or major body work).
- Carwashes.
- Auto parts and supply stores.
- Car rental with onsite pick-up and drop-off.
- Massage salons.
- Mini storage warehouses.
- Drive-thru Restaurants

D. Prohibited Uses

The following uses are prohibited:

- Check cashing, bondsman, pawn shops, plasma centers, thrift stores.
- Day labor centers.
- Outdoor storage.
- Sexually oriented businesses.
- Shooting Ranges.
- Any uses not expressly permitted herein.

4. Residential Design Guidelines

The residential design at Fleming Farms is envisioned to provide a diverse traditional neighborhood, being an asset to both homeowners and the community. The design and planning concepts outlined in the Residential Design Guidelines Exhibit (Tab 12) reinforce a sustainable, quality neighborhood and are intended to outline the quality standards that the residential architecture will play in realizing this vision.

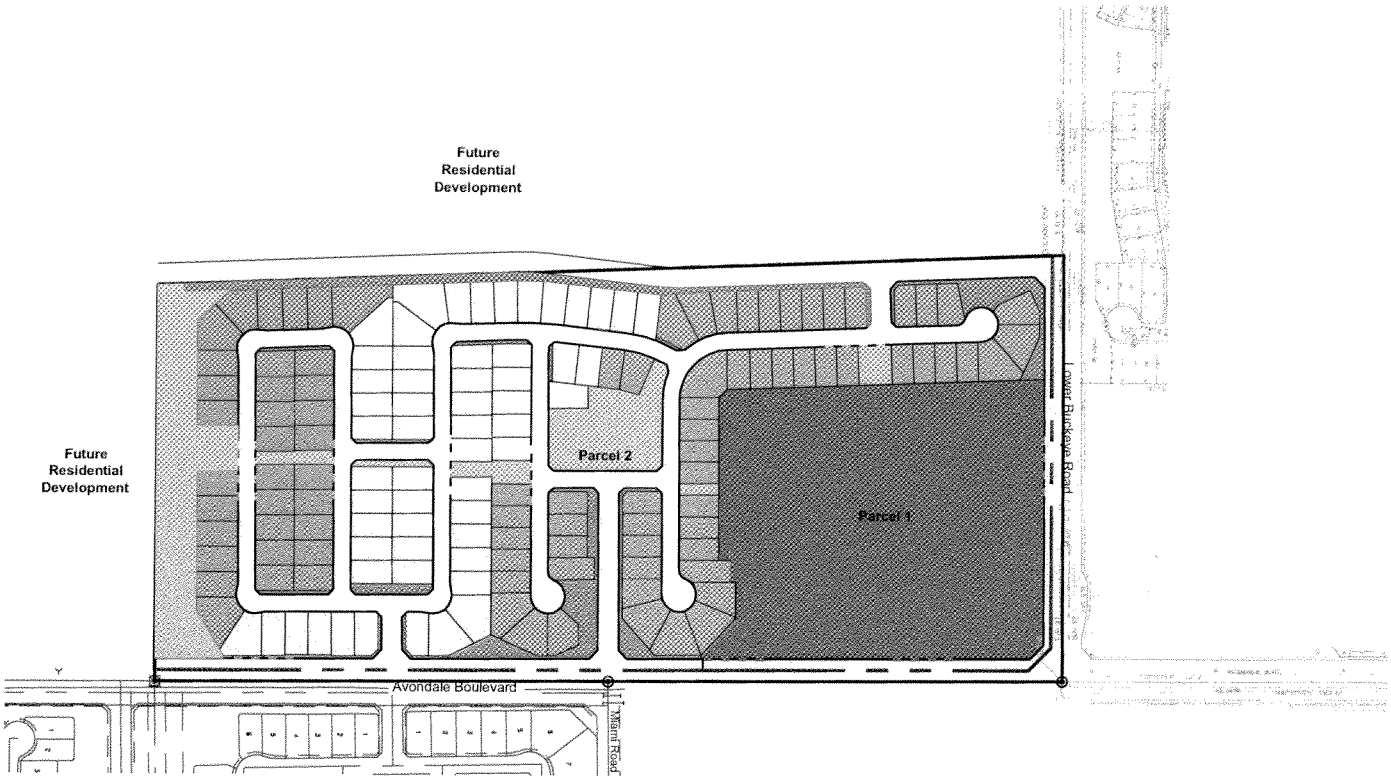
5. Commercial Design Guidelines

The design guidelines for the commercial land use located at the southwest corner of Avondale Boulevard and Lower Buckeye Road are outlined in the Commercial Design Guidelines Exhibit (Tab 11).

6. Miscellaneous

A. Signage

The Signage at Fleming Farms will comply with the City of Avondale Zoning Ordinance and Subdivision Regulations. The architectural style of the residential and commercial monument signage shall be complementary. A Comprehensive Sign Plan will be reviewed and approved with the Master Site Plan.



Legend

- Project Boundary
- Parcel Boundary
- 63' x 115'
- 68' x 115'
- 73' x 115'
- Commercial
- Active Open Space
- Passive Open Space

Fleming Farms

Avondale, Arizona

Conceptual Residential Lotting Exhibit

Residential Site Data

Single-Family Lot Mix Percentages

Lot Type	Unit Count	Percentages
63' x 115'	57	38.8%
68' x 115'	57	38.8%
73' x 115'	33	22.4%
Totals:	147	100%

Site Density = 2.96 du/ac

North

CMX Project Number: 7204
Project Manager: S. Duplessis
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Aug 03, 2006 6:01pm

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B. Water, Wastewater, and Utilities

Water service for Fleming Farms will be provided by the City of Avondale through an existing 12" water line in Lower Buckeye Road and the construction of a new 16" line in Avondale Boulevard. Based on discussions with City staff, Fleming Farms will not require any additional improvements to the existing water system, except that the City may participate in over-sizing the 16" water line in Avondale Boulevard to create a 24" water line.

Wastewater service for Fleming Farms will be provided by the City by an existing 30" sewer line in Avondale Boulevard. Based on the City of Avondale Master Wastewater Study and further confirmation from City staff, there is adequate capacity in the adjacent 30" sewer line and further downstream lines to serve this site.

Southwest Gas a has nearby gas facilities available to serve the Site. Telephone service to this area is provided by Qwest Communications. Cox Communications provides cable television service to this area. The Site is within the Salt River Project service area. Information from Southwest Gas, Qwest, Cox, and SRP indicate all have facilities available to serve the Site. The Utilities Exhibit (Tab 13) sets forth locations for the existing and proposed utilities.

C. Grading and Drainage

The Site naturally slopes at a constant grade towards the southwest, as depicted on the Topography Exhibit (Tab 14). The result of the Flood Delineation Study for this site is shown on the Maricopa County Flood Insurance Rate Map (FIRM) No. 04013C2095E, revised July 19, 2001. The property is in Zone "X." The City of Avondale requires retention basins be designed to retain the runoff from the 100-year, 2-hour storm event. For retention/detention basins with ponding depths less than or equal to three feet, side slopes will be planned no steeper than 4:1. Based on the size of the Site, the volume of storm water generated will be incorporated into the residential lotting layout and in the commercial site plan. Underground retention will be provided for the commercial parcel if and to the extent that the commercial parcel's retention volume cannot be provided in surface retention basins within the commercial parcel. Per discussions with Arizona Public Service, it will be acceptable to retain stormwater for the Site along the southern property line within the existing APS overhead electrical easement.

D. Schools

Fleming Farms is located within the Tolleson Union High School District and the Littleton Elementary School District. Owner representatives have met with superintendents of both Districts. Evergreen will mitigate the effects of Fleming Farms on the Tolleson Union High School District by providing a financial donation. The Littleton district has confirmed that provision of the Hillcrest school site satisfied the impacts for both Hillcrest and Fleming Farms and that no financial contribution is warranted. Copies of letters from the Littleton Elementary School District, dated August 17, 2005 and from

the Tolleson Union High School District dated December 20, 2005 indicating their respective approval of the land use proposed in this PAD are provided at Tab 15.

E. Proposed Residential/Commercial Development Approval Process

This PAD narrative and Proposed Land Use Development Map establishes the scale, general circulation and character of the development. The character will be set by the materials/colors and architectural elements defined in the development standards and design guidelines and shown on the conceptual elevations.

Residential development will require:

- Preliminary Plat review by both the Planning Commission and City Council with ultimate approval from the City Council.
- Final Plat review and approval from the City Council.
- House Plans to be reviewed administratively for conformance with the residential design guidelines approved within this PAD.

Commercial development will require:

- Master Site Plan and Comprehensive Sign Plan review by both the Planning Commission and the City Council with ultimate approval from the City Council.
- Individual Site Plans (final plans for individual tenants) to be reviewed administratively for conformance with the Master Site Plan and this PAD.

F. Phasing

Development of the residential and commercial portions of the Site is expected to be phased in accordance with the market demand. If the project is phased, offsite improvements along Avondale Boulevard and Lower Buckeye Road will be constructed with the first phase of development. The Minor Collector along the western boundary of the Site will be constructed concurrently with the residential phase of the project.

The implementation of this phasing plan will be accomplished by following the Master Site Plan and subdivision processes detailed in the City of Avondale Zoning Ordinance and Subdivision Regulations. While it is anticipated that the entire commercial parcel will be developed simultaneously, it is possible that construction of the commercial parcel will occur in phases.

G. Homeowners' Association

A homeowners' association ("HOA") is planned for the residential component of Fleming Farms. All community open space, amenities, landscape tracts, and right-of-way landscaping within the residential component will be owned and maintained by the HOA.

H. Neighborhood Outreach

A summary of neighborhood communications has been provided to City Staff.

I. Adjacent Dairy Notification Plan

The property to the west of Fleming Farms is currently an operating dairy. The owner of the dairy has purchased another facility and has moved the majority of the animals to that facility. The property owner has been involved in litigation with a potential buyer since April, 2005. In discussions with the adjacent property owner, he indicated that a settlement has been reached and that he would be marketing the property for sale to residential developers beginning in June, 2006 and that it is his intent to relocate the remaining cattle from the dairy following the sale of the property.

In the event the dairy has not been relocated prior to the recordation of the Final Plat for Fleming Farms, it shall be a requirement that 1) a statement be placed on the Final Plat indicating that there is a dairy adjacent to the Site and 2) the CC&R's include a provision declaring that the Site is adjacent to an operating dairy. Further, in the event that the dairy has not been relocated prior to the commencement of sales for homes located in Fleming Farms, homebuyers shall be required to sign an affidavit acknowledging that they are aware that the Site is adjacent to an operating diary.

7. Development Team

Owners	Elvin E. and Joan Fleming P.O. Box 299 Cashion, AZ 85329 Evergreen - Avondale & L. Buckeye, L.L.C. 2390 E. Camelback Rd., Suite 410 Phoenix, Arizona 85016 Attn.: Matt Butcher Phone: (602) 808-8600 Fax: (602) 808-9100
Developer	Evergreen - Avondale & L. Buckeye, L.L.C. 2390 E. Camelback Rd., Suite 410 Phoenix, Arizona 85016 Attn.: Matt Butcher Phone: (602) 808-8600 Fax: (602) 808-9100
Civil Engineering	CMX 7740 N. 16th St., Suite 100 Phoenix, Arizona 85020 Attn.: Shelby Duplessis Phone: (602) 567-1900 Fax: (602) 567-1901
Zoning	Burch & Cracchiolo, P.A. 702 East Osborn Road, Suite 200 Phoenix, Arizona 85014 Attn.: Ed Bull Phone: (602) 234-9913 Fax: (602) 240-3823

8. Conclusion

This Fleming Farms PAD is in conformance with the City's General Plan, provides a variety of high-quality residential options, and provides commercial uses to serve surrounding residential communities. Approval is requested.

Evergreen - Avondale & L. Buckeye, L.L.C.

ORDINANCE NO. 1999-906

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 67 ACRES LOCATED AT THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD AS SHOWN IN FILENAME Z-05-18, 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 20, 2006, 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 September 5, 2006.

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

SECTION 1. That ± 67 acres of real property generally located at the southwest corner of Avondale Boulevard and Lower Buckeye Road as shown in filename Z-05-18 (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 be in substantial conformance with the development plan and narrative dated August 23, 2006 except as modified by these stipulations.

2. The required development standards shall be as shown in the narrative request dated August 23, 2006.
3. Uses for the subject property shall be as shown in the narrative request dated August 23, 2006 except that mini-storage shall be permitted.
4. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
5. The developer shall be responsible for a quarter of the cost of the traffic signal to be located at the intersection of Avondale Boulevard and Lower Buckeye Road. Such payment shall be made to the City prior to recordation of the final plat.
6. All perimeter half-street improvements along Avondale Boulevard and Lower Buckeye Road shall be constructed in a single phase at the time of development.
7. Street improvements shall be required as follows, as determined by the City Engineer:

Street	*ROW Width*	*Required Improvements*
Avondale Boulevard	65' (half-street)	Paving, curb, gutter, detached sidewalk, street lights, and landscaping.
Lower Buckeye Road	55' (half-street) Additional 12' of ROW within 550 feet of the Avondale Blvd. Intersection	Paving, curb, gutter, detached sidewalks, street lights, landscaping. Deceleration lanes as deemed necessary by City Engineering at the time of master site plan approval.
117th Avenue	60' (full-street)	Paving, curb, gutter, sidewalks, street lights, landscaping.

8. A new traffic study for the commercial center shall be submitted concurrent with the master site plan submittal.
9. Deceleration lanes shall be provided at all driveway connections to Avondale Boulevard and Lower Buckeye Road as determined by the City Engineer at the time of master site plan approval.
10. A bus bay and concrete pad shall be provided on Avondale Boulevard as determined by the City Engineer at the time of master site plan approval.
11. Shaded pedestrian walkways shall be provided from Avondale Boulevard and Lower Buckeye Road to buildings within the commercial retail center. One 24-inch box tree shall be planted along the walkway for each 20 linear feet of the walkway length. Canopies or other shade structures may be substituted for the landscape plantings as long as they are designed to match the overall site architectural theme.
12. The house plans shall be in substantial conformance to the style and character of the elevations provided in the PAD narrative.
13. All buildings, including those of franchise users, will be required to conform to the character and materials established by the Development Plan as finalized at the time of Master Site Plan approval for the commercial center.
14. All conditional uses shall be processed and evaluated in accordance with Section 108: *Conditional Use Permits* of the City of Avondale Zoning Ordinance.
15. All buildings shall use glass with low reflectivity.
16. Individual letters and custom cabinets for logos shall be used for commercial wall signs. Exposed raceways are prohibited.

17. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:

    a. The proximity of the future commercial uses to the north.
    b. The location of Rudd substation and adjacent transmission lines.
    c. The proximity to existing dairy farms and associated odors.
    d. The future location of State Route 801.

18. Prior to final plat approval, the applicant shall obtain approval for Arizona Public Service (APS) for the use and landscaping of the transmission line corridor.
19. If irrigation has not ceased on the Pylman property site prior to the construction of the subdivision, the irrigation ditch shall be piped as determined by the City Engineer.
20. A landscape tract with a minimum width of 18 feet shall be provided along Avondale Boulevard and Lower Buckeye Road adjacent to the subdivision.
21. A 12-foot public use easement shall be dedicated for the public regional trail as part of the final plat.
22. Lot 48 shall be deleted.
23. Homebuilders shall inform prospective homebuyers by affidavit of the proximity of Phoenix International Raceway (PIR) and the nature of the periodic events that occur there. A map showing the location of PIR in relation to the subdivision, and the primary routes used by event traffic, shall be prominently displayed in the model home sales office. A note stating that the subdivision is located within three (3) miles of PIR shall be shown on the final plat and in the CC&R's recorded for the subdivision.

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, September 5, 2006.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

670734.2

EXHIBIT A
TO
ORDINANCE NO. 1999-906

[Map and Legal Description]

See following pages.

SOUTHWEST CORNER OF AVONDALE BLVD & LOWER BUCKEYE ROAD
GROSS PROPERTY
LEGAL DESCRIPTION

That portion of the Northeast quarter of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a brass cap in hand hole accepted as the Northeast corner of said Section 24 from which a brass cap in hand hole accepted as the North quarter corner thereof bears South 89 degrees 43 minutes 31 seconds West a distance of 2653.33 feet;

Thence along the east line of said Northeast quarter, South 00 degrees 15 minutes 41 seconds East a distance of 2644.45 feet to a brass in hand hole accepted as the East quarter corner of said Section 24;

Thence along the south line of said Northeast quarter, North 89 degrees 57 minutes 01 seconds West a distance of 1149.13 feet;

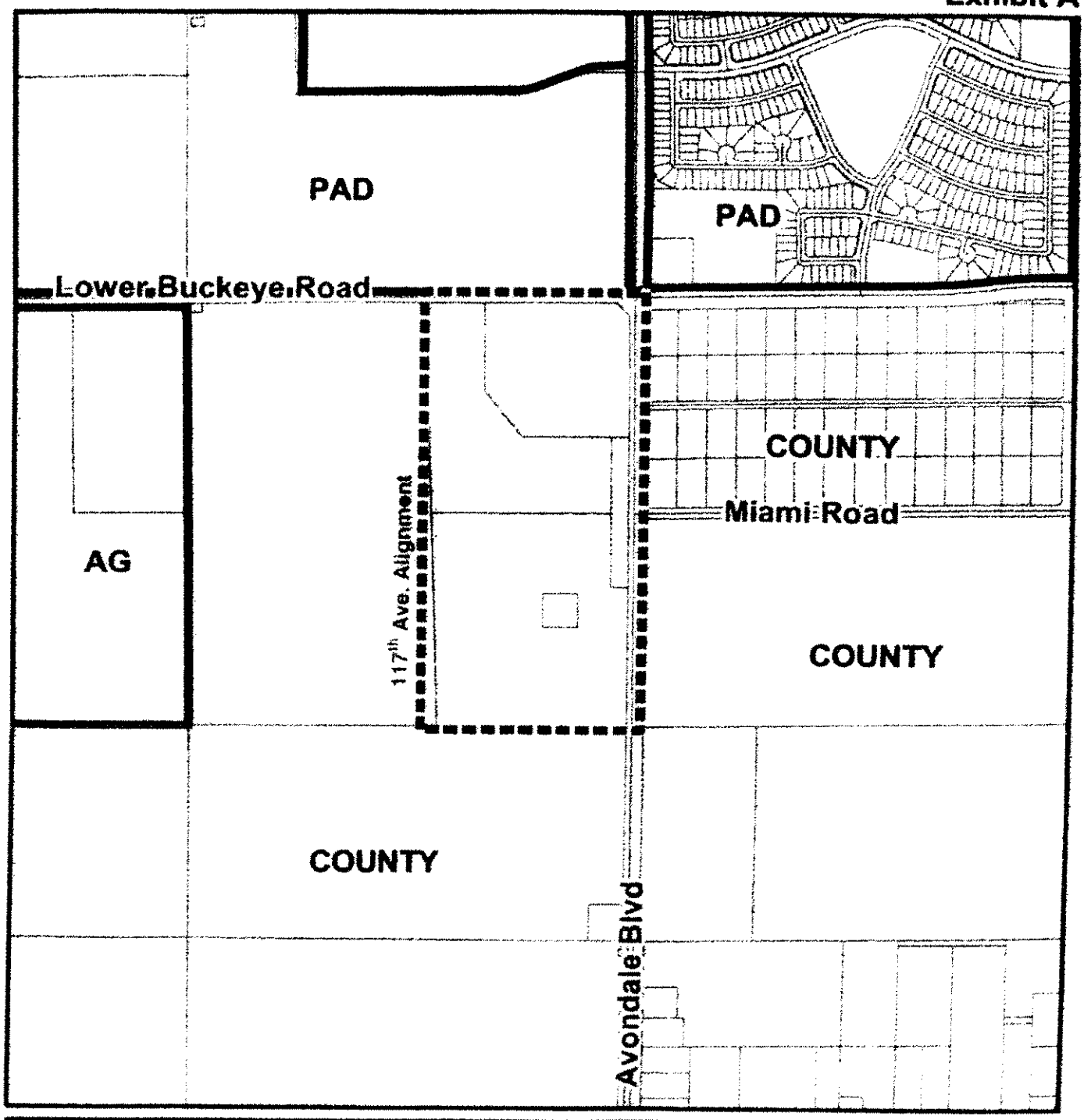
Thence leaving said south line, North 02 degrees 06 minutes 32 seconds West a distance of 2639.30 feet to the north line of said Northeast quarter;

Thence along said north line, North 89 degrees 43 minutes 31 seconds East a distance of 1234.20 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 3,147,265 sq. ft. (72.2513 acres) more or less and being subject to any easements, restrictions, rights of way of record or otherwise.

Prepared by: CMX L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 7204
December 14, 2004

Exhibit A



Z-05-18 - Fleming Farms

Zoning Vicinity Map

Avondale

Subject Property

FINAL PLAT
FOR
"FLEMING FARMS"
A PORTION OF THE
NORTHEAST QUARTER OF SECTION 24, T1N, R1W OF THE GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND FLEMING FARMS COMMERCIAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "FLEMING FARMS" A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "FLEMING FARMS" AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND FLEMING FARMS COMMERCIAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE PREMISES.

IN WITNESS WHEREOF:
EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2008.

EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: EVERGREEN RETAIL GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____, DATE _____

ITS: MANAGER

IN WITNESS WHEREOF:
FLEMING FARMS COMMERCIAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2008.

FLEMING FARMS COMMERCIAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY ITS MANAGER: CIVICA DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: CIVICA DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____, DATE _____

ITS: SOLE MEMBER, JACK ROSE, MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF _____, 2008, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF _____, 2008, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF CIVICA DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

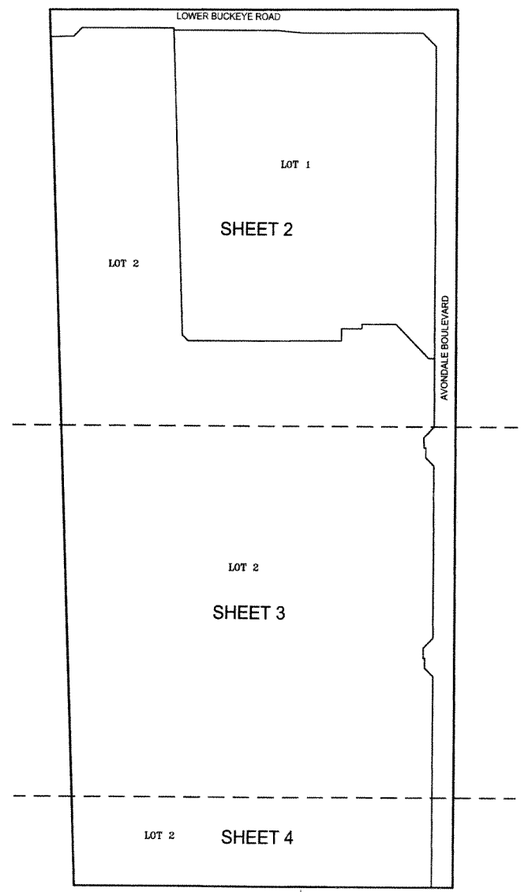
BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

100 YEAR ASSURED WATER SUPPLY

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

LEGEND

	SECTION LINE
	SUBDIVISION BOUNDARY
	CENTERLINE
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
BCHH	BRASS CAP IN HANDHOLE
COR	CORNER
SEC.	SECTION
COA	CITY OF AVONDALE
BCF	BRASS CAP FLUSH
MCHD	MARICOPA COUNTY HIGHWAY DEPARTMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
MCR	MARICOPA COUNTY RECORDS
VNAE	VEHICULAR NON–ACCESS EASEMENT
EX.	EXISTING
◆	SECTION CORNER, AS NOTED
⊡	SURVEY MONUMENT
△	CORNER OF SUBDIVISION, SURVEY MONUMENT W/CAP OR TAG RLS 21782 UNLESS NOTED OTHERWISE



KEY MAP
1"=200'

SHEET INDEX

PAGE	NAME
1	COVER
2–4	FINAL PLAT

FLOOD ZONING

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C2095F DATED SEPTEMBER 30, 2005, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DESCRIBED AS: "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1.0% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

LAND AREA TABLE

GROSS AREA OF PROJECT	72.26 ACRES
RIGHT–OF–WAY AREA	5.81 ACRES
LOT 1	16.63 ACRES
LOT 2	49.82 ACRES

OWNER/DEVELOPER

EVERGREEN-AVONDALE & L. BUCKEYE, L.L.C.
2390 E. CAMELBACK ROAD
SUITE 410
PHOENIX, AZ 85016
PH: (602) 808–8600
FAX: (602) 567–7162
CONTACT: MATT BUTCHER

OWNER/DEVELOPER

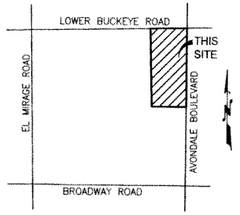
CIVICA DEVELOPMENT, LLC
3090 N. LITCHFIELD ROAD
GOODYEAR, AZ 85338
PH: (623) 535–8800
FAX: (623) 535–8840
CONTACT: ARMANDO URQUIDEZ

SURVEYOR

M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539–7497
FAX: (480) 539–2810
CONTACT: SCOTT A. NELSON

ENGINEER

M2 GROUP, INC.
10320 WEST MCDOWELL RD.
SUITE F–6020
AVONDALE, ARIZONA 85323
PHONE: (480) 396–1840
FAX: (623) 643–9850
CONTACT: PHILLIP ALLRED



VICINITY MAP
N.T.S.

NOTES

1. ALL LANDSCAPING WITHIN THE PUBLIC RIGHT–OF–WAY AND PRIVATE DRIVES IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

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 LESS THAN 69 KV 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 BASINS INTO COMPLIANCE.

8. PROSPECTIVE HOMEBUYERS SHALL BE INFORMED BY AFFIDAVIT AND CC&R'S THAT THE SUBDIVISION IS LOCATED WITHIN THREE (3) MILES OF PHOENIX INTERNATIONAL RACEWAY (PIR). A MAP SHOWING THE LOCATION OF PIR IN RELATION TO THE SUBDIVISION, AND PRIMARY ROUTES USED BY EVENT TRAFFIC, SHALL BE PROMINENTLY DISPLAYED IN THE MODEL HOME SALES OFFICE.

9. PROSPECTIVE HOMEBUYERS SHALL BE INFORMED BY AFFIDAVIT, CC&R'S AND POSTED NOTICE IN THE MODEL HOME SALES OFFICE THAT AN EXISTING DAIRY FARM IS LOCATED WEST OF AND ADJACENT TO THIS SUBDIVISION, IF SUCH DAIRY FARM IS STILL IN OPERATION AT THE TIME OF THE FIRST BUILDING PERMIT ISSUANCE.

10. A TWELVE (12) FOOT WIDE PUBLIC USE EASEMENT IS DEDICATED FOR THE PUBLIC REGIONAL TRAIL.

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 24, WHOSE POSITION IS CALCULATED PER THE PLSS RECORD OF SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS (M.C.R.) SAID CALCULATED POSITION BEING NORTH 31°33'36" EAST, A DISTANCE OF 0.30 FEET FROM A FOUND CITY OF AVONDALE BRASS CAP FLUSH, AND FROM WHICH A FOUND MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE AT THE EAST QUARTER CORNER OF SAID SECTION 24 BEARS SOUTH 00°15'27" EAST, A DISTANCE OF 2,644.72 FEET;
THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, SOUTH 00°15'27" EAST, A DISTANCE OF 2,644.72 FEET, TO SAID EAST QUARTER CORNER;
THENCE LEAVING SAID EAST LINE, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, NORTH 89°56'57" WEST, A DISTANCE OF 1,148.94 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PROPERTY DESCRIBED AS PARCEL NO. 1 IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 98–0016073, M.C.R.;
THENCE LEAVING SAID SOUTH LINE, ALONG THE EAST LINE OF SAID CERTAIN PROPERTY, NORTH 02°06'51" WEST, A DISTANCE OF 2,639.39 FEET TO THE NORTHEAST CORNER OF SAID CERTAIN PROPERTY, SAID CORNER BEING ON THE NORTH LINE OF SAID NORTHEAST QUARTER;
THENCE LEAVING SAID EAST LINE, ALONG SAID NORTH LINE, NORTH 88°43'05" EAST, A DISTANCE OF 1234.43 FEET TO THE POINT OF BEGINNING.

BENCHMARK

CITY OF AVONDALE BENCHMARK #46 2" MCDOT BRASS CAP IN HANDHOLE 0.45' DOWN NO STAMPING LOCATED AT THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, G.&S.R.M.
ELEVATION = 977.00' (CITY OF AVONDALE DATUM)(SHOT ON 5/10/07)

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 05 SECONDS EAST, PER THE PLSS RECORD OF SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2008.

_____ _____
MAYOR DATE

_____ _____
ATTEST, CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

CERTIFICATION

I, SCOTT A. NELSON, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS PLAT CONSISTING OF FOUR (4) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2007. THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

S.A. Nelson
SCOTT A. NELSON #21782

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA U.S.A.
EXPIRES 9-30-2009

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT
PROJECT: FLEMING FARMS
AVONDALE, ARIZONA

JOB NO. 06121ED
6121MD01.DWG
SHEET NO. 1
1 OF 4

DATE PREPARED: 4/7/08

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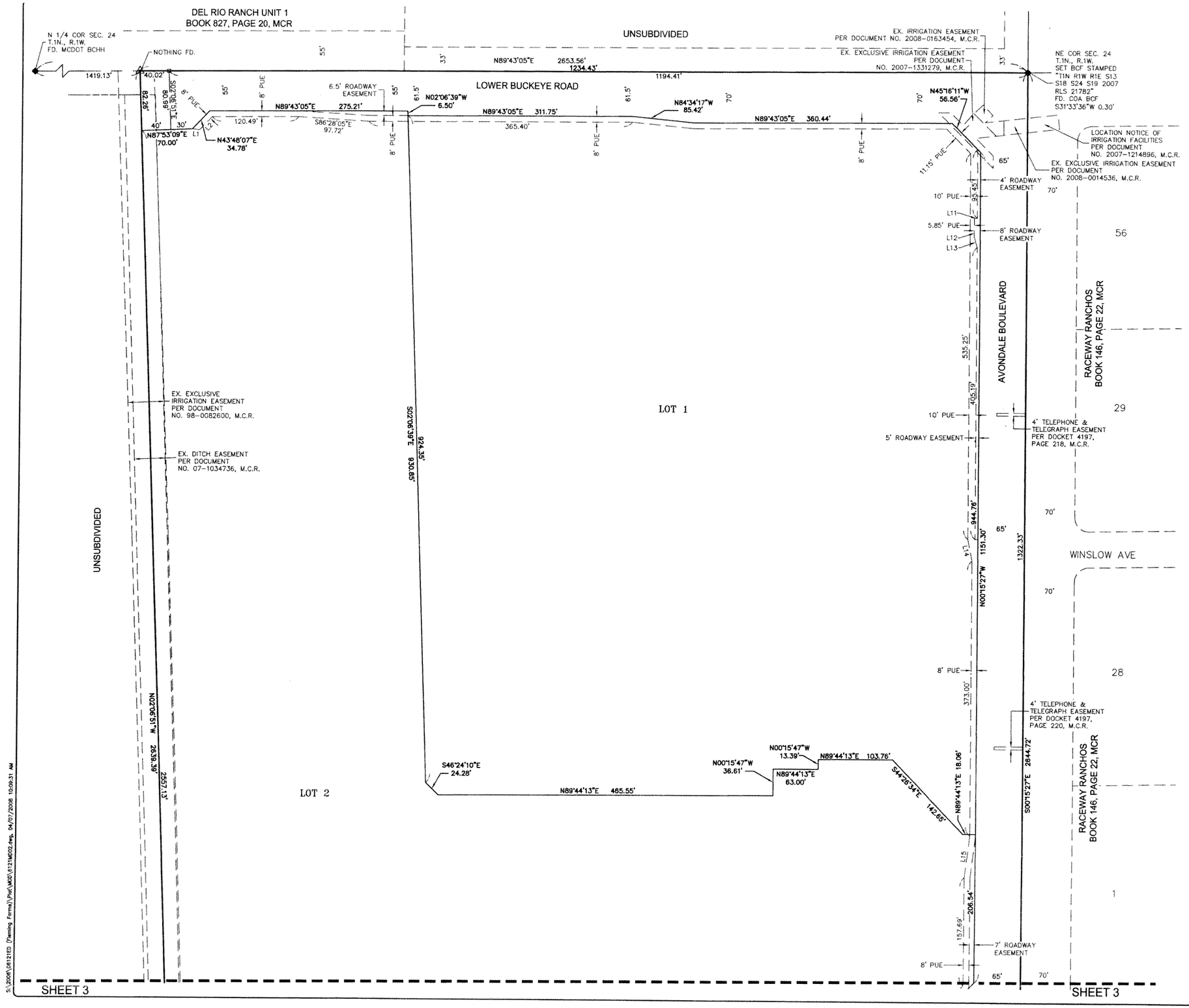

LINE TABLE		
LINE	BEARING	LENGTH
L1	N83°51'12"W	10.10'
L2	S43°48'07"W	25.22'
L3	N44°44'33"E	27.31'
L4	S22°45'27"E	8.66'
L5	N22°14'33"E	8.66'
L6	S45°15'27"E	28.73'
L7	N44°44'33"E	25.90'
L8	S22°45'27"E	8.66'
L9	N22°14'33"E	8.66'
L10	S45°15'27"E	28.73'
L11	N89°44'33"E	4.15'
L12	S00°15'27"E	25.57'
L13	S15°55'26"E	15.39'
L14	S11°34'03"E	30.59'
L15	S06°42'38"W	57.70'
L16	N06°42'38"E	57.70'
L17	N89°44'33"E	41.44'
L18	N89°44'33"E	45.08'
L19	S86°57'55"E	13.93'
L20	S86°57'55"E	13.93'
L21	N89°44'33"E	60.20'
L22	N89°44'33"E	60.24'
L23	S84°53'33"E	12.83'
L24	S84°53'33"E	12.83'
L25	N89°44'33"E	59.16'
L26	N89°44'33"E	59.10'
L27	S87°54'43"E	19.55'
L28	S87°54'43"E	19.55'
L29	N89°44'33"E	54.99'
L30	N89°44'33"E	55.01'
L31	S86°44'00"E	13.01'
L32	S86°44'00"E	13.01'
L33	N89°44'33"E	60.00'
L34	N89°44'33"E	60.00'
L35	S87°16'28"E	15.37'
L36	S87°16'28"E	15.37'
L37	N87°07'25"E	28.44'
L38	N87°07'25"E	28.47'
L39	N85°00'00"E	9.43'
L40	N85°00'00"E	9.40'
L41	N89°44'33"E	64.60'
L42	N89°44'33"E	65.01'
L43	N84°44'33"E	9.18'
L44	N84°44'33"E	9.18'
L45	N89°44'33"E	62.36'
L46	N89°44'33"E	62.36'
L47	N84°44'33"E	13.77'
L48	N84°44'33"E	13.77'
L49	N89°44'33"E	79.51'
L50	N89°44'33"E	81.98'
L51	S67°45'27"E	7.68'
L52	S67°45'27"E	12.30'

REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:

FLEMING FARMS

AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121MD02.DWG

SHEET NO.
2

2 OF 4

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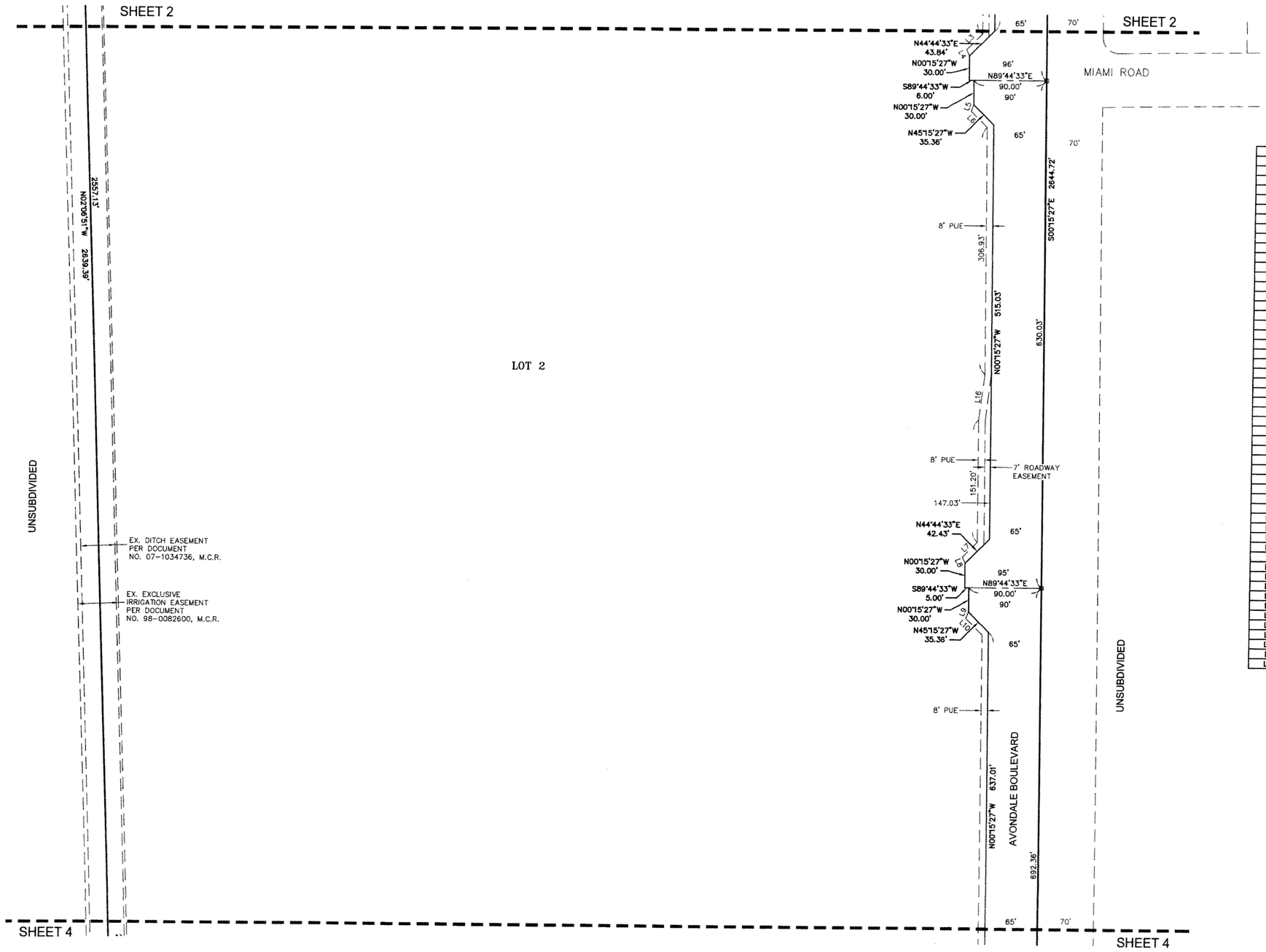

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L44	N84°44'33"E	9.18'
L45	N89°44'33"E	62.36'
L46	N89°44'33"E	62.36'
L47	N84°44'33"E	13.77'
L48	N84°44'33"E	13.77'
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scale 1" = 60' feet

REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
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FINAL PLAT

PROJECT:

FLEMING FARMS
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121MD03.DWG

SHEET NO.
3

3 OF 4

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LIENHOLDER RATIFICATION

THE UNDERSIGNED ARE THE HOLDERS OF THE BENEFICIARY'S RIGHT, TITLE AND INTEREST UNDER THE DEED OF TRUST DATED NOVEMBER 17, 2006 AND RECORDED ON NOVEMBER 20, 2006 AS DOCUMENT NO. 2006-1522395, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND DO HEREBY RATIFY THIS FINAL PLAT, THIS _____ DAY OF _____, 2008.

ELVIN EUGENE (GENE) FLEMING ALSO KNOWN AS ELVIN E. FLEMING

_____

NANCY JOAN FLEMING ALSO KNOWN AS JOAN FLEMING

_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2008 BY ELVIN EUGENE (GENE) FLEMING.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2008 BY NANCY JOAN FLEMING.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED ARE THE HOLDERS OF THE BENEFICIARY'S RIGHT, TITLE AND INTEREST UNDER THE DEED OF TRUST DATED NOVEMBER 9, 2007 AND RECORDED ON NOVEMBER 16, 2007 AS DOCUMENT NO. 2007-1226244, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND DO HEREBY RATIFY THIS FINAL PLAT, THIS _____ DAY OF _____, 2008.

COMPASS BANK, AN ALABAMA BANKING CORPORATION

BY: _____

NAME: _____

ITS: _____

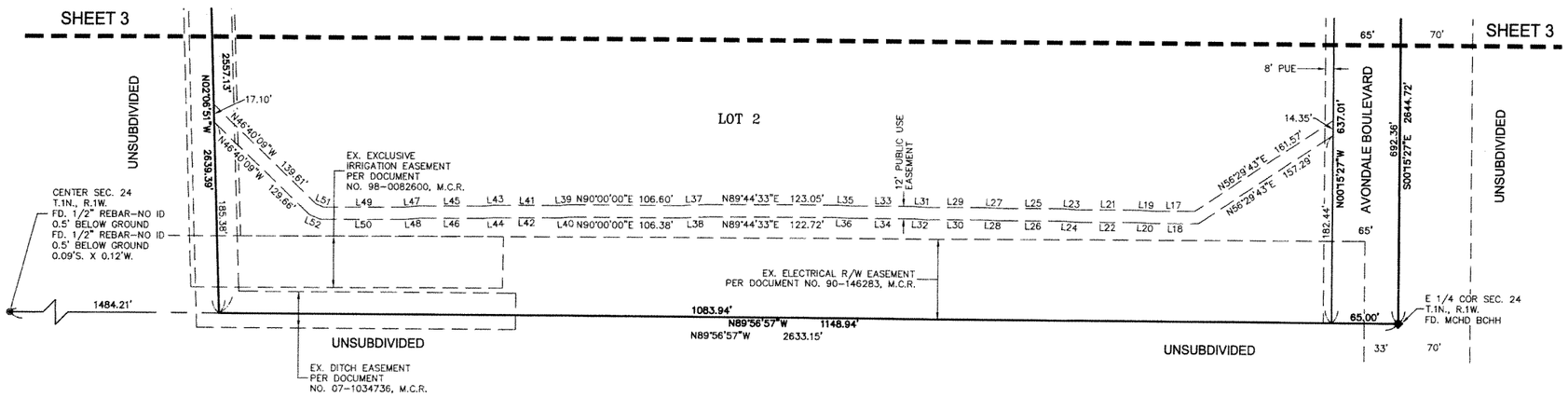
ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2008 BY _____, THE _____ OF COMPASS BANK, AN ALABAMA BANKING CORPORATION, ON BEHALF OF THE CORPORATION.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:



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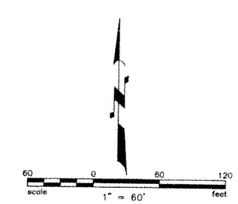
L20	S86°57'55"E	13.93'
L21	N89°44'33"E	60.20'
L22	N89°44'33"E	60.24'
L23	S84°53'33"E	12.83'
L24	S84°53'33"E	12.83'
L25	N89°44'33"E	59.16'
L26	N89°44'33"E	59.10'
L27	S87°54'43"E	19.55'
L28	S87°54'43"E	19.55'
L29	N89°44'33"E	54.99'
L30	N89°44'33"E	55.01'
L31	S86°44'00"E	13.01'
L32	S86°44'00"E	13.01'
L33	N89°44'33"E	60.00'
L34	N89°44'33"E	60.00'
L35	S87°16'28"E	15.37'
L36	S87°16'28"E	15.37'
L37	N87°07'25"E	28.44'
L38	N87°07'25"E	28.47'
L39	N85°00'00"E	9.43'
L40	N85°00'00"E	9.40'
L41	N89°44'33"E	64.60'
L42	N89°44'33"E	65.01'
L43	N84°44'33"E	9.18'
L44	N84°44'33"E	9.18'
L45	N89°44'33"E	62.36'
L46	N89°44'33"E	62.36'
L47	N84°44'33"E	13.77'
L48	N84°44'33"E	13.77'
L49	N89°44'33"E	79.51'
L50	N89°44'33"E	81.98'
L51	S67°45'27"E	7.68'
L52	S67°45'27"E	12.30'



REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:

FLEMING FARMS

AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21782
SCOTT A. NELSON
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121MD04.DWG

SHEET NO.
4

4 OF 4

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FINAL PLAT
FOR
"FLEMING FARMS, LOT 2"

A SUBDIVISION OF LOT 2 OF FLEMING FARMS RECORDED IN BOOK ___, PAGE __, M.C.R., LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, T1N, R1W OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT EVERGREEN-AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "FLEMING FARMS, LOT 2", A SUBDIVISION OF LOT 2 OF FLEMING FARMS RECORDED IN BOOK ____, PAGE ___, M.C.R., LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "FLEMING FARMS, LOT 2," AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. EVERGREEN-AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DEDICATES TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE PREMISES.

THE PUBLIC UTILITY EASEMENTS (PUE) ARE HEREBY DEDICATED BY EVERGREEN-AVONDALE & L. BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC.

IN WITNESS WHEREOF:
EVERGREEN-AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2008.

EVERGREEN-AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: EVERGREEN RETAIL GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____, DATE _____

ITS: MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF _____, 2008, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF EVERGREEN-AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED ARE THE HOLDERS OF THE BENEFICIARY'S RIGHT, TITLE AND INTEREST UNDER THE DEED OF TRUST DATED NOVEMBER 17, 2006 AND RECORDED ON NOVEMBER 20, 2006 AS DOCUMENT NO. 2006-1522395, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND DO HEREBY RATIFY THIS FINAL PLAT, THIS _____ DAY OF _____, 2008.

ELVIN EUGENE (GENE) FLEMING ALSO KNOWN AS ELVIN E. FLEMING

_____

NANCY JOAN FLEMING ALSO KNOWN AS JOAN FLEMING

_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2008 BY ELVIN EUGENE (GENE) FLEMING.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2008 BY NANCY JOAN FLEMING.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED ARE THE HOLDERS OF THE BENEFICIARY'S RIGHT, TITLE AND INTEREST UNDER THE DEED OF TRUST DATED NOVEMBER 9, 2007 AND RECORDED ON NOVEMBER 16, 2007 AS DOCUMENT NO. 2007-1226244, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND DO HEREBY RATIFY THIS FINAL PLAT, THIS _____ DAY OF _____, 2008.

COMPASS BANK, AN ALABAMA BANKING CORPORATION

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2008 BY _____, THE _____ OF COMPASS BANK, AN ALABAMA BANKING CORPORATION, ON BEHALF OF THE CORPORATION.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

S:\2006\06121ED (Fleming Farms)\Plat\6121FP01.dwg, 04/07/2008 9:09:43 AM

LEGAL DESCRIPTION

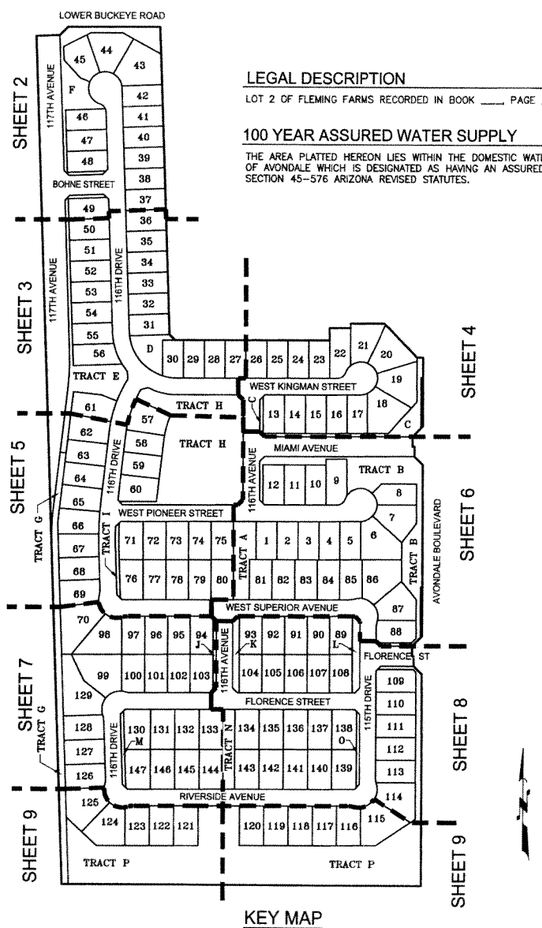
LOT 2 OF FLEMING FARMS RECORDED IN BOOK ____, PAGE ___, MARICOPA COUNTY RECORDS.

100 YEAR ASSURED WATER SUPPLY

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

SHEET INDEX

PAGE	NAME
1	COVER
2-9	FINAL PLAT
10	LOT & TRACT TABLES, MISCELLANEOUS DETAILS



KEY MAP
1"=200'

LEGEND

	SECTION LINE	SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
	SUBDIVISION BOUNDARY	SVT1	33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
	CENTERLINE	SVT2	DETAIL PER A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS 2004, 5TH EDITION, CHAPTER 9 - INTERSECTION SIGHT DISTANCE
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		
BCHH	BRASS CAP IN HANDHOLE	MCR	MARICOPA COUNTY RECORDS
COR	CORNER	VNAE	VEHICULAR NON-ACCESS EASEMENT
SEC.	SECTION	EX.	EXISTING
COA	CITY OF AVONDALE	FP	FINAL PLAT FOR FLEMING FARMS PER BOOK ____, PAGE ___, MCR
BCF	BRASS CAP FLUSH	◆	SECTION CORNER, AS NOTED
MCHD	MARICOPA COUNTY HIGHWAY DEPARTMENT	▣	SURVEY MONUMENT
PUE	PUBLIC UTILITY EASEMENT		
SWE	SIDEWALK EASEMENT	◬	CORNER OF SUBDIVISION, SURVEY MONUMENT W/CAP OR TAG RLS 21782 UNLESS NOTED OTHERWISE
R/W	RIGHT OF WAY		

OWNER/DEVELOPER

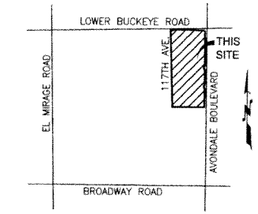
EVERGREEN-AVONDALE & L. BUCKEYE, L.L.C.
2390 E. CAMELBACK ROAD
SUITE 410
PHOENIX, AZ 85016
PH: (602) 808-8600
FAX: (602) 567-7162
CONTACT: MATT BUTCHER

ENGINEER

M2 GROUP, INC.
10320 WEST MCDOWELL RD.
SUITE F-6020
AVONDALE, ARIZONA 85323
PHONE: (480) 396-1840
FAX: (623) 643-9850
CONTACT: PHILLIP ALLRED

SURVEYOR

M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539-7497
FAX: (480) 539-2810
CONTACT: SCOTT A. NELSON



VICINITY MAP
N.T.S.

NOTES

1. ALL LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVES IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

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 LESS THAN 69 KV 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 BASINS INTO COMPLIANCE.

8. SIGHT VISIBILITY TRIANGLE EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 2' IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7'.

9. TRACTS A THROUGH P ARE COMMON AREAS AND SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES SHOWN IN THE TRACT TABLE ON SHEET 10.

10. PROSPECTIVE HOMEBUYERS SHALL BE INFORMED BY AFFIDAVIT AND CC&R'S THAT THE SUBDIVISION IS LOCATED WITHIN THREE (3) MILES OF PHOENIX INTERNATIONAL RACEWAY (PIR). A MAP SHOWING THE LOCATION OF PIR IN RELATION TO THE SUBDIVISION, AND PRIMARY ROUTES USED BY EVENT TRAFFIC, SHALL BE PROMINENTLY DISPLAYED IN THE MODEL HOME SALES OFFICE.

11. PROSPECTIVE HOMEBUYERS SHALL BE INFORMED BY AFFIDAVIT, CC&R'S AND POSTED NOTICE IN THE MODEL HOME SALES OFFICE OF THE FOLLOWING CONDITIONS:
    A. PARCELS ZONED FOR FUTURE COMMERCIAL USE ARE LOCATED ON THE NORTHWEST CORNER, THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF LOWER BUCKEYE ROAD AND AVONDALE BOULEVARD.
    B. RUDD SUBSTATION IS LOCATED WITHIN 1/2 MILE OF THIS SUBDIVISION. 230 KV POWER LINES EXIST ALONG THE SOUTHERN BOUNDARY OF THIS SUBDIVISION. ADDITIONAL 69 KV POWER LINES ARE PLANNED IN THAT SAME LOCATION.
    C. AN EXISTING DAIRY FARM IS LOCATED WEST OF AND ADJACENT TO THIS SUBDIVISION, IF SUCH DAIRY FARM IS STILL IN OPERATION AT THE TIME OF THE FIRST BUILDING PERMIT ISSUANCE.
    D. THE DEVELOPMENT IS LOCATED IN THE FUTURE STATE ROUTE 801 STUDY AREA.
    E. A PUBLIC SAFETY FACILITY IS LOCATED ON THE NORTHWEST CORNER OF AVONDALE BOULEVARD AND DURANGO STREET.
    F. LA JOYA HIGH SCHOOL IS LOCATED WITHIN 1/2 MILE OF THIS SUBDIVISION.

12. ALL SIGNAGE FOR THE SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

BENCHMARK

CITY OF AVONDALE BENCHMARK #46 2" MCDOT BRASS CAP IN HANDHOLE 0.45' DOWN NO STAMPING LOCATED AT THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, G.&S.R.M.
ELEVATION = 977.00' (CITY OF AVONDALE DATUM)(SHOT ON 5/10/07)

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 05 SECONDS EAST, PER THE PLSS RECORD OF SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS.

FLOOD ZONING

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C2095F DATED SEPTEMBER 30, 2005, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DESCRIBED AS: "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1.0% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2008.

_____ _____
MAYOR DATE

_____ _____
ATTEST, CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

CERTIFICATION

I, SCOTT A. NELSON, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF TEN (10) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2007, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SCOTT A. NELSON #21782

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.
EXPIRES 9-30-2009

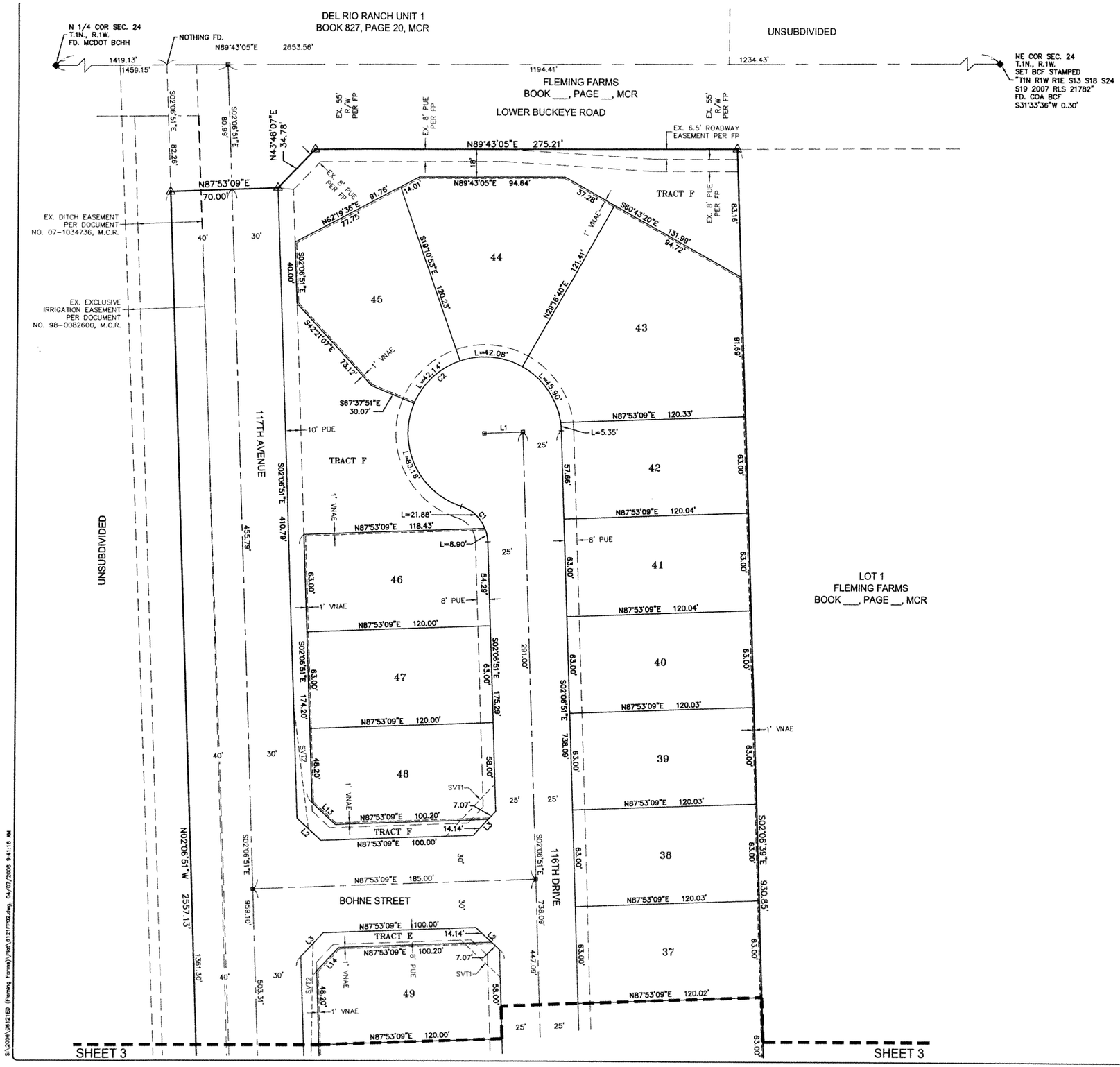
DATE PREPARED: 4/7/08

REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT
PROJECT: FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

JOB NO. 06121ED
6121FP01.DWG
SHEET NO. 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°53'09"E	25.00'
L2	S47°06'51"E	21.21'
L3	N42°53'09"E	21.21'
L4	N04°36'24"W	23.84'
L5	N75°21'48"E	21.78'
L6	S45°15'27"E	21.21'
L7	S44°44'33"W	21.21'
L8	N00°15'27"W	25.00'
L9	N41°56'03"W	19.95'
L10	S46°03'28"W	21.69'
L11	N46°11'09"W	21.55'
L12	S43°48'51"W	20.87'
L13	S47°06'51"E	20.93'
L14	N42°53'09"E	20.93'
L15	S45°15'27"E	8.97'
L16	N44°44'23"E	14.14'
L17	S83°36'38"E	18.00'
L18	S00°15'27"E	30.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	30.77'	25.00'	70°31'44"
C2	218.63'	50.00'	250°31'44"
C3	16.65'	55.00'	17°20'29"
C4	261.53'	170.00'	88°08'36"
C5	223.07'	145.00'	88°08'36"
C6	168.56'	382.41'	25°15'18"
C7	193.00'	357.41'	30°56'23"
C8	140.60'	332.41'	24°14'06"
C9	91.46'	195.00'	26°52'19"
C10	30.77'	25.00'	70°31'44"
C11	137.29'	925.00'	8°30'13"
C12	133.58'	900.00'	8°30'13"
C13	61.02'	875.00'	3°59'44"
C14	109.09'	735.00'	8°30'13"
C15	117.90'	55.00'	122°49'35"
C16	128.21'	195.00'	37°40'18"
C17	119.69'	55.00'	124°40'58"
C18	121.47'	55.00'	126°32'22"
C19	104.63'	705.00'	8°30'13"
C20	70.98'	217.41'	18°42'17"
C21	70.68'	865.00'	4°40'54"
C22	99.44'	670.00'	8°30'13"

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:

FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP02.DWG

SHEET NO.
2

2 OF 10

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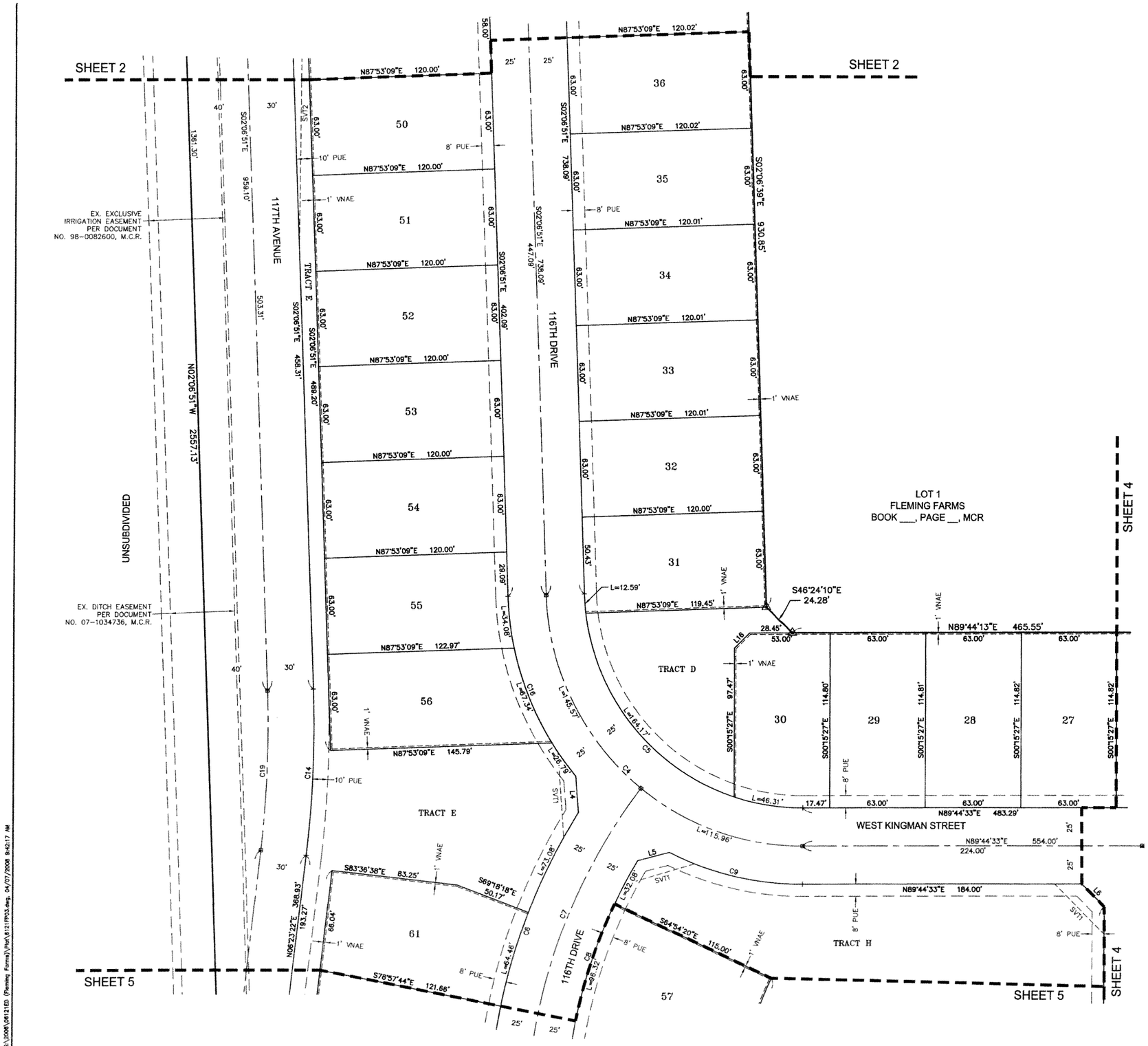

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C11	137.29'	925.00'	8°30'13"
C12	133.58'	900.00'	8°30'13"
C13	61.02'	875.00'	3°59'44"
C14	109.09'	735.00'	8°30'13"
C15	117.90'	55.00'	122°49'35"
C16	128.21'	195.00'	37°40'18"
C17	119.69'	55.00'	124°40'58"
C18	121.47'	55.00'	126°32'22"
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30 0 30 60
scale 1" = 30' feet

M2 Group, Inc.
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FINAL PLAT

PROJECT:
FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.
EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP03.DWG

SHEET NO.
3

3 OF 10

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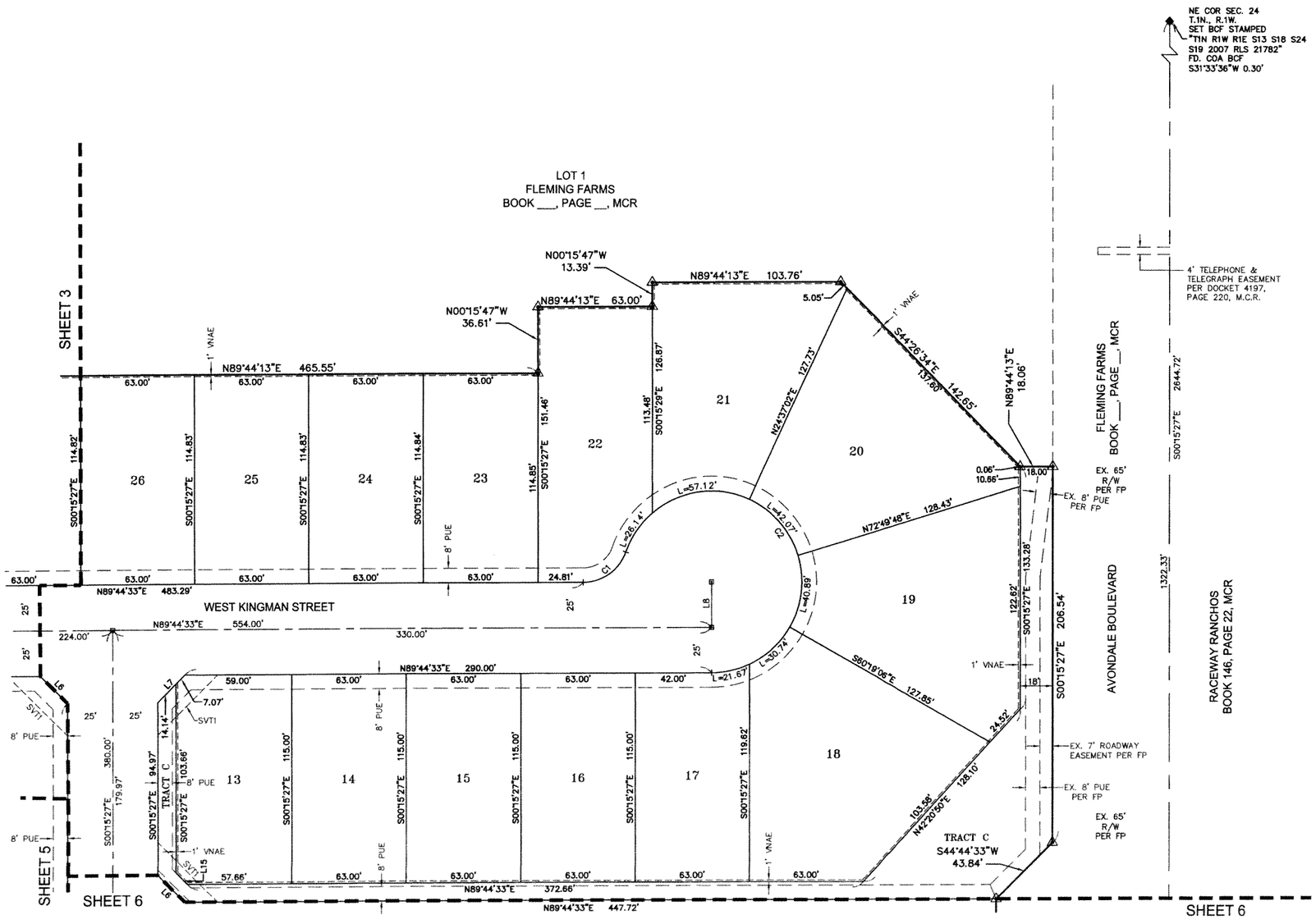

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L5	N75°21'48"E	21.78'
L6	S45°15'27"E	21.21'
L7	S44°44'33"W	21.21'
L8	N00°15'27"W	25.00'
L9	N41°56'03"W	19.95'
L10	S46°03'28"W	21.69'
L11	N46°11'09"W	21.55'
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L13	S47°06'51"E	20.93'
L14	N42°53'09"E	20.93'
L15	S45°15'27"E	8.97'
L16	N44°44'23"E	14.14'
L17	S83°36'38"E	18.00'
L18	S00°15'27"E	30.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	30.77'	25.00'	70°31'44"
C2	218.63'	50.00'	250°31'44"
C3	16.65'	55.00'	17°20'29"
C4	261.53'	170.00'	88°08'36"
C5	223.07'	145.00'	88°08'36"
C6	168.56'	382.41'	25°15'18"
C7	193.00'	357.41'	30°56'23"
C8	140.60'	332.41'	24°14'06"
C9	91.46'	195.00'	26°52'19"
C10	30.77'	25.00'	70°31'44"
C11	137.29'	925.00'	8°30'13"
C12	133.58'	900.00'	8°30'13"
C13	61.02'	875.00'	3°59'44"
C14	109.09'	735.00'	8°30'13"
C15	117.90'	55.00'	122°49'35"
C16	128.21'	195.00'	37°40'18"
C17	119.69'	55.00'	124°40'58"
C18	121.47'	55.00'	126°32'22"
C19	104.63'	705.00'	8°30'13"
C20	70.98'	217.41'	18°42'17"
C21	70.68'	865.00'	4°40'54"
C22	99.44'	670.00'	8°30'13"

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-1497
fax: (480) 539-2810

FINAL PLAT

PROJECT:

FLEMING FARMS, LOT 2

AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed 4-30-08
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP04.DWG

SHEET NO.
4

4 OF 10

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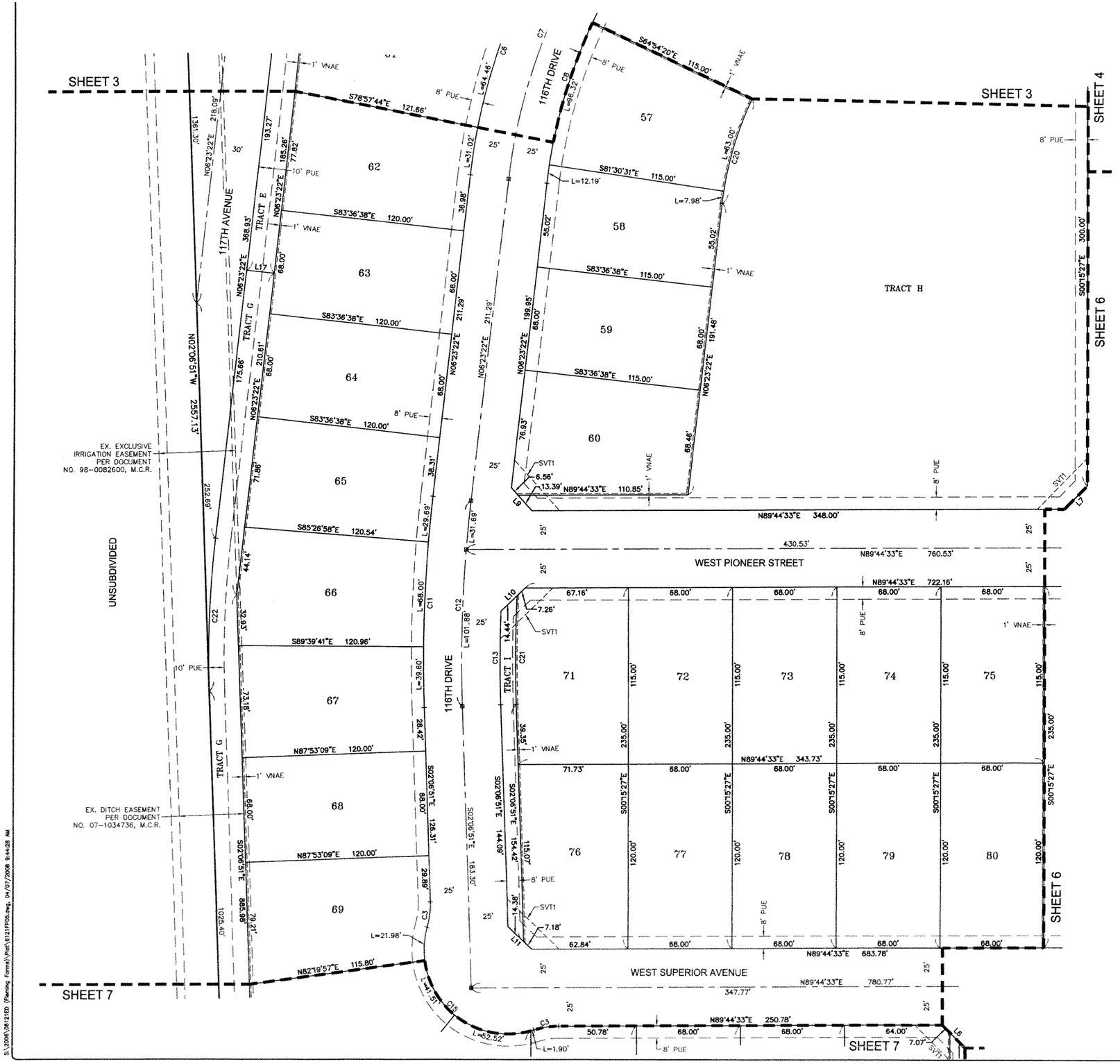

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°53'09"E	25.00'
L2	S47°06'51"E	21.21'
L3	N42°53'09"E	21.21'
L4	N04°36'24"W	23.84'
L5	N75°21'48"E	21.78'
L6	S45°15'27"E	21.21'
L7	S44°44'33"W	21.21'
L8	N00°15'27"W	25.00'
L9	N41°56'03"W	19.95'
L10	S46°03'28"W	21.69'
L11	N46°11'09"W	21.55'
L12	S43°48'51"W	20.87'
L13	S47°06'51"E	20.93'
L14	N42°53'09"E	20.93'
L15	S45°15'27"E	8.97'
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scale 1" = 30' feet

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

PROJECT:

FINAL PLAT
FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.
EXPIRES 9-30-2008

JOB NO. 06121ED

6121FP05.DWG

SHEET NO. 5

5 OF 10

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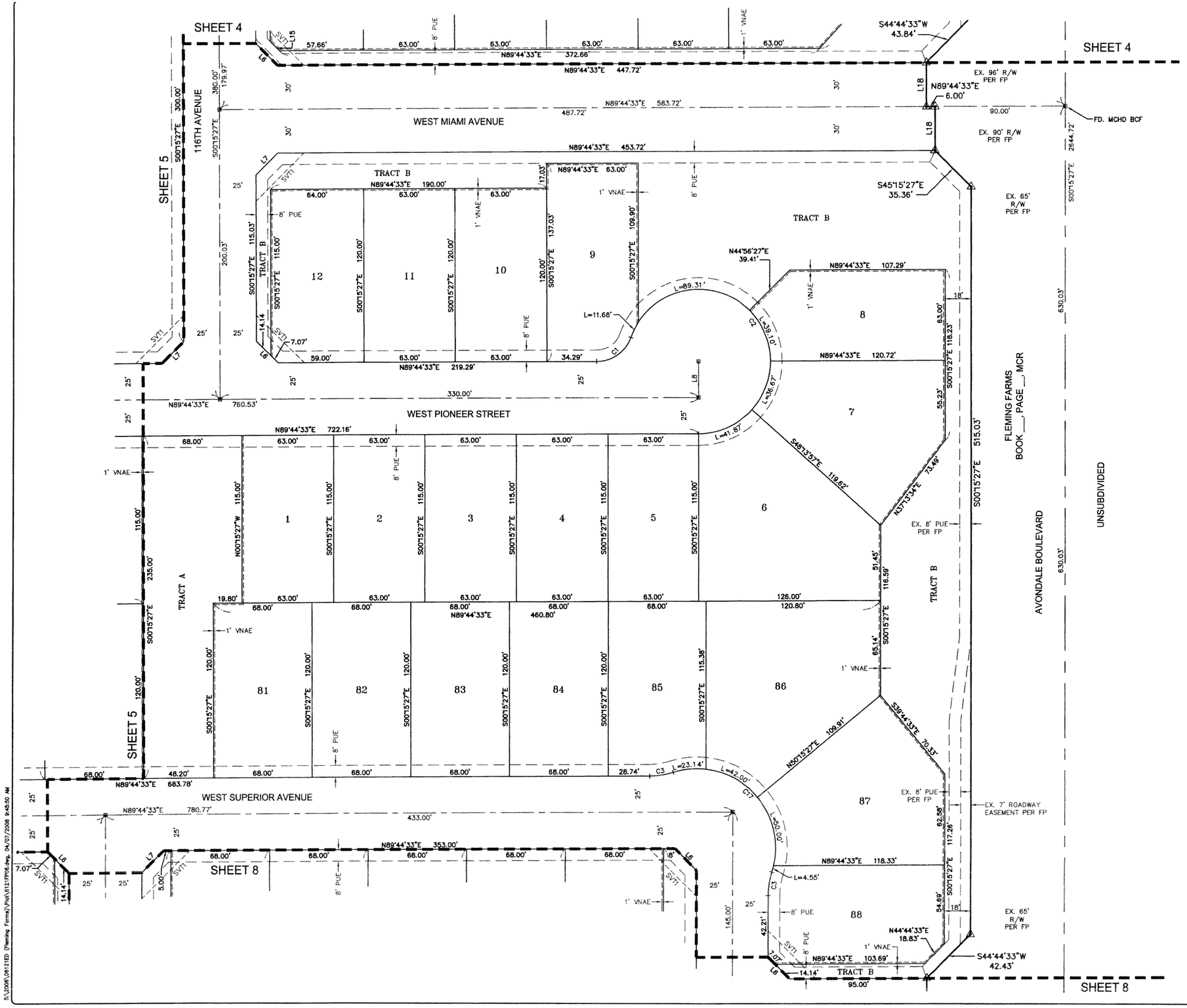

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°53'09"E	25.00'
L2	S47°06'51"E	21.21'
L3	N42°53'09"E	21.21'
L4	N04°36'24"W	23.84'
L5	N75°21'46"E	21.78'
L6	S45°15'27"E	21.21'
L7	S44°44'33"W	21.21'
L8	N00°15'27"W	25.00'
L9	N41°56'03"W	19.95'
L10	S46°03'28"W	21.69'
L11	N46°11'09"W	21.55'
L12	S43°48'51"W	20.87'
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REVISIONS

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FINAL PLAT

PROJECT:

FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
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ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP06.DWG

SHEET NO.
6

6 OF 10

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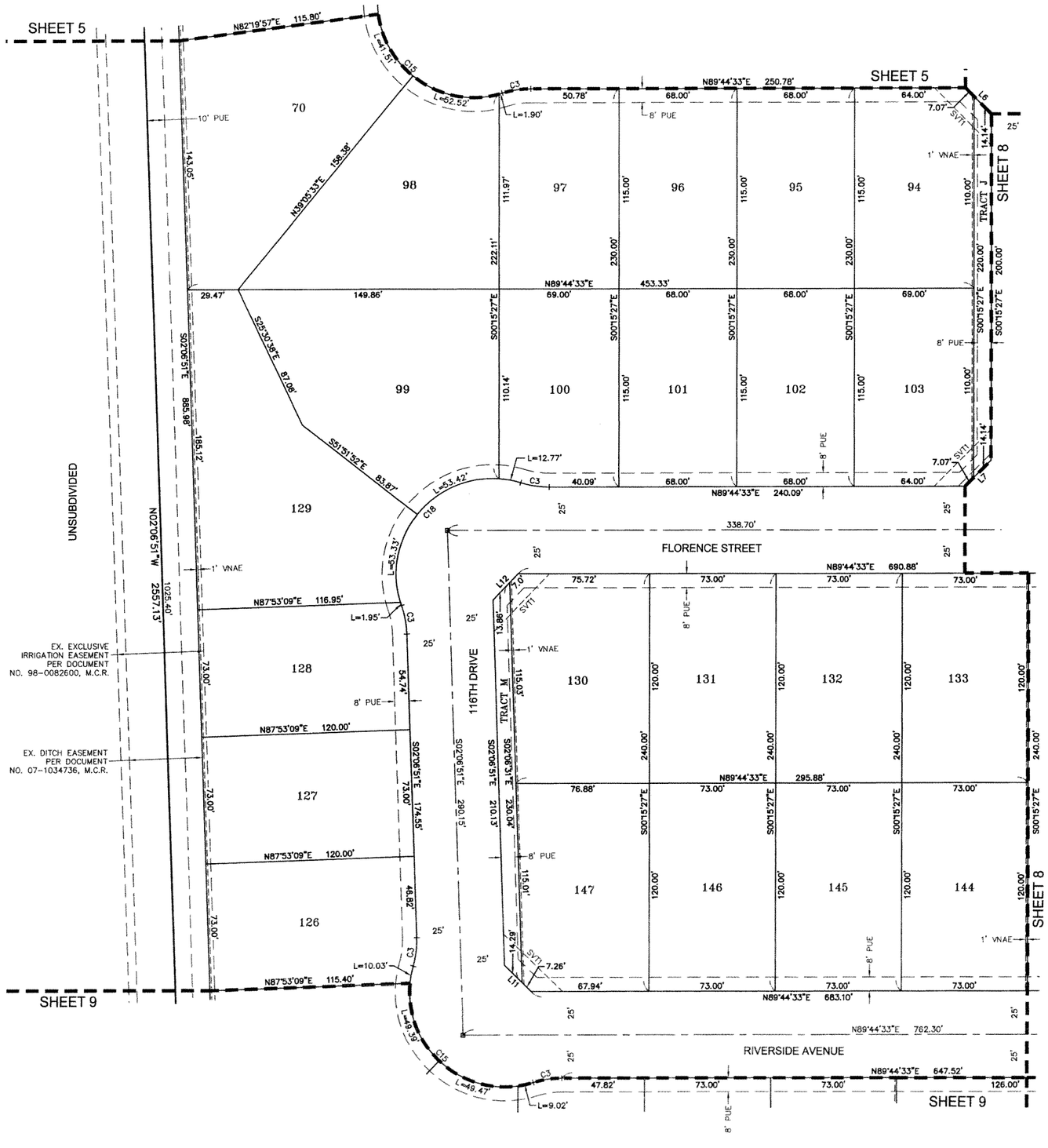

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scale 1" = 30' feet

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REVISIONS

FINAL PLAT

PROJECT:

FLEMING FARMS, LOT 2

AVONDALE, ARIZONA

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CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO. 06121ED

6121FP07.DWG

SHEET NO. 7

7 OF 10

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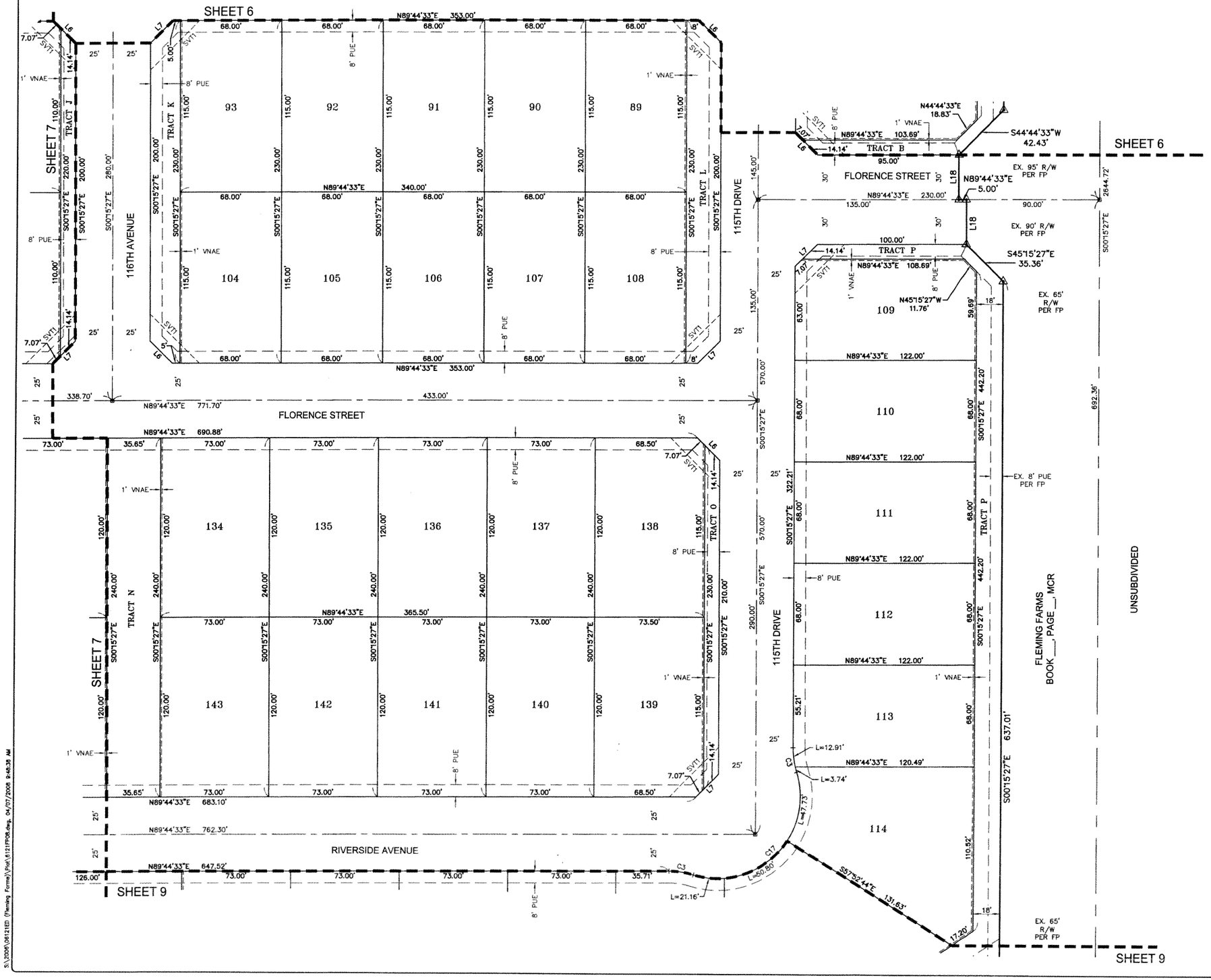

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L10	S46°03'28"W	21.69'
L11	N46°11'09"W	21.55'
L12	S43°48'51"W	20.87'
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REVISIONS:

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FINAL PLAT

PROJECT:

FLEMING FARMS, LOT 2

AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21782
SCOTT A.
NELSON
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP08.DWG

SHEET NO.
8

8 OF 10

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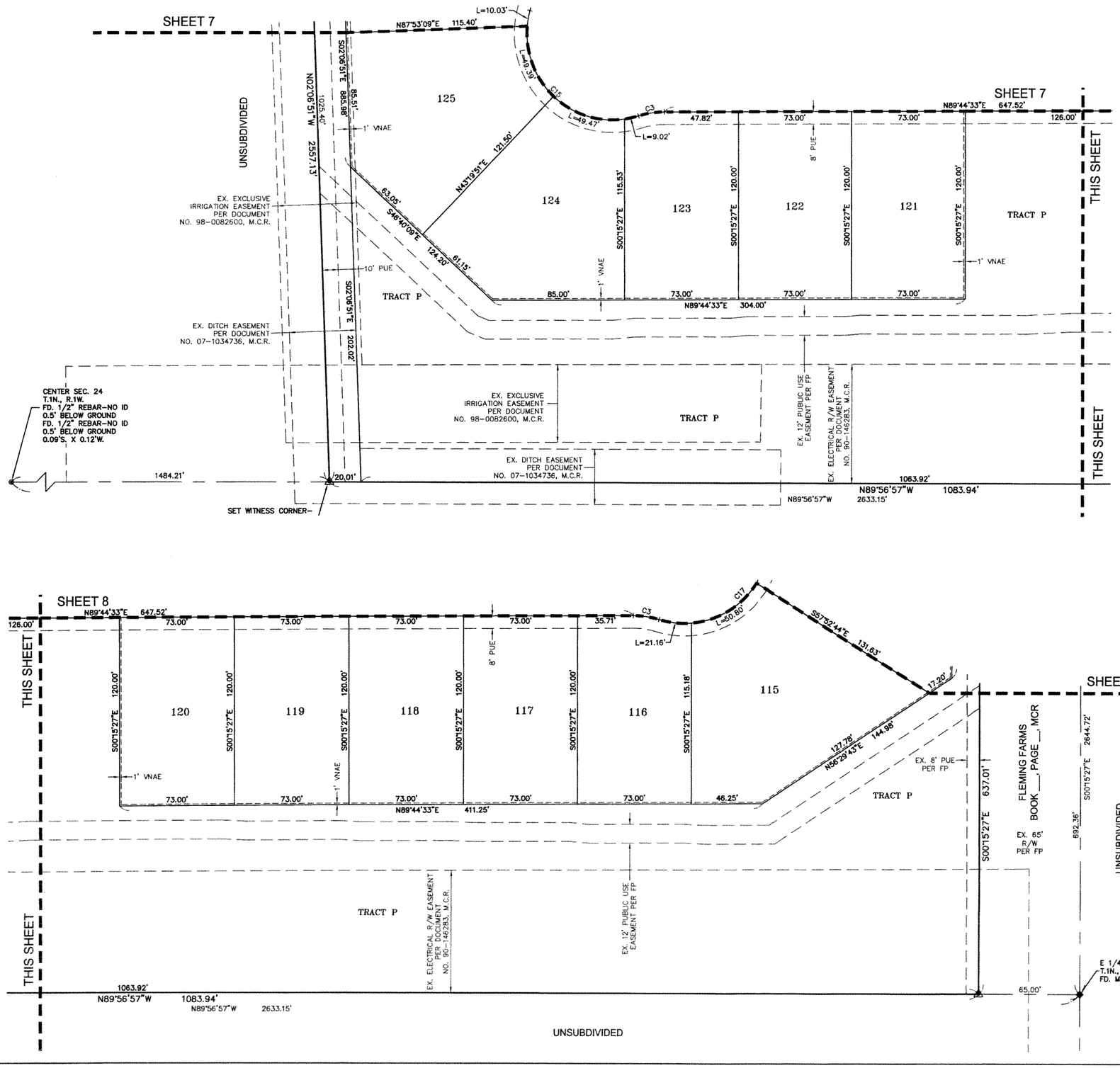

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30 0 30 60
scale 1" = 30' feet

REVISIONS

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FINAL PLAT

PROJECT:
FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed 9-3-2008
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP09.DWG

SHEET NO.
9

9 OF 10

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LOT AREA TABLE

DESCRIPTION	AREA		DESCRIPTION	AREA		DESCRIPTION	AREA	
LOT 1	7,245 SQ. FT.	0.1663 ACRES	LOT 50	7,560 SQ. FT.	0.1736 ACRES	LOT 99	13,792 SQ. FT.	0.3166 ACRES
LOT 2	7,245 SQ. FT.	0.1663 ACRES	LOT 51	7,560 SQ. FT.	0.1736 ACRES	LOT 100	7,872 SQ. FT.	0.1807 ACRES
LOT 3	7,245 SQ. FT.	0.1663 ACRES	LOT 52	7,560 SQ. FT.	0.1736 ACRES	LOT 101	7,820 SQ. FT.	0.1795 ACRES
LOT 4	7,245 SQ. FT.	0.1663 ACRES	LOT 53	7,560 SQ. FT.	0.1736 ACRES	LOT 102	7,820 SQ. FT.	0.1795 ACRES
LOT 5	7,245 SQ. FT.	0.1663 ACRES	LOT 54	7,560 SQ. FT.	0.1736 ACRES	LOT 103	7,923 SQ. FT.	0.1819 ACRES
LOT 6	12,590 SQ. FT.	0.2890 ACRES	LOT 55	7,593 SQ. FT.	0.1743 ACRES	LOT 104	7,820 SQ. FT.	0.1795 ACRES
LOT 7	10,011 SQ. FT.	0.2298 ACRES	LOT 56	8,336 SQ. FT.	0.1914 ACRES	LOT 105	7,820 SQ. FT.	0.1795 ACRES
LOT 8	7,780 SQ. FT.	0.1786 ACRES	LOT 57	9,161 SQ. FT.	0.2103 ACRES	LOT 106	7,820 SQ. FT.	0.1795 ACRES
LOT 9	8,411 SQ. FT.	0.1931 ACRES	LOT 58	7,488 SQ. FT.	0.1719 ACRES	LOT 107	7,820 SQ. FT.	0.1795 ACRES
LOT 10	7,560 SQ. FT.	0.1736 ACRES	LOT 59	7,820 SQ. FT.	0.1795 ACRES	LOT 108	7,820 SQ. FT.	0.1795 ACRES
LOT 11	7,560 SQ. FT.	0.1736 ACRES	LOT 60	8,631 SQ. FT.	0.1982 ACRES	LOT 109	8,249 SQ. FT.	0.1894 ACRES
LOT 12	7,668 SQ. FT.	0.1760 ACRES	LOT 61	8,714 SQ. FT.	0.2000 ACRES	LOT 110	8,296 SQ. FT.	0.1904 ACRES
LOT 13	7,327 SQ. FT.	0.1682 ACRES	LOT 62	8,767 SQ. FT.	0.2013 ACRES	LOT 111	8,296 SQ. FT.	0.1904 ACRES
LOT 14	7,245 SQ. FT.	0.1663 ACRES	LOT 63	8,160 SQ. FT.	0.1873 ACRES	LOT 112	8,296 SQ. FT.	0.1904 ACRES
LOT 15	7,245 SQ. FT.	0.1663 ACRES	LOT 64	8,160 SQ. FT.	0.1873 ACRES	LOT 113	8,290 SQ. FT.	0.1903 ACRES
LOT 16	7,245 SQ. FT.	0.1663 ACRES	LOT 65	8,397 SQ. FT.	0.1928 ACRES	LOT 114	10,756 SQ. FT.	0.2469 ACRES
LOT 17	7,277 SQ. FT.	0.1671 ACRES	LOT 66	8,818 SQ. FT.	0.2024 ACRES	LOT 115	13,136 SQ. FT.	0.3016 ACRES
LOT 18	12,160 SQ. FT.	0.2791 ACRES	LOT 67	8,484 SQ. FT.	0.1948 ACRES	LOT 116	8,656 SQ. FT.	0.1987 ACRES
LOT 19	11,572 SQ. FT.	0.2657 ACRES	LOT 68	8,160 SQ. FT.	0.1873 ACRES	LOT 117	8,760 SQ. FT.	0.2011 ACRES
LOT 20	11,280 SQ. FT.	0.2589 ACRES	LOT 69	8,698 SQ. FT.	0.1997 ACRES	LOT 118	8,760 SQ. FT.	0.2011 ACRES
LOT 21	9,607 SQ. FT.	0.2206 ACRES	LOT 70	13,447 SQ. FT.	0.3087 ACRES	LOT 119	8,760 SQ. FT.	0.2011 ACRES
LOT 22	9,007 SQ. FT.	0.2068 ACRES	LOT 71	8,367 SQ. FT.	0.1921 ACRES	LOT 120	8,760 SQ. FT.	0.2011 ACRES
LOT 23	7,235 SQ. FT.	0.1661 ACRES	LOT 72	7,820 SQ. FT.	0.1795 ACRES	LOT 121	8,760 SQ. FT.	0.2011 ACRES
LOT 24	7,235 SQ. FT.	0.1661 ACRES	LOT 73	7,820 SQ. FT.	0.1795 ACRES	LOT 122	8,760 SQ. FT.	0.2011 ACRES
LOT 25	7,234 SQ. FT.	0.1661 ACRES	LOT 74	7,820 SQ. FT.	0.1795 ACRES	LOT 123	8,715 SQ. FT.	0.2001 ACRES
LOT 26	7,234 SQ. FT.	0.1661 ACRES	LOT 75	7,820 SQ. FT.	0.1795 ACRES	LOT 124	11,700 SQ. FT.	0.2686 ACRES
LOT 27	7,234 SQ. FT.	0.1661 ACRES	LOT 76	8,361 SQ. FT.	0.1920 ACRES	LOT 125	11,855 SQ. FT.	0.2721 ACRES
LOT 28	7,233 SQ. FT.	0.1661 ACRES	LOT 77	8,160 SQ. FT.	0.1873 ACRES	LOT 126	8,710 SQ. FT.	0.2000 ACRES
LOT 29	7,233 SQ. FT.	0.1660 ACRES	LOT 78	8,160 SQ. FT.	0.1873 ACRES	LOT 127	8,760 SQ. FT.	0.2011 ACRES
LOT 30	7,072 SQ. FT.	0.1624 ACRES	LOT 79	8,160 SQ. FT.	0.1873 ACRES	LOT 128	8,741 SQ. FT.	0.2007 ACRES
LOT 31	7,558 SQ. FT.	0.1735 ACRES	LOT 80	8,160 SQ. FT.	0.1873 ACRES	LOT 129	14,863 SQ. FT.	0.3412 ACRES
LOT 32	7,560 SQ. FT.	0.1736 ACRES	LOT 81	8,160 SQ. FT.	0.1873 ACRES	LOT 130	9,445 SQ. FT.	0.2168 ACRES
LOT 33	7,561 SQ. FT.	0.1736 ACRES	LOT 82	8,160 SQ. FT.	0.1873 ACRES	LOT 131	8,760 SQ. FT.	0.2011 ACRES
LOT 34	7,561 SQ. FT.	0.1736 ACRES	LOT 83	8,160 SQ. FT.	0.1873 ACRES	LOT 132	8,760 SQ. FT.	0.2011 ACRES
LOT 35	7,561 SQ. FT.	0.1736 ACRES	LOT 84	8,160 SQ. FT.	0.1873 ACRES	LOT 133	8,760 SQ. FT.	0.2011 ACRES
LOT 36	7,561 SQ. FT.	0.1736 ACRES	LOT 85	8,046 SQ. FT.	0.1847 ACRES	LOT 134	8,760 SQ. FT.	0.2011 ACRES
LOT 37	7,562 SQ. FT.	0.1736 ACRES	LOT 86	12,885 SQ. FT.	0.2958 ACRES	LOT 135	8,760 SQ. FT.	0.2011 ACRES
LOT 38	7,562 SQ. FT.	0.1736 ACRES	LOT 87	10,516 SQ. FT.	0.2414 ACRES	LOT 136	8,760 SQ. FT.	0.2011 ACRES
LOT 39	7,562 SQ. FT.	0.1736 ACRES	LOT 88	8,168 SQ. FT.	0.1875 ACRES	LOT 137	8,760 SQ. FT.	0.2011 ACRES
LOT 40	7,562 SQ. FT.	0.1736 ACRES	LOT 89	7,820 SQ. FT.	0.1795 ACRES	LOT 138	8,807 SQ. FT.	0.2022 ACRES
LOT 41	7,562 SQ. FT.	0.1736 ACRES	LOT 90	7,820 SQ. FT.	0.1795 ACRES	LOT 139	8,808 SQ. FT.	0.2022 ACRES
LOT 42	7,563 SQ. FT.	0.1736 ACRES	LOT 91	7,820 SQ. FT.	0.1795 ACRES	LOT 140	8,760 SQ. FT.	0.2011 ACRES
LOT 43	14,451 SQ. FT.	0.3318 ACRES	LOT 92	7,820 SQ. FT.	0.1795 ACRES	LOT 141	8,760 SQ. FT.	0.2011 ACRES
LOT 44	11,238 SQ. FT.	0.2580 ACRES	LOT 93	7,820 SQ. FT.	0.1795 ACRES	LOT 142	8,760 SQ. FT.	0.2011 ACRES
LOT 45	9,136 SQ. FT.	0.2097 ACRES	LOT 94	7,923 SQ. FT.	0.1819 ACRES	LOT 143	8,760 SQ. FT.	0.2011 ACRES
LOT 46	7,556 SQ. FT.	0.1735 ACRES	LOT 95	7,820 SQ. FT.	0.1795 ACRES	LOT 144	8,760 SQ. FT.	0.2011 ACRES
LOT 47	7,560 SQ. FT.	0.1736 ACRES	LOT 96	7,820 SQ. FT.	0.1795 ACRES	LOT 145	8,760 SQ. FT.	0.2011 ACRES
LOT 48	7,438 SQ. FT.	0.1708 ACRES	LOT 97	7,916 SQ. FT.	0.1817 ACRES	LOT 146	8,760 SQ. FT.	0.2011 ACRES
LOT 49	7,438 SQ. FT.	0.1708 ACRES	LOT 98	11,735 SQ. FT.	0.2694 ACRES	LOT 147	8,980 SQ. FT.	0.2062 ACRES

TOTAL AREA 1,255,769 SQ. FT. OR 28.8285 ACRES MORE OR LESS

TRACT TABLE

TRACT	AREA (acres)	DESCRIPTION OF USE
A	0.312	LANDSCAPE/NEIGHBORHOOD TRAIL
B	1.015	LANDSCAPE/RETENTION/DRAINAGE
C	0.312	LANDSCAPE
D	0.207	LANDSCAPE/PEDESTRIAN CONNECTION
E	0.566	LANDSCAPE/RETENTION/DRAINAGE/PEDESTRIAN CONNECTION
F	0.572	LANDSCAPE/RETENTION/DRAINAGE
G	0.585	LANDSCAPE
H	1.955	LANDSCAPE/RETENTION/DRAINAGE/AMENITIES
I	0.049	LANDSCAPE
J	0.048	LANDSCAPE
K	0.100	LANDSCAPE/NEIGHBORHOOD TRAIL
L	0.116	LANDSCAPE
M	0.050	LANDSCAPE
N	0.196	DRAINAGE/LANDSCAPE/NEIGHBORHOOD TRAIL
O	0.051	LANDSCAPE
P	3.701	LANDSCAPE/RETENTION/DRAINAGE/AMENITIES/REGIONAL TRAIL/NEIGHBORHOOD TRAIL
TOTAL	9.835	

NOTE: NOT ALL OF THE EASEMENTS LISTED IN THE TRACT SUMMARY TABLE ENCOMPASS THE ENTIRE TRACT.

LAND USE TABLE

GROSS ACREAGE AREA	49.82 ACRES
RIGHT-OF-WAY	11.15 ACRES
NET ACREAGE	38.67 ACRES
AREA OF TRACTS	9.84 ACRES
AREA OF LOTS	28.83 ACRES
TOTAL NUMBER OF LOTS	147 LOTS
OVERALL DENSITY	2.95 DU/GROSS AC
AVERAGE AREA PER LOT	8,543 SF
MINIMUM LOT AREA	7,072 SF

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed 4-30-09
ARIZONA, U.S.A.
EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP10.DWG

SHEET NO.
10

10 OF 10

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PAD ZONING EXTENSION NARRATIVE

CITY OF AVONDALE
AUG 4 2008
DEVELOPMENT SERVICES
26-082

Fleming Farms PAD

I. Location

I. Nearest intersecting streets of the property.

Avondale Boulevard and Lower Buckeye Road

II. Size of the property (acreage).

Residential: Fleming Farms, Lot 2 = 49.82 acres (net of dedicated arterial ROW)
Commercial: Fleming Farms, Lot 1 = 16.63 acres (net of dedicated arterial ROW)

II. History

I. Date annexed.

April 17, 2006 – Ordinance No. 1180-406

II. Date zoned to Planned Area Development (PAD).

September 5, 2006 – Ordinance No. 1999-906

III. Subsequent action(s) with staff, the Planning Commission or City Council after zoning to PAD. List all dates. Be sure to list all approvals.

1) Preliminary Plat and Landscaping Plans (Residential)
- *a) Approved by Planning Commission – June 21, 2007*
- *b) Approved by Council – July 16, 2007*

2) Fleming Farms Final Plat (Bulk Plat/Map of Dedication)
- *a) Approved by Council – April 21, 2008*
- *b) Recorded – May 28, 2008 (Book 989 Page 41; 2008-0465698)*

3) Fleming Farms Final Plat (Lot 2 – Residential Subdivision):
- *a) Approved by Council April 21, 2008*
- *b) Recorded - June 19, 2008*

4) Final Construction Documents (Including all civil engineering, electrical and street lighting, landscaping, and traffic engineering reports)
- *a) 1st Submittal – October 2007*
  - *a) City Review Comments Received – November 2007*
- *b) 2nd Submittal – March 2008*
  - *a) City Review Comments Received – April 2008*
- *c) 3rd Submittal – In process. Evergreen and its consultants continue to have ongoing meetings and dialogue with City staff in an effort to resolve*

all outstanding issues and comments so as to complete and resubmit the 3rd submittal of the construction documents for review and City approval.

III. Request

I. Request is for a maximum one year extension.

This request is for the maximum allowable time frame of 1 year.

IV. Justification

- Why wasn't the property developed within the two year allotment?

  As shown in the above detailed chronology of events that have taken place since approval of the PAD zoning in September 2006, a significant amount of time and expenses have been expended in an effort to complete the entitlements for the property to allow for the development of the Fleming Farms subdivision. Do to the intricacies and details involved in platting and engineering this 147 lot residential subdivision, it was not feasible to obtain the necessary entitlement and begin construction within the two year allotment. In addition, the current depressed state of the residential and commercial real estate markets and the uncertainty in the overall economy has made it unfeasible to develop the property at this time.

- Why will one more year make a difference?

  A one year extension of the PAD zoning will allow sufficient time to complete the plan approvals through the City and County and should allow for the economy and real estate market to stabilize and consumer confidence to return to the marketplace.

- What step in the development process is the project in as of the date of this application?

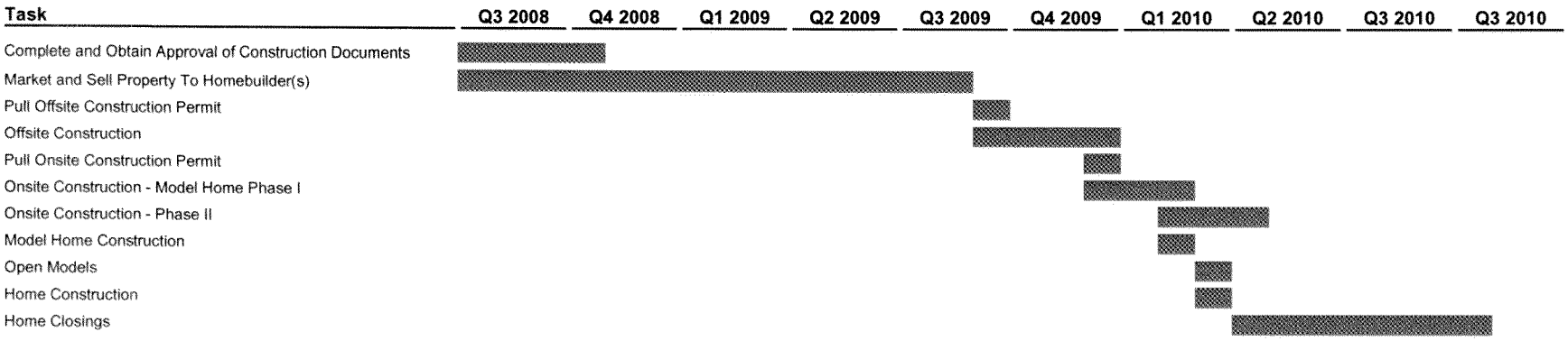
  The final plat as has been approved by the City Council and recorded. The final construction documents are in process and being prepared for 3rd submittal to the City and County for review. The rapidly changing real estate market is continually being evaluated for opportunities to begin development of the site.

- Provide a development schedule that shows how construction will be underway within the time period granted by the extension.

  A projected development schedule for the residential and commercial portion of the Fleming Farms PAD are attached.

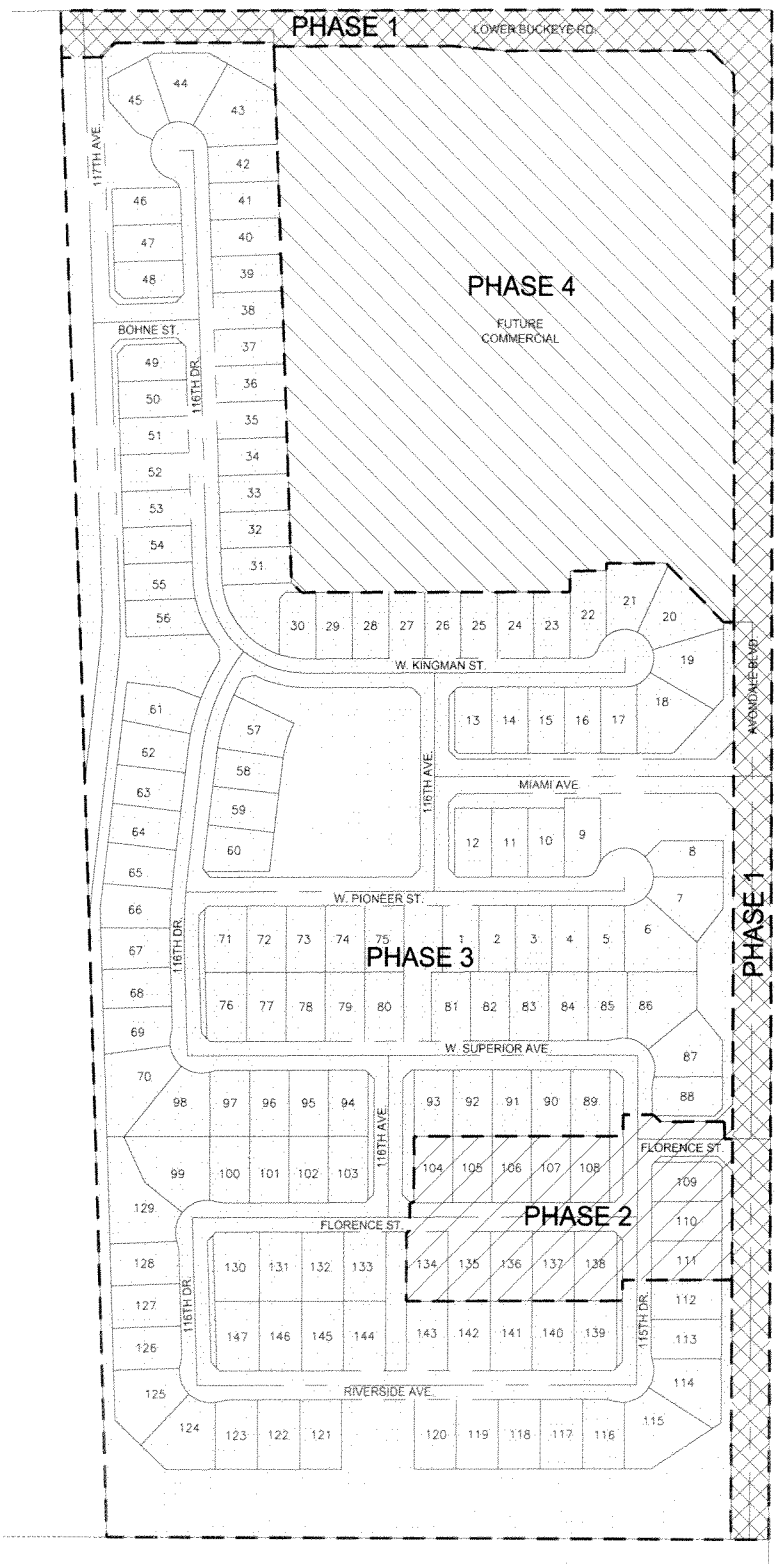
EVERGREEN

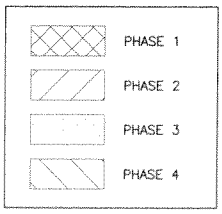
Fleming Farms - Residential
Projected Development Schedule



Notes:

Schedule is estimated and subject to market conditions and demands.





N.T.S.

CITY OF AVONDALE
AUG 4 2008
DEVELOPMENT SERVICES
2E-08-2

m2 group
M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

PHASING EXHIBIT

FLEMING FARMS
AVONDALE, ARIZONA

JOB #: 06121ED | FILENAME: PHASINGEXHIBIT.DWG

SHEET NO. 1 OF 1

CITY COUNCIL REPORT

SUBJECT:
Award of a Uniform Services Contract

MEETING DATE:
September 8, 2008

TO: Mayor and Council

FROM: Daniel Davis, Director of Parks, Recreation & Libraries (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with Unifirst Corporation to provide employee uniform services and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale has contracted with G&K Uniform Services for the past three years to supply, launder and maintain uniforms for personnel in the Water Resources, Field Operations, and the Parks, Recreation and Libraries Departments. The existing contract has expired and the vendor is currently providing service on a month to month basis. Staff reviewed the existing contract and determined it would be in the City's best interest to seek new proposals for uniform services with the intent to improve service and reduce costs. Based upon the existing contract pricing, the city has budgeted $60,000 for theses services for the current fiscal year.

DISCUSSION:

Staff evaluated the State of Arizona contract # SCC080004-A1 for uniform services with Unifirst Corporation and determined that a contract with Unifirst Corporation fully meets the citywide uniform requirements and provides lower pricing compared to our current contract. The State of Arizona contract with Unifirst Corporation is a unit price contract. Based upon our current staffing levels and uniform requirements, staff estimates that our annual uniform expense would be approximately $40,000; providing an annual savings of $20,000. The contract term is for one year, with two (2) one year renewals. Uniforms will be pressed and inspected each time they are cleaned and any necessary repairs will be completed prior to delivery each week. Separate lockers will be provided by Unifirst Corporation for City of Avondale uniforms to enhance security and reduce any unauthorized uniform use. The lockers are provided by Unifirst Corporation at no cost to the City. The Unifirst Corporation provides embroidery of the City of Avondale emblem free of charge.

BUDGETARY IMPACT:

The expenditure for uniform services has been planned and budgeted by each department in their respective operating budgets.

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Unifirst Corporation to provide employee uniform services and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PA

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UNIFIRST CORPORATION

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of September 3, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Unifirst Corporation, a Massachusetts corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona ("Arizona") entered into Contract No. SCC080004-A1 with the Contractor for uniform rental and laundry services (the "Arizona Contract"). The Arizona Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase uniform rental and laundry services under the Arizona Contract without further public bidding, and the Arizona Contract permits its cooperative use by other governmental agencies including the City.

C. The City desires to purchase uniform rental and laundry services under the Arizona Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and promises contained herein, the parties 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 September 4, 2011. The term of this Agreement may be extended for a period of up to 24 months, such option to be exercised by the City in its sole discretion.

2. The total purchase price for the uniform rental and laundry services as authorized in this Agreement shall not exceed $60,000.00 during any twelve-month period.

3. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

"**Contractor**"

UNIFIRST CORPORATION, an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2008, by _____ as _____ of UNIFIRST CORPORATION, a Massachusetts corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UNIFIRST CORPORATION

[Arizona Contract]

See following pages.

Uniform Rental and Laundry Serivces

Solicitation # SCC080004−A1

Contact Information

Agency:	Strategic Contracting Centers	Agency Address:	100 N 15th Avenue Suite 104 Phoenix AZ 85007
Agency Phone:	(602)542−5511	Agency Fax:	(602)542−5508
Procurement Officer:	Karen Weese/ADSM−6A4SXZ		
PO Phone:	(602)542−6677	PO Fax:	()−

Solicitation Information

Published Date:	2/6/08 16:32:32	Close Date:	2/13/08 15:00:00
Contract Type	Statewide	Solicitation Type	IFB
Conference Location	Arizona Department of Juvenile Corrections, 1624 W Adams, Phoenix, AZ 85007, 3rd Fl. Conf. Rm		
Conference Date:			

Description

Uniform Rental and Laundry Serivces

Amendment Information

Amendment #1

− Removes Special Terms and Conditions and replaces with Special Terms and Conditions Amendment #1 to change wording in 9.1;

− Removes Scope of Work and replaces with Scope of Work Amendment #1 to change wording in 3.3 and 3.6;

− Removes Price Sheet and replaces with Price Sheet Amendment #1 to define Unit of Measure (U/M) to 5 Per Week (5WK) and Each (EA)

Has the Price Sheet Been Changed?	No
Has the Questionnaire Been Changed?	No

Special Instructions

Attachment Formats
All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc document (Microsoft Word 2000, XP, or 2003); .xls spreadsheet (Microsoft Excel 2000, XP, or 2003), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

Definition
'May' denotes the permissive, 'Shall' denotes the imperative, 'Must' denotes the imperative.

State shall mean the State of Arizona.
ADJC shall mean the Arizona Department of Juvenile Corrections.

Estimated Quantities (Considerable)
The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the contractor. The quantities reflected on Exhibit 3 are annual estimates only and the using agency reserves the right to increase or decrease quantities actually acquired.

Federal Immigration and Nationality Act
By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

Federal Immigration and Nationality Act 2
By signing of the offer, the offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

Geographic Coverage
This solicitation is issued for the purpose of providing Uniform Rental and Laundry Services coverage for the following geographic location or regions.

Region 1: Apache/Coconino/Navajo Counties
Region 2: Cochise County
Region 3: Gila/Maricopa/Pinal Counties
Region 4: Graham/Greenlee Counties
Region 5: Mohave/Yavapai Counties
Region 6: Pima/Santa Cruz Counties
Region 7: Yuma/Lapaz Counties

Offerors may submit offers for more than one location if they are capable of providing these services in the accordance with all specifications and terms and conditions for the entire term of the resultant contract.

Check the geographic areas services will be provided on the 'PRICE SHEET'.

IT 508 Compliance
Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41−2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. Any exceptions shall be declared in writing in the offer.

Offer Submission, Due Date and Time
In accordance with the Uniform Instructions 3.1, offers in response to this solicitation shall be submitted within the State's eProcurement system, SPIRIT (www.spirit.az.gov). Offers shall be received before the date/time listed in the solicitation's 'Date To Close' field. Offers submitted outside SPIRIT, or those that are received on or after the date/time stated in the 'Date To Close' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the SPIRIT Help Desk (spirit@azdoa.gov or 602−542−7600).

Offshore Performance of Work
Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated

otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back−up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

SPIRIT Offer Submission, Due Date and Time

This clause supersedes 'Proposals: SPIRIT Submission Requirements'.

In accordance with the Uniform Instructions 3.1, offers in response to this solicitation shall be submitted within the State's eProcurement system, SPIRIT (www.spirit.az.gov). Offers shall be received before the date/time listed in the solicitation's 'Date To Close' field. Offers submitted outside SPIRIT, or those that are received on or after the date/time stated in the 'Date To Close' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the SPIRIT Help Desk (spirit@azdoa.gov or 602−542−7600).

State of Arizona Purchasing Card (P Card) Program Option

The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Offeror(s) should consult with their servicing bank to discuss this program and all applicable fees.

Those electing to participate in the State of Arizona purchasing card program shall affirm by entering Yes in the appropriate solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program.

Additionally, knowing that the utilization of the purchasing card program should result in lower administrative costs for both the supplier as well as the state we also request that the bidder(s) offer any additional discount (percent %) from list price for those eligible agencies who may implement this option. Those offering the additional discount (percent %) from list price shall do so by completing the solicitation questionnaire section entitled State of Arizona Purchasing Card (P Card) Program. Participation is optional, therefore will not be used in the State bid evaluation process.

Special Terms and Conditions

Federal Immigration and Nationality Act

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I−9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I−9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

IT 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41−2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back−up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

Uniform Instructions

1 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State

1.5 Days

calendar days unless otherwise specified.

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer

bid, proposal or quotation.

1.8 Offeror

a vendor who responds to a Solicitation.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

1.11 Solicitation Amendment

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 Subcontract

means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.13 State

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

2 Inquiries

Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries mayexcept at the Pre−Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal Responses

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre−Offer Conference

If a pre−Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror

is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;
3.13.2 Uniform Terms and Conditions;
3.1.3 Statement or Scope of Work;
3.13.4 Specifications;
3.13.5 Attachments;
3.13.6 Exhibits;
3.13.7 Special Instructions to Offerors;
3.13.8Uniform Instructions to Offerors.3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non−collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti−competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii.The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred–twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred–twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;
5.6.2 Reject any and all Offers or portions thereof; or
5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;
7.2 The signature of the protester or its representative;
7.3 Identification of the purchasing agency and the Solicitation or Contract number;
7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

Uniform Terms and Conditions

1 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Attachment

any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State.

1.5 Days

calendar days unless otherwise specified

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity

a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials

all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Services

the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 Subcontract

any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 State

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

1.13 State Fiscal Year

the period beginning with July 1 and ending June 30,

2 Contract Interpretation

Contract Interpretation

2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments;
2.3.6 Exhibits;
2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35–214 and § 35–215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non–Discrimination

The Contractor shall comply with State Executive Order No. 99–4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35–214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non–compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re−solicit the requirements.

5 Contract Changes

Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41–621 and § 35–154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions–intervention–acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified–return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date−related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date−related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty−first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date−time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date−related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12−510, except as provided in A.R.S. § 12−529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non−exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non−conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38−511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38−511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2−7−701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

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

Price Sheet

Instructions

Price Sheet
Complete Price Sheet Attachment in accordance with the instructions on the Attachment.

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Pricing	Qty	UOM
1				1	Each
2				1	Each
3				1	Each
4				1	Each
5				1	Pack

Uniform Rental and Laundry Serivces

Solicitation # SCC080004−A1

Offer

TO THE STATE OF ARIZONA:
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. _____

Federal Employer Identification No. _____

Location Information

Company Name: _____

Address: _____

_____

_____

Signature

Name: _____ Date: _____

Title: _____

Signature: _____

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti−competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41−1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization __is__is not a small business with less than 100 employees or has gross revenues of $4 million or less.

Acceptance

The Offer is hereby accepted.
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.
This contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona Awarded This _____ day of _____ _____ .
Procuremenet Officer: _____

SCOPE OF WORK – Amendment #1

1 **Introduction**. Pursuant to provisions of the Arizona Procurement Code, ARS 41-250 1 et seq., the State of Arizona intends to establish a one (1) year term Statewide Contract, with options to extend, for Uniform/Clothing/Garment Rental and Laundering Services, in accordance with the Terms and Conditions and Specifications contained herein.

2 **Statewide & Regional Coverage Areas**. For the purposes of this solicitation/Contract, the State has been divided into the following seven (7) geographical regions.

2.1 Region 1: Apache/Coconino/Navajo Counties
2.2 Region 2: Cochise County
2.3 Region 3: Gila/Maricopa/Pinal Counties
2.4 Region 4: Graham/Greenlee Counties
2.5 Region 5: Mohave/Yavapai Counties
2.6 Region 6: Pima/Santa Cruz Counties
2.7 Region 7: Yuma/Lapaz Counties

3 **The Contractor Shall:**

3.1 Maintain complete and accurate records required to substantiate services provided to the using agency. Such records shall at a minimum be able to inventory and track all garments issued to an using agency. This list shall track all garments rented, returned, and picked up for cleaning, mending, repair or replacement during the Contract period. Such records shall be made available to the using agency upon request at no additional charge.

3.2 Provide all garments in accordance with ordering location's purchase order(s)/Contract release order(s) within 7 days after receipt of order (ARO)

3.3 Ensure proper fitting of all garments, the Contractor shall exchange all regular (sizes up to 3XL for shirts and 48" waist for pants) garments within 5 to 7 days after notification and non-standard size garments (sizes above 3XL for shirts and 48" waist for pants) within 2 weeks after notification.

3.4 Garments issued shall have the employees name permanently marked in an inconspicuous place to prevent theft or loss.

3.5 Pick up and drop off all garments weekly (or as specified by the using agency) for cleaning, repair (when necessary) and upgrading (when necessary).

3.6 Mend, repair or replace all garments as requested by the ordering agency at no additional charge. Contractor shall be entitled to assess charges for intentional damages to clothing items agreed upon by both Contractor and using agency.

3.7 Upgrade all garments determined by the using agency to be in a worn (non-repairable, impaired or damaged by use or wear) condition at no additional charge.

3.8 Contractor shall be entitled to assess charges (minimal) for all non standard size garments (sizes above 3XL for shirts and 48" waist for pants).

3.9 Pick up all garments within 7 days of request that are no longer required by the ordering location or at the end of the Contract period.

3.10 Furnish all garments, labor, materials, and equipment required to perform all services provided herein for the prices set forth on the price sheet and all accepted attachments. Acceptance of all garments supplied under this Contract and determinations/acceptance for all items listed in the price sheet shall be the sole determination of the ordering location.

3.11 Provide ongoing telephone access to all ordering locations for the purpose of providing consultation, ordering information, technical assistance, and dispute resolution. Telephone access and contractor assistance shall be available during normal business hours (8:00 a.m. until 5:00 p.m., Monday through Friday, excluding State observed holidays). If located out of local calling area, the Contractor shall provide a toll free number or accept collect calls from ordering locations.

3.12 Respond to complaints within forty-eight (48) hours providing a reasonable and acceptable solution. The Contractor shall be required to rectify any problems of said notification.

3.13 Stock sufficient quantities as may be necessary to meet ordering location's needs.

SCOPE OF WORK – Amendment #1

4 Ordering Requirements

4.1 Initiation and authorization of any of services shall be done only at the sole discretion of the ordering location/agency and shall be made solely upon the issuance of a purchase order or Contract release order issued by the ordering location (citing the correct Contract number and signed by an authorized agent of that using agency).

4.2 The ordering location reserves the right to add or delete additional employees and rental services and locations at any time during the term of this Contract. These additions or deletions shall be made at no extra charge, except for the weekly costs involved.

5 Rental/Laundering Requirements

5.1 Costs shall be inclusive of all charges except "set-up" fee, and replacement of garments. Costs for replacement of clothing items lost by employees shall be separate and based upon individual occurrences rather than included in the overall cost of uniform rental and laundering.

5.2 Outfitting of Clothing items. Initial outfitting of clothing items shall be new. As new or additional personnel are hired, they will also receive new clothing items. Contractor shall be required to do all fittings on site at the awarded location. All personnel shall be fitted with care to insure proper sizing and first class appearance.

5.3 Clothing Item Maintenance

5.3.1 Cleaning/Laundering.

5.3.1.1 All clothing items must be washed in full accordance with State and Federal regulations and requirements governing commercial and industrial laundries. All clothing items must be treated for mildew prevention. All clothing items must be laundered using detergents or cleaners that are environmentally safe and leave the garment odor free. Clothing items that retain an offensive smell or residual odor after laundering will not be acceptable.

5.3.1.2 The Contractor shall provide damage repair tags and a communication log book for each ordering location at no cost to the State. In addition, heavy-duty hanger racks and/or hampers or heavy-duty duffle bags for soiled clothing items shall be provided, as requested, for those ordering location that don't have lockers.

5.3.2 Clothing item Wear and Tear. Clothing items shall be pulled out of inventory when found to be worn out/not presentable such as tears, patches, seam flaws, missing buttons, bad zippers, emblems, as determined by the Contractor's quality control area OR the using agency contact. Those pulled shall be replaced. If applicable, the using agencies emblem shall be sewn on all replacement clothing items.

5.3.3 Pressing. All clothing items must be neatly pressed/wrinkle free (not starched) and each clothing item delivered on a hanger. Pressing of clothing items shall be in accordance with industry standards.

5.3.4 Repairs.

5.3.4.1 The Contractor shall maintain all rental clothing items in a reasonable condition that includes the replacement of buttons, sewing of all seams with holes and replacement of ripped/torn clothing items. The interpretation and definition of reasonable condition, as used herein, shall be unconditionally that of the State and the Contractor shall unconditionally accept said interpretations.

5.3.4.2 Any clothing item tagged for repairs shall be returned in a professionally repaired condition or shall be replaced within one week (next delivery) at no cost to the using agency. All replacement clothing items shall be with new clothing items. Clothing items delivered with rips, holes, missing buttons, soil spots, etc. will be sent back and no rental charge shall be paid for that item until it is returned in acceptable condition.

5.3.5 Deliveries

5.3.5.1 Each ordering location requiring service will identify their delivery schedule with the Contractor. A list of the proposed pick-up and delivery locations are attached (see Exhibit 2). Contractor shall have all service performed, documented, and signed and dated by the ordering location with a copy left at delivery site per delivery.

5.3.5.2 Using agencies will require a different quantity of clothing item changes per employee for a five (5) to (7) seven day work week. Using agency contacts will provide the quantities needed per location and these numbers are given for Contractor guidance only with no minimum amount guaranteed or implied.

5.3.6 Emblems. Each work shirt shall be provided with a sewn on patch (provided by using agency) and/or an embroidered employee name, if requested by the using agency. The placement of the emblem and/or the embroidered name, as identified on Price Sheet, will be identified by the using agency.

SCOPE OF WORK – Amendment #1

5.4 **Technical Clothing Item Specifications**

5.4.1 In the interest of safety, the fabric should be of a material and weave that tends to limit or minimize injuries from slicing or impact.

5.4.2 The clothing items may vary in color, material, pant and sleeve length. Contractors shall provide the smallest to the largest sizes available.

5.4.3 All clothing items shall be available in men's and women's sizes.

5.5 Designated Contacts. The Contractor and each ordering location shall provide the other with a designated contact responsible for all questions and concerns.

5.6 Stop Service Charges. If an employee is on extended leave and the clothing item(s) are turned in pending a return to work date, a credit adjustment shall be made on the invoice/delivery ticket. Upon reordering the clothing item(s) for the employee's return to work, the Contractor shall not charge a set-up fee, only if the clothing item(s) sizes changed.

5.7 Clothing items Deficiency. Deficiencies shall be corrected within 24 hours after notification. Deficiencies will include, but not be limited to, incorrect size, wrong deliveries, incomplete returns, un-repaired clothing items or dirty clothing items. At no time shall an Agency employee work without the required clothing to perform his/her job. The Contractor shall provide loaners until discrepancies are resolved. The using agency reserves the right to request all or individual employee's uniforms to be replaced with new as determined necessary.

5.8 Route Change. The Contractor shall notify the using agency contact one (1) week prior of any route change.

5.9 Agency Holidays. If a using agencies holiday interferes with a delivery schedule, the using agency and Contractor shall make arrangements to deliver the uniforms at a different time or deliver double uniforms on the previous delivery. The Contractor shall be given the using agency holiday schedule to help forecast any changes.

5.10 Employee leaving using agency. The ordering location shall notify the Contractor in writing when an employee has terminated employment. The ordering location agency shall delete the employee name(s) from the list and collect all clothing items assigned to that individual and make appropriate adjustments to the account.

5.11 Account Set-Up. It shall be the responsibility of the Contractor to communicate with their service areas, accounts receivable and other areas involved in compliance with state's Contract pricing.

5.12 Additional Charges/Fees. The State shall not be responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, gas, etc.) other than those listed in the pricing section of the Contract.

5.13 Inventory. The Contractor will be required to establish a check-in/check-out inventory system at all locations being serviced. Forms shall identify the contract number, ordering location and contact, the Contractor's driver, and document at a minimum the following information. Both the Contractor and ordering location shall confirm all items delivered and picked by signing the form. After signature, a copy shall be provided to the ordering location.

5.13.1 Number of clothing items (by description and Price Sheet Item No.) delivered and picked up by employee;

5.13.2 Number of non-clothing items (by description and Price Sheet Item No.) delivered and picked up.

5.14 Garment Protection Plan (if requested by using agency). A number of garments are subject to extreme wear and tear (i.e. oil, mechanical grease, battery acid, etc) that require or warrant replacement. **Bidder shall DESCRIBE IN DETAIL and submit on company letter head, any garment protection plan that can be extended in order to minimize cost to the using Agency.** Cost of this plan shall be indicated on the Price Sheet, Item Number 035.

SPECIFICATIONS

Required Items. The following is a list of items that have been identified by the using agencies. Not all agencies will require all items.

1 Industrial Work Shirts – Gray and Fluorescent Orange, Required. List ALL color available.
1.1 Shirt shall be poplin weave, press fabric of polyester/cotton blend.
1.2 Collars shall be lined with collar stays.
1.3 Shirts shall have button fronts.
1.4 Option of long or short sleeve or combination (employee choice).
1.5 Shirt to have one or two front pockets with or w/o button and buttonholes.
1.6 Shirts shall have extended tail bottoms.
1.7 Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
1.8 All points of stress shall be bar tacked.
1.9 Fluorescent Orange must meet the ANSI/ISEA 107-1999 standards for high visibility apparel.

2 Executive Shirts – List ALL color available.
2.1 Shirts shall be washable permanent press fabric of cotton/polyester blend.
2.2 Collars shall be lined and have collar stays.
2.3 Shirts to have button fronts.
2.4 Option of short or long sleeves or combination (employee choice).
2.5 Shirt to have one or two front pockets with or w/o button and buttonholes.
2.6 Shirts shall have extended tail bottoms.
2.7 Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
2.8 All points of stress shall be bar tacked.

3 Polo Shirts – Port Authority Style – List ALL color available.
3.1 Shirts shall be washable fabric of cotton/polyester blend or cotton.
3.2 Collar shall be double tacked with 3 button front placket.
3.3 Double needle stitched at armholes, shoulders and cuffs.
3.4 Shoulder seams shall be tapered style.
3.5 Short or long sleeve with hemmed sleeves.

4 Denim Jean Pants – List ALL color available.
4.1 Pants shall be of 100% cotton denim fabric.
4.2 Option of relaxed fit or regular fit (Employee choice).
4.3 Pants shall be available in men's and women's cut (not conversion)
4.4 Pants shall have pockets on the front and rear.
4.5 Pants shall have no cuffs. Straight or tapered boot cut.
4.6 Pants shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
4.7 Belt loops shall be wide enough to accommodate 2-1/4" belts.
4.8 Pants shall be prewashed for comfort fit.
4.9 All fabric edges shall be overstitched, serged or chemically sealed.
4.10 Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
4.11 All points of stress shall be bar tacked with particular attention to loops and pockets.

5 Denim Jean Pants – Maternity – List ALL color available.
5.1 Pants shall be a cotton/polyester/spandex blend, denim fabric.
5.2 Pants shall have pockets on front and back.
5.3 Pants shall have no cuffs. Straight or tapered boot cut.
5.4 Pants shall have full elastic waist.
5.5 Pants shall be prewashed for comfort fit.
5.6 All fabric edges shall be overstitched, serged.
5.7 Pants shall be capable of withstanding a minimum of 100 commercial washings.
5.8 All points of stress shall be bar tacked with particular attention to loops and pockets.

6 Industrial Pants – List ALL color available.
6.1 Plain front, slack style front pockets, set-in hip pockets.

6.2 Fabric available in wrinkle resistant 100% preshrunk cotton or polyester/cotton twill.
6.3 Pants shall be available in men's and women's cut (not conversion)
6.4 Pants shall have pockets on the front and rear.
6.5 Pants shall have no cuffs. Straight or tapered boot cut.
6.6 Pants shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
6.7 Belt loops shall be wide enough to accommodate 2-1/4" belts.
6.8 Pants shall be prewashed for comfort fit.
6.9 All fabric edges shall be overstitched, serged or chemically sealed.
6.10 Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
11 All points of stress shall be bar tacked with particular attention to loops and pockets.

7 Industrial Pants – Maternity – List ALL color available.
7.1 Pants shall be a preshrunk, cotton/polyester/spandex twill blend.
7.2 Pants shall have pockets on the front and can be in back.
7.3 Pants shall have no cuffs. Straight or tapered boot cut.
7.4 Pants shall have full elastic waist.
7.5 Pants shall be prewashed for comfort fit.
7.6 All fabric edges shall be overstitched, serged.
7.7 Pants shall be capable of withstanding a minimum of 100 commercial washings.
7.8 All points of stress shall be bar tacked with particular attention to loops and pockets.

8 Executive Pleated Pants, Easy Fit – List ALL color available.
8.1 Pants shall be wrinkle resistant twill fabric of polyester/cotton.
8.2 Double pleaded straight leg style for both men and women.
8.3 Pants shall be available in men's and women's cut (not conversion)
8.4 Pants shall have pockets on the front and rear.
8.5 Pants shall have no cuffs. Straight or tapered boot cut.
8.6 Pants shall have sturdy solid brass zippered fly.
8.7 Belt loops shall be wide enough to accommodate 2-1/4" belts.
8.8 All fabric edges shall be overstitched, serged or chemically sealed.
8.9 Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
8.10 All points of stress shall be bar tacked with particular attention to loops and pockets.

9 Executive Pants – Maternity, Easy Fit – List ALL color available.
9.1 Pants shall be a cotton/polyester/spandex twill blend.
9.2 Pants shall have pockets on the front and can be in back.
9.3 Pants shall have no cuffs. Straight or tapered boot cut.
9.4 Pants shall have full elastic waist.
9.5 Pants shall be prewashed for comfort fit.
9.6 All fabric edges shall be overstitched, serged.
9.7 Pants shall be capable of withstanding a minimum of 100 commercial washings.
9.8 All points of stress shall be bar tacked with particular attention to loops and pockets.

10 Shorts – List ALL color available.
10.1 Plain front and double pleated, slack style front pockets, set-in hip pockets.
10.2 Fabric shall be polyester/cotton twill.
10.3 Pants shall be available in men's and women's cut (not conversion)
10.4 Shall have pockets on the front and rear.
10.5 Shall have no cuffs.
10.6 Length of shorts shall be between mid-thigh to top of knee.
10.7 Shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
10.8 Belt loops shall be wide enough to accommodate 2-1/4" belts.
10.9 Shall be prewashed for comfort fit.
10.10 All fabric edges shall be overstitched, serged or chemically sealed.
10.11 Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
10.12 All points of stress shall be bar tacked with particular attention to loops and pockets.

SPECIFICATIONS

11 Coveralls – List ALL color available.
11.1 A one piece action back.
11.2 No stick zipper.
11.3 Two-way zipper front pockets.
11.4 Two-patch hip pockets.
11.5 Two chest pockets (no flaps).
11.6 Elastic waist inserts.
11.6 Coverall shall be polyester/cotton or polyester/cotton twill insulated.

12 T-Shirts – List ALL color available.
12.1 Heavy-duty preshrunk 100% cotton T-shirts.
12.2 Detailed with double-needle stitching.
12.3 Seamless collar and hemmed shirt tail.
12.4 Short and Long sleeve, with and w/o front pocket
12.5 A variety of colors available.
12.6 Neck style shall be round neck.

13 Jacket – Solid Bomber Style – List ALL color available.
13.1 Jacket shall be polyester/cotton twill blend.
13.2 Cotton twill fully lined.
13.3 Zip front.
13.4 Rib knit collar cuffs and waistband.
13.5 Slash pockets.

14 Jacket – Solid Ike Style – List ALL color available.
14.1 Jacket shall be polyester/cotton twill blend.
14.2 Twill Zip front.
14.3 Lined collar.
14.4 Slash pockets.
14.5 Patch pocket on left sleeve.
14.6 Adjustable cuffs.
14.7 Adjustable waistband tabs.

15 Basic Lab Coat – List ALL color available.
15.1 Polyester/cotton poplin.
15.2 Button front.
15.3 Notched lapel collar.
15.4 Left chest pocket.
15.5 Two lower pockets
15.6 Trim fit.
15.7 A variety of colors available.

16 Apron – List ALL color available.
16.1 Bib style.
16.2 With and without pockets.
16.3 100% polyester fabric.
16.4 A variety of colors available.

17 Chef Coat – List ALL color available.
17.1 Polyester/cotton twill, with stand-up collar and left chest pocket
17.2 Reversible double breasted front.
17.3 A variety of colors available.

SPECIFICATIONS

18 Other Rental Services

18.1 Shop Towels, Cloth (for heavy grease and soil use)
18.1.1 Industrial cloth shop towels (18” x 18”), 100% cotton. Orange required, list ALL other colors available.
18.1.2 Costs will be based on inventory and laundering of shop towels per week.

18.2 Bar Towels, Cloth. White required, list ALL other colors available.
18.2.1 100% cotton; ribbed terry; heavyweight; 17” x 20”; white.

18.3 Cloth Fender Cover
18.3.1 Industrial cloth fender covers, polyester/cotton blend, 36 x 54”, Red or Black required. List ALL other colors available.
18.3.2 Costs will be based on inventory and laundering per week.

18.4 Cloth Laundry / Duffle Bags
18.4.1 100% polyester mesh net, draw string with cord lock.
18.4.2 Machine washable; 25” x 36”.
18.4.3 Color: dark.

18.5 Floor Mats
18.5.1 Mat types include greeting mats; safety mats and anti-fatigue mats. – List ALL color available.
18.5.2 Made of high-twill nylon yarn, skid resistant surface,
18.5.3 100% nitrile rubber, oil and chemical resistant.
18.5.4 Must meet ADA height guidelines.
18.5.5 2’x3’, 3’x4’, 3’x5’, 3’x10’ and 4’x6’.

18.6 Dust Mop (both Quick Change and Collapsible)
18.6.1 No snag or fraying, strong polyester backing to resist tearing and shrinkage.
18.6.2 Both treated and untreated.

18.7 Locker Rental
26” (w) x 21” (d) x 7’ (h), with 4 upper and 4 lower individual lockers. (OR SIMULAR) **On separate sheet of paper, identify all sizes available and price for each locker.**

SPECIFICATIONS

Specifications:

Colors for each item are as follows:

1) **Industrial Work Shirts**: Navy, Tan, Spruce, Lt. Blue, Burgundy, Lt. Green, Brown, Postman Blue, Charcoal, Red Lt. Grey, White, and Fluorescent Orange.
2) **Executive Shirts**: Grey, Lt. Blue, White, Burgundy Stripe, Blue Stripe
3) **Polo Shirt (SS):** Navy, Tan, Burgundy, Hunter, Red, White, Lt. Blue, Black, Lt. Grey. **Polo Shirts (LS**): Navy and Burgundy
4) **Jeans (Regular Fit**): Dark Blue, Jeans (Relaxed Fit) Lt Blue, Dk. Blue, and Black
5) **Industrial Pants**: Khaki, Spruce, Black, White, Navy, Tan, Brown, Grey, Charcoal
6) **Maternity**: Khaki, Spruce, White, Navy, Charcoal
7) **Pleated Pants**: Khaki, Navy, Charcoal, Black
8) **Executive Maternity**: Khaki, Spruce, White, Navy, Charcoal
9) **Shorts**: Khaki, Spruce, Black, Navy, Charcoal
10) **Coveralls**: Spruce, White, Navy, Charcoal, Postman Blue
11) **Jacket (Bomber and Ike**): Navy, Spruce, Charcoal, Brown
12) **Basic Lab Coat**: Lt. Blue, White, Navy
13) **Apron**: Kelly White, Spruce, Red, Black
14) **Chef Coat**: White
15) **Shop Towels**: Orange, Navy
16) **Bar Towels**: White, Yellow
17) **Floor Mats**: Greeting/Safety Mats are multi-colored and come in a variety of colors. Anti-Fatigue mats come in black.
18) **Lockers**: Lockers come in either a 6 compartment or 8 compartments (4 upper and 4 lower).

ATTACHMENT A: CONTRACTOR CONTACT INFORMATION

The following Attachment must be submitted with your Offer

1. In the absence of the principal authorized signatory, the following individual is authorized to sign this Contract and any amendments:

   Name: P. J. Scillo Title: General Manager

   Street/PO Box: 104 N 14th St.

   City: Phoenix State: AZ Zip Code: 85034

   Telephone Number: (602) 253-1144 Toll Free Number: 800-253-1144

   Fax Number: (602) 253-8009 E-Mail: pscillo@unifirst.com

2. **Contact Person for Contract Notices**:

   Name Frank Hall Title: Sales Manager

   Street/PO Box: 104 N 14th St.

   City: Phoenix State: AZ Zip Code: 85034

   Telephone Number: (602) 253-1144 Toll Free Number: 800-253-1144

   Fax Number: (602) 253-8009 E-Mail: fhall@unifirst.com

3. **Contact Person for Orders**:

   Name Thomas Vereb Title: Service Manager

   Telephone Number: (602) 253-1144 Toll Free Number: (800) 253-1144

   Fax Number: (602) 253-8009 E-Mail: tvereb@unifirst.com

4. **Contact Person to Expedite Orders (if different from above)**:

   Name Darla Acuna Title: Customer Service Representative

   Telephone Number: (602) 253-1144 Toll Free Number: (800) 253-1144

   Fax Number: (602) 253-8009 E-Mail: dacuna@unifirst.com

5. **Order Address**:

   Street/PO Box: 104 N 14th St.

   City: Phoenix State: AZ Zip Code: 85034

   Telephone Number: (602) 253-1144 Toll Free Number: 800-253-1144

   Fax Number: 602-253-8009 E-Mail:

6. **Remit to Address**:

   Company Name: UniFirst Corporation

   Street/PO Box: 104 N 14th St.

   Telephone Number: (602) 253-1144 Toll Free Number: 800-253-1144

   Fax Number: 602-253-8009 E-Mail:

Uniform Rental and Laundry Serivces

Solicitation # SCC080004-A1

Offer

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. 07429889

Federal Employer Identification No. 04-2103460

Location Information

Company Name: UniFirst Corp

Address: 104 N 14th St.
Phoenix, AZ 85034

Signature

Name: FRANK HALL Date: 2/12/08

Title: SALES MANAGER

Signature: Frank Hall

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization __is__is not a small business with less than 100 employees or has gross revenues of $4 million or less.

Acceptance

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona Awarded This _____ day of _____ _____.

Procuremenet Officer: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 07/17/2007

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: American Home Assurance Company	19380-001
INSURER B: American Home Assurance Company	19380-002
INSURER C: American International South Insurance Co	40258-001
INSURER D: New Hampshire Insurance Company	23841-004
INSURER E: National Union Fire Insurance Company of	19445-002

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	5759343	10/1/2006	10/1/2007	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
A	X	AUTOMOBILE LIABILITY	VA 5836518	10/1/2006	10/1/2007	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X	X ANY AUTO	MA 5836517	10/1/2006	10/1/2007		
A	X	ALL OWNED AUTOS	AOS 5836516	10/1/2006	10/1/2007	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 2920238	10/1/2006	10/1/2007	X WC STATU-TORY LIMITS / OTH-ER	
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	AOS 2920239	10/1/2006	10/1/2007	E.L. EACH ACCIDENT	$ 1,000,000
E		If yes, describe under SPECIAL PROVISIONS below	MA,ME,OH 2920236	10/1/2006	10/1/2007	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D		OTHER	OR 2920242	10/1/2006	10/1/2007	Worker's Compensation-Statutory	
D		Worker's Compensation and	FL 2920241	10/1/2006	10/1/2007	$1,000,000 E.L. Each Accident	
D		Employer's Liability	MN,NY,WI 2920240	10/1/2006	10/1/2007	$1,000,000 E.L. Disease-Ea.Employee	
						$1,000,000 E.L.Disease-Policy Limit	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Division/Location: 315 Region #7

See Attached:

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

PRICE SHEET – Amendment #1

Line No	Commodity Description	U/M	Unit Price[1]
	UNIFORM RENTAL & LAUNDRY ITEMS		
001	**Industrial Work Shirt, LS** (Per Specification, 1)		
	Sizes S / M:	5/WK	$ .319
	Size L / XL:	5/WK	$ .319
	Sizes 2XL / 3XL:	5/WK	$ .319
	Sizes 4XL / 6XL:	5/WK	$ .319
	Replacement Cost:	5/WK	$ 10.02
002	**Industrial Work Shirt, SS** (Per Specification, 1)		
	Sizes S / M:	5/WK	$ .275
	Size L / XL:	5/WK	$ .275
	Sizes 2XL / 3XL:	5/WK	$ .275
	Sizes 4XL / 6XL:	5/WK	$ .275
	Replacement Cost:	EA	$ 8.40
003	**Executive Shirt, LS** (Per Specification, 2)		
	Sizes S / M:	5/WK	$ .418
	Size L / XL:	5/WK	$ .418
	Sizes 2XL / 3XL:	5/WK	$ .418
	Sizes 4XL / 6XL:	5/WK	$ .418
	Replacement Cost:	EA	$ 12.89
004	**Executive Shirt, SS** (Per Specification, 2)		
	Sizes S / M:	5/WK	$ .385
	Size L / XL:	5/WK	$ .385
	Sizes 2XL / 3XL:	5/WK	$ .385
	Sizes 4XL / 6XL:	5/WK	$ .385
	Replacement Cost:	EA	$ 11.75
005	**POLO Shirt, SS, cotton/polyester** (Per Specification, 3)		
	Sizes S / M:	5/WK	$ .495
	Size L / XL:	5/WK	$ .495
	Sizes 2XL / 3XL:	5/WK	$ .495
	Sizes 4XL / 6XL:	5/WK	$ .495
	Replacement Cost:	EA	$ 15.75
006	**POLO Shirt, LS, cotton/polyester** (Per Specification, 3)		
	Sizes S / M:	5/WK	$ .583
	Size L / XL:	5/WK	$ .583
	Sizes 2XL / 3XL:	5/WK	$ .583
	Sizes 4XL / 6XL:	5/WK	$ .583
	Replacement Cost:	EA	$ 18.75

PRICE SHEET – Amendment #1

Line No	Commodity Description	U/M	Unit Price[1]
007	**POLO Shirt, SS, cotton** (Per Specification, 3)		
	Sizes S / M:	5/WK	$ .495
	Size L / XL:	5/WK	$ .495
	Sizes 2XL / 3XL:	5/WK	$ .495
	Sizes 4XL / 6XL:	5/WK	$ .495
	Replacement Cost:	EA	$ 15.75
008	**POLO Shirt, LS, cotton** (Per Specification, 3)		
	Sizes S / M:	5/WK	$ .583
	Size L / XL:	5/WK	$ .583
	Sizes 2XL / 3XL:	5/WK	$ .583
	Sizes 4XL / 6XL:	5/WK	$ .583
	Replacement Cost:	EA	$ 18.75
009	**Denim Jean Pant, Regular Fit** (Per Specification, 4)		
	Mens: Sizes 28x28 through 42x36:	5/WK	$ .506
	Sizes 44x28 through 58x36:	5/WK	$ .506
	Size 50x36+:	5/WK	$ .506
	Replacement Cost:	EA	$ 17.50
	Womens: Sizes 6 through 14:	5/WK	$ .506
	Sizes 16 through 24:	5/WK	$ .506
	Replacement Cost:	EA	$ 17.50
010	**Denim Jean Pant, Relaxed Fit** (Per Specification, 4)		
	Mens: Sizes 28x28 through 42x36:	5/WK	$ .715
	Sizes 44x28 through 58x36:	5/WK	$ .715
	Size 50x36+:	5/WK	$ .715
	Replacement Cost:	EA	$ 24.75
	Womens: Sizes 6 through 14:	5/WK	$ .715
	Sizes 16 through 24:	5/WK	$ .715
	Replacement Cost:	EA	$ 24.75
011	**Denim Jean Pant, Maternity Style** (Per Specification, 5)		
	Sizes 6 through 12:	5/WK	$ No Bid
	Sizes 14 through 20:	5/WK	$ No Bid
	Sizes 22+:	5/WK	$ No Bid
	Replacement Cost:	EA	$ No Bid
012	**Industrial Pant, preshrunk** (Per Specification, 6)		
	Mens: Sizes 28x28 through 42x36:	5/WK	$ .418
	Sizes 44x28 through 58x36:	5/WK	$ .418

PRICE SHEET – Amendment #1

Line No	Commodity Description	U/M	Unit Price[1]
	Size 50x36+:	5/WK	$ .418
	Replacement Cost:	EA	$ 13.50
	Womens: Sizes 6 through 14:	5/WK	$ .462
	Sizes 16 through 24:	5/WK	$ .462
	Replacement Cost:	EA	$ 17.50
013	**Industrial Pant, preshrunk, Maternity Style** (Per Specification, 7)		
	Sizes 6 through 12:	5/WK	$ .495
	Sizes 14 through 20:	5/WK	$ .495
	Sizes 22+:	5/WK	$ .495
	Replacement Cost:	EA	$ 16.99
014	**Executive Pleated Pant, easy fit** (Per Specification, 8)		
	Mens: Sizes 28x28 through 42x36:	5/WK	$ .528
	Sizes 44x28 through 58x36:	5/WK	$ .528
	Size 50x36+:	5/WK	$ .528
	Replacement Cost:	EA	$ 16.75
	Womens: Sizes 6 through 14:	5/WK	$ .594
	Sizes 16 through 24:	5/WK	$ .594
	Replacement Cost:	EA	$ 21.50
015	**Executive Pant, easy fit, Maternity Style** (Per Specification, 9)		
	Sizes 6 through 12:	5/WK	$ .495
	Sizes 14 through 20:	5/WK	$ .495
	Sizes 22+:	5/WK	$ .495
	Replacement Cost:	EA	$ 16.99
016	**Shorts, Slack Styling** (Per Specification, 10)		
	Mens: Sizes 28 x 28 thru 42 x 36	5/WK	$ .363
	Sizes 44 x 28 thru 58 x 36	5/WK	$ .363
	Replacement Cost:	EA	$ 11.35
	Womens: Sizes 2-18	5/WK	$ .55
	Sizes 20-24	5/WK	$ .55
	Replacement Cost:	EA	$ 17.65
017	**Coveralls: Poly/Cotton** (Per Specification, 11)		
	Mens: Sizes 28 x 28 thru 42 x 36	5/WK	$ .638
	Sizes 44 x 28 thru 58 x 36	5/WK	$ .638
	Replacement Cost:	EA	$ 20.10
	Womens: Sizes 2-18	5/WK	$ .638
	Sizes 20-28	5/WK	$ .638
	Replacement Cost:	EA	$ 20.10

PRICE SHEET – Amendment #1

Line No	Commodity Description	U/M	Unit Price[1]
018	**T-Shirt, SS** (Per Specification,12)		
	Sizes XS through 2XL:	5/WK	$ No Bid
	Size 3XL:	5/WK	$ No Bid
	Sizes 4XL through 6XL:	5/WK	$ No Bid
	Replacement Cost:	EA	$ No Bid
019	**T-Shirt, LS** (Per Specification, 12)		
	Sizes XS through 2XL:	5/WK	$ No Bid
	Size 3XL:	5/WK	$ No Bid
	Sizes 4XL through 6XL:	5/WK	$ No Bid
	Replacement Cost:	EA	$ No Bid
020	**Jacket, Bomber Style** (Per Specification, 13)		
	Sizes XS through XL	5/WK	$ .792
	Sizes 2XL through 6XL	5/WK	$ .792
	Replacement Cost:	EA	$ 27.95
021	**Jacket, Ike Style** (Per Specification, 14)		
	Sizes XS through XL	5/WK	$ .792
	Sizes 2XL through 6XL	5/WK	$ .792
	Replacement Cost:	EA	$ 27.95
022	**Basic Lab Coat** (Per Specification, 15)		
	Chest Size: Small 38” through XL 48”	5/WK	$ .341
	Chest Size: 2XL 50”” through 3XL 56”	5/WK	$ .341
	Chest Size: 58” +	5/WK	$ .341
	Replacement Cost:	EA	$ 10.75
023	**Apron, W/WO Pocket, Bib Style** (Per Specification,16)		
	ONE Size Fits All	5/WK	$ .18
	Replacement Cost:	EA	$ 3.28
024	**Chef Coat** (Per Specification, 17)		
	Chest Size: Small 34” through XL 48”	5/WK	$ .297
	Chest Size: 2XL 50”” through 3XL 56”	5/WK	$ .297
	Chest Size: 58” +	5/WK	$ .297
	Replacement Cost:	EA	$ 9.80
	OTHER RENTAL AND LAUNDRY ITEMS		
025	**Shop Towel** (Per Specification, 18.1)	EA	$ .025
	Cloth, heavy duty. If Shop Towels come in other than EA, please specify.		$
026	**Bar Towel** (Per Specification, 18.2)	EA	$ .05
	If Bar Towels come in other than EA, please specify.		$

PRICE SHEET – Amendment #1

Line No	Commodity Description	U/M	Unit Price[1]
027	**Fender Cover** (Per Specification, 18.3)	5/WK	$ .25
028	**Dust Mop,** Quick Change & Collapsible styles, treated and untreated (Per Specification, 18.6)		
	Size: Quick Change – 24”	5/WK	$ .65
	Size: Quick Change – 36”	5/WK	$ .75
	Size: Collapsible – 24”	5/WK	$ .65
	Size: Collapsible – 36”	5/WK	$ .75
029	**Floor Mat,** Greeting/Safety, Anti-fatigue (Per Specification, 18.5)		
	Greeting/Safety: 3’ x 4’	5/WK	$ 1.50
	4’ x 6’	5/WK	$ 2.40
	3’ x 10’	5/WK	$ 3.00
	Anti-fatigue: 3’ x 4’	5/WK	$ 1.00
	4’ x 6’	5/WK	$ 1.75
	3’ x 10’	5/WK	$ 2.25
030	**Embroidered Name Per Item** (Per **Scope Of Work**, 5.3.6)	5/WK	$ No Charge
031	**Patch Stitched On Clothing Item** (Per **Scope Of Work**, 5.3.6)	5/WK	$ No Charge
032	**Set-Up Charge Per Employee**	EA	$ No Charge
033	**Locker Rental (If needed)** (Per Specification, 18.7)	EA	$ No Charge
	Specify Sizes Available:___6 Bank, 8 Bank, and Soil Lockers _____		
034	**Laundry/Duffle Bag** (Per Specification, 18.4) X Provided ☐ Not Provided	EA	$ No Charge
035	**Garment Protection Plan** (Per **Scope of Work**, 5.14)	5/WK	$ .088

% ARIZONA SALES TAX, STATE, COUNTY, AND CITY*: 8.3 %

Delivery is promised within 35 calendar days after receipt of order.

If payment is made within 30 calendar days after acceptance of goods and/or services, the above price, excluding sales tax, shall be discounted by 2 %.

Check the geographic areas services will be provided:

☐ Region 1, Apache/Coconino/Navajo Counties

X Region 2, Cochise County

X Region 3, Gila/Maricopa/Pinal Counties

X Region 4, Graham/Greenlee Counties

X Region 5, Mohave/Yavapai Counties

X Region 6, Pima/Santa Cruz Counties

X Region 7, Yuma/Lapaz Counties

*Notice: If applicable taxes are not described and itemized on the Offer, the State will assume that the price(s) offered includes all applicable taxes.

PRICE SHEET – Amendment #1

The rates identified in this Contract establish the maximum cost the using agency shall pay for the noted services. Under special circumstances, the Contractor may offer, and the using agency may accept, a lower rate for a limited period of time. For a permanent rate reduction, please refer to "Price Reductions" of the Special Terms and Conditions.

Colors for each item are as follows:

1) **Industrial Work Shirts**: Navy, Tan, Spruce, Lt. Blue, Burgundy, Lt. Green, Brown, Postman Blue, Charcoal, Red Lt. Grey, White, and Fluorescent Orange.
2) **Executive Shirts**: Grey, Lt. Blue, White, Burgundy Stripe, Blue Stripe
3) **Polo Shirt (SS):** Navy, Tan, Burgundy, Hunter, Red, White, Lt. Blue, Black, Lt. Grey. **Polo Shirts (LS**): Navy and Burgundy
4) **Jeans (Regular Fit**): Dark Blue, Jeans (Relaxed Fit) Lt Blue, Dk. Blue, and Black
5) **Industrial Pants**: Khaki, Spruce, Black, White, Navy, Tan, Brown, Grey, Charcoal
6) **Maternity**: Khaki, Spruce, White, Navy, Charcoal
7) **Pleated Pants**: Khaki, Navy, Charcoal, Black
8) **Executive Maternity**: Khaki, Spruce, White, Navy, Charcoal
9) **Shorts**: Khaki, Spruce, Black, Navy, Charcoal
10) **Coveralls**: Spruce, White, Navy, Charcoal, Postman Blue
11) **Jacket (Bomber and Ike**): Navy, Spruce, Charcoal, Brown
12) **Basic Lab Coat**: Lt. Blue, White, Navy
13) **Apron**: Kelly White, Spruce, Red, Black
14) **Chef Coat**: White
15) **Shop Towels**: Orange, Navy
16) **Bar Towels**: White, Yellow
17) **Floor Mats**: Greeting/Safety Mats are multi-colored and come in a variety of colors. Anti-Fatigue mats come in black.
18) **Lockers**: Lockers come in either a 6 compartment or 8 compartments (4 upper and 4 lower).

We do not rent 100% cotton t-shirts on a full rental basis. We do carry and sell them.

For the "Delivery Promised" Section:

Delivery is promised within 14 calendar days after receipt of order for an 'add man'.
Delivery is promised within 35 after receipt of order for the initial installation.

CITY COUNCIL REPORT

SUBJECT:
First Amendment to the Professional Services Agreement with Kastelco Concession, LLC

MEETING DATE:
September 8, 2008

TO: Mayor and Council

FROM: Daniel Davis, Director of Parks, Recreation & Libraries (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an amendment to the professional services agreement between the City of Avondale and Kastelco Concession, LLC and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale entered into a Professional Services Agreement (PSA) on June 16, 2008 for the design, construction, installation and operation of two (2) food service venues for the City of Avondale at the Civic Center Library and Old Town Library. Kastelco agreed to operate the concessions at both Libraries and pay the City an annual lease payment of $20 per square feet for each library. The original agreement stipulated the annual lease payments were based upon the following calculation:

Facility	Square Footage	Price per sq. ft.	Payment Due
Civic Center	600 sq. ft.	$20	$12,300
Old Town	107 sq. ft.	$20	$ 2,140
		Total Annual Lease	**$14,440**

DISCUSSION:

The City has determined that it is necessary to amend the Agreement based on a change to the space allocated for use at the Civic Center library. The original square footage estimate was incorrect and should be reduced from 600 square feet to 342 square feet. Representatives from the City and Kastelco have verified that the facility and size is suitable for the concession operation. The allotted space will accommodate the equipment, supplies, and other items to operate the business. The City and the Contractor desire to amend the Agreement to provide for the lease of three hundred forty-two (342) square feet at the Civic Center Library as set forth by the Agreement and this First Amendment.

BUDGETARY IMPACT:

The following amended annual facility lease payments due based on this amendment are:

Facility	Square Footage	Price per sq. ft.	Payment Due
Civic Center	342 sq. ft.	$20	$6,840
Old Town	107 sq. ft.	$20	$ 2,140
		Total Annual Lease	**$8,980**

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the professional services agreement between the City of Avondale and Kastelco Concession, LLC and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment to PSA - Kastelco

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KASTELCO CONCESSIONS LLC

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of August 6, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Kastelco Concessions LLC d/b/a Big Apple Bagels Cafe, an Arizona limited liability company (the "Contractor").

RECITALS

A. The City and the Contractor entered into a Professional Services Agreement dated June 16, 2008 for the design, construction, installation and operation of two (2) Food Service venues, providing vending services at the City of Avondale Civic Center Library and Old Town Library (the "Agreement").

B. The City has determined that it is necessary to amend the Scope of Work of the Agreement.

C. The City and the Contractor desire to amend the Agreement to provide for lease payments for a lease of three hundred forty-two (342) square feet at the Civic Center venue as set forth by the Agreement and this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Contractor hereby agree to amend the Agreement as follows:

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

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

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"Contractor"

KASTELCO CONCESSIONS LLC, d/b/a Big Apple Bagels Cafe, an Arizona limited liability company

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 ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by _____ as _____ of KASTELCO CONCESSIONS LLC, an Arizona limited liability company, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KASTELCO CONCESSIONS LLC.

[Amended Scope of Work]

See following pages.

AMENDED SCOPE OF WORK

The Scope of Work for this Agreement requires the Contractor to design, build, install and operate two (2) food service venues, providing vending services at the City of Avondale Civic Center Library (the "Civic Center") and Avondale Old Town Library, also known as the Sernas Plaza Library and the Sernas Library, (the "Old Town Library") (collectively the "Concession Site(s)"). The Concession Sites comprise approximately 342 square feet at the Civic Center location and 107 square feet at the Old Town Library location. Vending services provided by the Contractor shall include merchandise sales of non-alcoholic beverage items such as hot and iced coffee, bottled water, juice, hot and iced chocolate drinks, and food items such as bagels, pastry, muffins, fresh fruit, sandwiches, salads, etc. (the "Vending Services"). Food shall be pre-packaged or prepared off-site. No food preparation shall be allowed at either Concession Site. The sale of alcoholic beverages and tobacco is strictly prohibited. The Contractor shall follow all current municipal regulatory and code requirements (Maricopa County Environmental Health Code, Chapter VII). This information is available through the Maricopa County Department of Environmental Services. Environmental Health Codes and Regulations can be reviewed online at:

http://www.maricopa.gov/envsvc/BUSINESS/hlthcode.asp

1. Design and Construction.

a. Immediately after notice of award, Contractor shall meet with representatives of the City to finalize the City's specifications relative to design approach, public image, menus, scope and style of service, preparation and purchasing standard and any other basic planning criteria, or intent, which will communicate the City's specific needs into the planning process for the design and construction of all business facilities necessary to provide the Vending Services at the Concession Sites.

b. Within thirty (30) days after notice of award, Contractor shall submit one or more designs for the Concession Sites. Concession Site designs shall indicate space utilizations, proposed functional relationships of beverage preparation, food vending, support areas and seating. Concession Site designs shall be prepared at the Contractor's sole expense. The City shall have final right of selection of proposed design(s). Each Concession Site design shall be self-contained and accommodate all equipment, supplies, and other items necessary to perform the Vending Services. The Concession Sites shall be the only areas where the Contractor shall be allowed to conduct business. Contractor shall be responsible for all tenant improvements, building inspections and permits.

c. Water, electricity and plumbing (sinks) required for operation of the Concession Sites and Vending Services will be available upon installation and utility costs shall be borne by the City. In addition, the City will provide a building shell and a single three (3) compartment sink, handwashing sink and drainage at the Civic Center location. Construction and installation of the remainder of the Concession Site business facilities, including any additional equipment such as food preparation counters, specialty needs, cash registers and refrigeration equipment (collectively, the "Concession Site Facilities"), will be the sole responsibility of the Contractor, provided and installed at no cost to the City.

d. Each Concession Site Facility, if applicable, shall be entirely self-contained with all equipment inventory including, but not limited to, refrigerator, ice machine, microwave (if applicable to menu items offered), sneeze guard, coffee grinders, coffee/tea combination brewer, commercial grade blender, cash register and storage shelving.

e. Contractor shall coordinate with the Director of Parks, Recreation and Libraries or authorized designee to schedule the construction and installation of the Concession Site Facilities and all requisite equipment, as well as administer the progress of the construction and installation of the Concession Site Facilities.

f. The City and the Contractor shall review the final on-site placement of all items and inspect for damages to determine that the installation of the Concession Site Facilities are in accordance with the final plans and specifications. All corrective action must take place prior to occupancy.

g. With respect to design, construction installation and operation of the Concession Site Facilities and the performance of the Vending Services, the Contractor shall not impede visitors to the Libraries or City properties.

h. All Concession Site Facilities shall be (i) inspected and approved by the Maricopa County Environmental Services Department, (ii) be in compliance with the Maricopa County Environmental Health Code, (iii) be in compliance with all City ordinances, and (iv) have a current operation permit in good standing.

i. The City shall schedule inspections with the Contractor's Concession Manager. Quality service and strict adherence to the Agreement will be expected from the Contractor.

2. Operation of the Concession Sites and Performance of the Vending Services.

a. Contractor shall have proprietary operational rights of the Concession Sites during specific hours of operation as determined during the Proposal selection process. No other vendor shall be allowed in City's libraries, with the exception of a special City event. The City recommends that Concession Sites be open a minimum of 6-days per week of Vending Services, excluding City holidays. These are minimums, more than minimum Vending Service hours shall remain the discretion of the Contractor (i.e., earlier start time, later closing time, special City events, etc.). Subcontracting of the Concession Sites and Vending Services are strictly prohibited.

b. Contractor shall provide a manager who shall be responsible for the performance of the Agreement and remain the Contractor's contact person for the duration of the Agreement (the "Concession Manager"). The Concession Manager shall establish a routine for communications with the Director of Parks, Recreation and Libraries or authorized designee to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Director of Parks, Recreation and

Libraries or authorized designee. The Concession Manager shall contact the Director of Parks, Recreation and Libraries or authorized designee to review overall performance, receive special instructions regarding special events, or discuss other pertinent items regarding the Agreement and the Contractor's performance.

c. Contractor shall furnish all merchandise, supplies and materials necessary for the proper performance and operation of the Vending Services at the Concession Sites. The Contractor shall not use any material or supplies which the Director of Parks, Recreation and Libraries or authorized designee determines would be unsuitable for the purpose intended, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons.

d. Each Concession Site Facility, including service areas and coolers, must bear the stamp of approval by the National Sanitary Foundation, or other official sanctioning body, and must comply with Maricopa County Environmental Services Department requirements in addition to all other applicable laws, rules and regulations for the operation for a food service concession of this type.

e. Contractor shall provide each Concession Site with a trash receptacles and plastic liners, and each such trash receptacle shall be emptied daily. Each Concession Site must be cleaned and sanitized daily.

f. At the close of business each day, Contractor shall pick-up and dispose of all debris generated by the Vending Services.

g. There shall be no cash left at the Concession Sites after closing. Merchandise left at the Concession Sites must be secured by the Contractor. The City is not responsible for any merchandise removed after food service stand closes.

h. Advertising shall be prohibited with exception of the food and drink menu, which shall be posted in accordance with the direction of the Director of Parks, Recreation and Libraries or authorized designee.

i. Contractor shall not place any equipment, boxes, ice chests, contrivance or objects outside the established perimeters of the Concession Sites.

j. Staffing.

(1) The Contractor shall provide adequate personnel, trained in proper methods and techniques to properly and satisfactorily maintain and operate the Concession Sites and perform the Vending Services. Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City's Director of Parks, Recreation and Libraries or authorized designee shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, Contractor's staff shall have the ability to:

(A) Read, write, speak and understand the English language.

(B) Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.

(C) Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

(2) All Contractors and/or Contractor's employees assigned to a Concession Site shall not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. All Contractors and their employees shall agree to submit to any background checks as deemed necessary by the City.

(3) Contractors shall comply fully with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Maricopa and the City of Avondale, including specific city regulations related to building permits and fees, zoning, use permit stipulations and regulations regarding alcoholic beverages, nuisance abatement, immoral conduct, smoking/non-smoking, privilege and use excise taxes.

(4) At least one employee stationed at each Concession Site during hours of operation shall possess a current Maricopa County Food Manager's card. Additional employees stationed at each Concession Site shall possess a current Maricopa County Food Handler's card.

(5) Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.

(6) The City reserves the right to require Contractor to remove any personnel from further duty at the Concession Sites, without cause and without the right to recover damages by such employee or by the Contractor from the City. The Contractor may appeal employee decisions to the City Manager. The City Manager will make the final determination as to the removal.

(7) No minimum manpower requirements shall be placed on the Contractor in relation to the number of employees required. The Contractor is encouraged to schedule Vending Services for each Concession Site whereby supervision of Contractor's personnel and security of each Concession Site will be maintained at all times. However, consistent "no-shows," as documented by the City, for minimum services as established in the Scope of Work, by a Contractor shall cause the City to review the file and a determination made for default of contract.

(8) Any Contractor missing five (5) consecutive days as outlined in this Scope of Work shall cause the City to review the file and a determination made for default of contract.

k. Prohibited Noises.

(1) The Concession Sites shall be located in a professional area where City business is conducted, and workers and visitors are present. As such, the following distractions and annoyances are unacceptable and any occurrences shall result in termination of the Agreement.

(A) Creation of unreasonably loud, disturbing and unnecessary noises.

(B) Noises of such character, intensity or duration as to be detrimental to life and health of any individual or in disturbance of their public peace and welfare.

(C) The sounding or blowing of any horn or signaling devices.

(D) The playing of any radio, amplified music system, phonograph, or any other musical instrument in such manner or with such volume as to annoy or disturb the quiet, comfort, or repose of persons in close proximity or any persons in offices located in the vicinity.

(E) Yelling, shouting, hooting, whistling, or singing so as to annoy or disturb the quiet, comfort, or repose of persons in close proximity or any persons in offices located in the vicinity.

(F) Noise to attract attention, such as a drum, loudspeaker, or other instrument or devise for advertising or other purposes.

l. The Contractor shall conduct his/her operation of the Vending Services and the Concession Sites in such a manner that does not damage City property. In the event damage occurs to City of Avondale property or any adjacent property by reason of any Vending Service operations performed under this Agreement, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be charged to the Contractor.

3. Concession Site Lease Payments.

a. Contractor shall lease the Concession Sites from the City based upon a lease rate of $20 per square foot per month as set forth in the following table:

Facility	Square Footage	Price per Square Foot	Payment Due
Civic Center	342 sq. ft.	$20	$6,840
Old Town	107 sq. ft	$20	$2,140
Total Monthly Lease			$8,980

b. The City will waive the monthly lease payment of $178.33 for a period of twelve (12) months from the Contractor's date of occupancy for the Old Town Library location. The City will waive the monthly lease payment of $1,000 for a period of six (6) months from the Contractor's date of occupancy for the Civic Center library location. Lease payments shall be due and payable to the City after the above-mentioned periods and shall continue until the Agreement terminates. No additional fees shall be charged to the Contractor.

c. In addition to license payments required under this Agreement, transaction privilege, sales, and other taxes at the rate provided by law, shall be paid by the Contractor in addition to any taxes imposed on Contractor's business activities conducted at the Concession Sites. Questions pertaining to the applicability of taxes should be directed to the City's Finance and Budget Department, Transaction Privilege Tax Representative, at (623) 333-2016.

CITY COUNCIL REPORT

SUBJECT:
Materials Purchase Contracts with Valmont Industries, Cem-Tec Corporation and Phoenix Highway Products, Inc.

MEETING DATE:
September 8, 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 Materials Purchase Contracts to Valmont Industries in the amount of $75,000, Cem-Tec Corporation in the amount of $75,000, and Phoenix Highway Products, Inc., in the amount of $125,000 to purchase traffic signal and streetlight poles, traffic signal and streetlight equipment, and miscellaneous hardware, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Chandler currently has contracts with Valmont Industries, Cem-Tec Corporation and Phoenix Highway Products, Inc. for purchasing materials including traffic signal and streetlight poles, traffic signal and streetlight equipment, and miscellaneous hardware. The City of Chandler contracts contain cooperative use language which extends the use of the contracts to other municipalities.

DISCUSSION:

In April 2008, staff was notified by the City of Chandler's Procurement Office that the City of Chandler was going to issue an Invitation for Bid (IFB) for the purchase of Traffic Signal Poles and Miscellaneous Hardware. Staff researched and identified equipment needs and provided the specifics along with the City of Avondale's equipment standards to the City of Chandler for inclusion in the IFB. On May 15, 2008, the City of Chandler issued the IFB. The IFB included traffic signal and streetlight poles and mast arms, signal heads and pedestrian signals, anchor bolts and other miscellaneous hardware. At their July 31, 2008 City Council meeting, the City of Chandler awarded contracts to Valmont Industries, Cem-Tec Corporation and Phoenix Highway Products, Inc. for the purchase of said equipment.

Staff and the City Attorney's Office have reviewed the contracts with Valmont Industries, Cem-Tec Corporation and Phoenix Highway Products, Inc and have found them to be acceptable. By utilizing the existing City of Chandler contracts, equipment for Capital Improvement Program (CIP) projects and citywide operation, maintenance and repair can be procured in a timely and effective manner.

SCHEDULE:

Staff anticipates issuing purchase orders for equipment throughout the fiscal year, ending June 30, 2009. The contracts will be utilized for ordering equipment for CIP projects and general operation and maintenance items.

BUDGETARY IMPACT:

The contract with Valmont Industries is in an amount not-to-exceed $75,000. The contract with Cem-

Tec Corporation is in an amount not-to-exceed $75,000, and the contract with Phoenix Highway Products, Inc. is in an amount not-to-exceed $125,000. Funding for the equipment needed by current CIP projects is available in Street Fund Line Item Nos. 304-1154-00-8420, Indian School Road & El Mirage Road Traffic Signal, 304-1251-00-8420, Indian School Road & Westwind Parkway Traffic Signal, and 304-1242-00-8420, Van Buren Street & Eliseo C. Felix Way Traffic Signal. Funding for general operation, maintenance and repair equipment is available in Traffic Engineering's Operating Budget Line Items 201-5925-00-7690, Traffic Signs, 201-5925-00-7691, Traffic Signals, and 201-5925-00-7692, Streetlights. Funding for the purchase of streetlight poles that are knocked down is available in 605-5165-00-6480, Risk Management. If equipment for other CIP projects is needed, funding will be provided from the respective project's line item.

RECOMMENDATION:

Staff recommends that City Council award Materials Purchase Contracts to Valmont Industries in the amount of $75,000, Cem-Tec Corporation in the amount of $75,000, and Phoenix Highway Products, Inc., in the amount of $125,000, to purchase traffic signal and streetlight poles, traffic signal and streetlight equipment, and miscellaneous hardware, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PA - Phoenix Highway Products
- PA - Cem-Tec Corporation
- PA - Valmont Industries

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX HIGHWAY PRODUCTS, INC.

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of September 8, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Phoenix Highway Products, Inc., an Arizona corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Chandler ("Chandler") entered into Contract No. TE8-550-2610 with the Contractor for signals and related hardware (the "Chandler Contract"). The Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase the signals and related hardware under the Chandler Contract without further public bidding, and the Chandler Contract permits its cooperative use by other governmental agencies including the City.

C. The City desires to purchase the signals and related hardware under the Chandler Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and promises contained herein, the parties hereby agree as follows:

1. Contractor shall provide the signals and related hardware under the terms and conditions of the Chandler Contract only after the Contractor receives a purchase order from the City for said signals and related hardware as set forth in Exhibit A.

2. The total purchase price for the signals and related hardware as authorized in this Agreement shall not exceed $125,000.00 during any twelve-month period.

3. This Agreement may be cancelled pursuant to Ariz. Rev. Stat. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

"**Contractor**"

PHOENIX HIGHWAY PRODUCTS, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX HIGHWAY PRODUCTS, INC.

[Chandler Contract]

See following pages.

CITY OF CHANDLER SERVICES AGREEMENT
TRAFFIC SIGNAL POLES & MISC. HARDWARE
AGREEMENT NO.: TE8-550-2610

THIS AGREEMENT is made and entered into this day of , 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **Phoenix Highway Products, Inc.**, a Corporation of the State of Arizona, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. CONTRACTOR shall act under the authority and approval of the Traffic Operations Superintendent /designee (Contract Administrator), to provide the services required by this Agreement.

1.2. Key Staff. This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

1.3. Subcontractors. During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

1.4. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall provide all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. Licenses. CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.3. Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4. Compliance With Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

2.5. Warranties.

2.6. Warranty. A warranty period on workmanship and materials shall be based upon a minimum of twelve (12) months warranty from defects, which inhibit normal use, from the date of acceptance by CITY.

Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

CONTRACTOR shall indicate on a separate written sheet the exact conditions, limitations, and duration of their warranty. At a minimum, the warranty provided shall conform to the requirements stated herein.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. **Audit**. At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. **Product Discontinuance.** The CITY may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the CITY, at its sole discretion, may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission from Contract Administrator/designee to substitute a new product or model and provide the following:

3.4.1 A formal announcement from the manufacturer that the product or model has been discontinued.

3.4.2 Documentation from the manufacturer that names the replacement product or model.

3.4.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

3.4.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions and/or uses of the discontinued product or model.

3.4.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

3.5. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

3.6. **PRICE:**

3.6.1 CITY shall pay to CONTRACTOR a total contract amount not to exceed Three Hundred Thousand Dollars ($300,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4. **TAXES**

4.1. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.3. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.

4.4. **IRS W-9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

4.5. **Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

4.6. **Fuel Surcharges.** Due to the unpredictability of the fuel market, under no circumstances will the CITY accept fuel surcharges on an invoice.

4.7. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

4.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM:**

5.1. The term of the Contract is one year (s), commencing on August 1, 2008 and terminating on July 31, 2009 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. **CITY'S CONTRACTUAL REMEDIES:**

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. **TERMINATION:**

8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2 **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
2) If CONTRACTOR is adjudged a bankrupt or insolvent;
3) If CONTRACTOR makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

8.5. Suspension or Debarment. CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. Continuation of Performance Through Termination. The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. Alternate Dispute Resolution. REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION: Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to

Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.

2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.

3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.

4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

B. ARBITRATION

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for $500,000 or less except for errors of law which may be appealed if an award exceeds $100,000 and is based on an error of law . If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of $5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.

3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any

event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.

7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of $500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of $50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.

8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.

10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.

C. **APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of $100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512.

Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

D. **UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. l2-1501, et. seq.

E. **FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

F. **EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. 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 is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/Designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;

D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

E. Claims for damages insured by usual personal injury liability coverage;

F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for bodily injury or property damage arising out of completed operations;

I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than $1,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of $2,000,000 per occurrence (or 10% per occurrence) and an aggregate of $5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability

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 the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

12.7. Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of $5,000,000 per accident for bodily injury and property damage.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator:	Traffic Operations
Contact:	Joe Felix
Mailing Address:	PO Box 4008 – MS 910
Physical Address:	975 E Armstrong Way #B
City, State, Zip	Chandler AZ 85244
Phone:	480-782-3459
FAX:	480-782-3444

In the case of the CONTRACTOR

Firm Name:	Phoenix Highway Products Inc.
Contact:	Tom McGovern
Address:	2631 N 37th Dr
City, State, Zip	Phoenix AZ 85009
Phone:	602-344-7770
FAX:	602-344-7771
EMAIL:	Tom@PhoenixHighwayProducts.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. No Kickback. CONTRACTOR warrants that no person has been employed or retained to solicit or

secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

14.2. Kickback Termination. CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY 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 to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

15.2. Liquidated / Default Damages. Should CONTRACTOR fail to deliver the supplies and/or perform the services within the time specified in this contract, or any extension thereof, the actual damages to CITY for the delay will be difficult to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to CITY as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $100 per day. CONTRACTOR shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of CONTRACTOR. The CITY shall determine what is beyond the control of CONTRACTOR and his supplier.

15.3. Entire Agreement. This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

15.4. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.5. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.6. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

15.7. Independent CONTRACTOR. The CONTRACTOR under this Contract is an independent

CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.8. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.9. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 4 day of Aug **2008.**

~~FOR THE CITY OF CHANDLER~~

MAYOR

FOR THE CONTRACTOR

By: TL M McL

Signature

ATTEST:

City Clerk

SEAL

ATTEST: If Corporation

Secretary

Approved as to form:

City Attorney

CITY OF CHANDLER CORPORATE SEAL ARIZONA

EXHIBIT A

CONTRACTOR shall supply CITY with signal poles, mast arms and streetlight mast arms as identified in these specifications. Equipment and hardware shall be of sufficient type and quantity to enable CITY to assemble complete signal and streetlight units as identified in Exhibit B.

Items listed herein shall be considered an estimated annual usage only. As stated in Section 3.1 of the Information & Instructions to bidders for this Agreement, the City makes no guarantee as to items purchased or actual dollars to be spent under this Agreement.

1. **GENERAL.** All items submitted with the offer may be purchased under this contract at the discounts listed on the manufacturers price list/catalog. CONTRACTOR shall provide a comprehensive selection of products and price list and/or catalog. Pricing for these items shall be based upon a single discount percentage (%) for each item.

   CONTRACTOR shall provide a unit price and an extended price for all items listed on the price sheet. Quantities listed on pricing sheet are for evaluation purposes only and not a guarantee of a purchase.

   CONTRACTOR shall be responsible for adhering to the requirements of each agency if their requirements vary from that of the City of Chandler.

2. **Traffic Signal Poles, Signal Mast Arms, and Streetlight Mast Arms:**

   Any product provided to CITY shall be in accordance with Arizona Department of Transportation (ADOT), Division of Highways Standard Specifications for Road and Bridge Construction, 2000 (or newer), and the Arizona Department of Transportation (ADOT), Division of Highway Standard Drawings for Traffic Signals and Lighting, 2004.

   All signal poles shall be supplied completed with 1-1/4" – 7ASTM A 325 high strength bolts for mounting signal mast arms. All "Q" and "R" signal poles shall be supplied completed with ¾" – 7 ASTM A 325 high strength bolts for mounting streetlight mast arms. All "J" and "K" poles shall be modified in accordance to the City of Chandler detail 110A.

   All signal poles, signal mast arms, and streetlight mast arms shall be galvanized in accordance with the requirements of ASTM A 123. The visual appearance of the finish shall be uniform. Discoloration of the galvanized finish such as dark areas, dark streaks, dark rings or any transportation handling marks , which are considered excessive by the Contract Administrator/designee, will not be allowed.

   The number of tenons installed on each signal mast arm shall correspond to the following schedule:

Pole length	# of Tenons
<20 ft.	1
20-30 ft.	2
35-40 ft.	3
≥ 45 ft.	4

   Multiple tenons shall be placed 12 feet apart with the first tenon located 4" from the tip of the arm.

2. **Anchor Bolts**
   All signal poles shall be supplied with anchor bolts as per ADOT specifications and standard drawing T.S. 4-20.

EXHIBIT B - PRICING

GROUP 3 – Signal Heads & Pedestrian Signals:

****All indications must be LED fully assembled except items 37, 42, and 46.**

ITEM No.	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
51	16	Q – Type II	$748.80	$11,980.80
52	16	Q – Type IV	$822.60	$13,161.60
53	16	Q – Type V	$803.70	$12,859.20
54	8	Q, F – Type VI	$1,287.00	$10,296.00
55	16	Q – No mount	$472.50	$7,560.00
56	8	R – Type II	$498.60	$3,988.80
57	8	R – Type IV	$558.00	$4,464.00
58	8	R – Type V	$541.80	$4,334.40
59	8	R, F – Type VII	$934.20	$7,473.60
60	1	R – No mount	$364.50	$364.50
61	16	F – Type II	$532.80	$8,524.80
62	16	F – Type IV	$592.20	$9,475.20
63	16	F – Type V	$576.00	$9,216.00
64	16	F – No mount	$403.20	$6,451.20
65	1	Pedestrian Signal – No mount	$211.50	$211.50
66	1	Pedestrian Signal – Type V	$399.60	$399.60
67	1	Pedestrian Signal – Type VII	$678.60	$678.60
68	6	S – Type II	$874.80	$5,248.80
69	2	S – No mount	$737.10	$1,474.20
70	4	Vehicle Signal – Type V	$156.60	$626.40
71	4	Vehicle Signal – Type VII	$198.00	$792.00
			SUB-TOTAL	$119,581.20
			Sales Tax 8.3%	$9,925.24
			TOTAL	$129,506.44

GROUP 4 – Hand / Man:

ITEM No.	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
72	20	Count Down	$205.20	$4,104.00
73	40	LED	$106.20	$4,248.00
74	40	9 x 12 ADA Compliant Ped. Push Buttons	$122.40	$4,896.00
75	20	Momentary Bulldog; retrofit for existing 9 x 12 push button assembly, incl. mounting plate	$91.80	$1,836.00
76	20	Navigator/Audible – Tactile Push Button	$291.60	$5,832.00
77	20	Navigator CCU Unit, control unit for cabinet	$1,980.00	$39,600.00
			SUB-TOTAL	$60,516.00
			Sales Tax 8.3%	$5,022.83
			TOTAL	$65,538.83

GROUP 5 – Indications:

ITEM No.	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
78	300	Red – LED; 12"; Manufacturer:	$47.70	$14,310.00
79	100	Red – LED; 8"; Manufacturer:	$43.20	$4,320.00
80	300	Green – LED; 12"; Manufacturer:	$83.70	$25,110.00
81	100	Green – LED; 8"; Manufacturer:	$62.10	$6,210.00
82	300	Yellow – LED; 12"; Manufacturer:	$90.00	$27,000.00
83	100	Yellow – LED; 8"; Manufacturer:	$81.90	$8,190.00
84	100	Red – A; Manufacturer:	$47.70	$4,770.00
85	100	Green – A; Manufacturer:	$62.10	$6,210.00
86	100	Yellow – A; Manufacturer:	$80.10	$8,010.00
87	100	Yellow ; incandescent; Manufacturer:	$8.10	$810.00
			SUB-TOTAL	$104,940.00
			Sales Tax 8.3%	$8,710.02
			TOTAL	$113,650.02

CONTRACTOR states that all items will be delivered within 45 calendar days after receiving order.

As noted in the Contract, any delay in delivery beyond the stated date may result in the implementation of the "default" and/or "liquidated damages" provisions.

Group 3 - 10% discount off like items
Group 4 - 10% discount off like items
Group 5 - 10% discount off like items

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CEM-TEC CORPORATION

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of September 8, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Cem-Tec Corporation, an Arizona corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Chandler ("Chandler") entered into Contract No. TE8-550-2610 with the Contractor for streetlight poles and related hardware (the "Chandler Contract"). The Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase the streetlight poles and related hardware under the Chandler Contract without further public bidding, and the Chandler Contract permits its cooperative use by other governmental agencies including the City.

C. The City desires to purchase the streetlight poles and related hardware under the Chandler Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and promises contained herein, the parties hereby agree as follows:

1. Contractor shall provide the streetlight poles and related hardware under the terms and conditions of the Chandler Contract only after the Contractor receives a purchase order from the City for said streetlight poles and related hardware as set forth in Exhibit A.

2. The total purchase price for the streetlight poles and related hardware as authorized in this Agreement shall not exceed $75,000.00 during any twelve-month period.

3. This Agreement may be cancelled pursuant to Ariz. Rev. Stat.§ 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

"**Contractor**"

CEM-TEC CORPORATION, an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by _____ as _____ of CEM-TEC CORPORATION, an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CEM-TEC CORPORATION

[Chandler Contract]

See following pages.

CITY OF CHANDLER SERVICES AGREEMENT
TRAFFIC SIGNAL POLES & MISC. HARDWARE
AGREEMENT NO.: TE8-550-2610

THIS AGREEMENT is made and entered into this day of , 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **CEM-TEC CORPORATION**, a Corporation of the State of Arizona, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. CONTRACTOR shall act under the authority and approval of the Traffic Operations Superintendent /designee (Contract Administrator), to provide the services required by this Agreement.

1.2. Key Staff. This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

1.3. Subcontractors. During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

1.4. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall provide all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. Licenses. CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.3. Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4. Compliance With Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

2.5. Warranties.

2.6. Warranty. A warranty period on workmanship and materials shall be based upon a minimum of twelve (12) months warranty from defects, which inhibit normal use, from the date of acceptance by CITY.

Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

CONTRACTOR shall indicate on a separate written sheet the exact conditions, limitations, and duration of their warranty. At a minimum, the warranty provided shall conform to the requirements stated herein.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. **Product Discontinuance.** The CITY may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the CITY, at its sole discretion, may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission from Contract Administrator/designee to substitute a new product or model and provide the following:

3.4.1 A formal announcement from the manufacturer that the product or model has been discontinued.

3.4.2 Documentation from the manufacturer that names the replacement product or model.

3.4.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

3.4.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions and/or uses of the discontinued product or model.

3.4.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

3.5. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

3.6. **PRICE:**

3.6.1 CITY shall pay to CONTRACTOR a total contract amount not to exceed Three Hundred Thousand Dollars ($300,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4. **TAXES**

4.1. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.3. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.

4.4. **IRS W-9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

4.5. **Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

4.6. **Fuel Surcharges.** Due to the unpredictability of the fuel market, under no circumstances will the CITY accept fuel surcharges on an invoice.

4.7. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

4.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM:**

5.1. The term of the Contract is one year (s), commencing on August 1, 2008 and terminating on July 31, 2009 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. **CITY'S CONTRACTUAL REMEDIES:**

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. **TERMINATION:**

8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-CONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2 **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
2) If CONTRACTOR is adjudged a bankrupt or insolvent;
3) If CONTRACTOR makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

8.5. Suspension or Debarment. CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. Continuation of Performance Through Termination. The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. Alternate Dispute Resolution. REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION: Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to

Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.

2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.

3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.

4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

B. ARBITRATION

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for $500,000 or less except for errors of law which may be appealed if an award exceeds $100,000 and is based on an error of law . If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of $5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.

3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any

event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.

7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of $500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of $50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.

8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.

10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.

C. **APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of $100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512.

Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

D. **UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. I2-1501, et. seq.

E. **FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

F. **EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. **INSURANCE:**

12.1. **Insurance Representations and Requirements:**

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. 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 is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/Designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;

D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

E. Claims for damages insured by usual personal injury liability coverage;

F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for bodily injury or property damage arising out of completed operations;

I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than $1,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of $2,000,000 per occurrence (or 10% per occurrence) and an aggregate of $5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability

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 the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

12.7. Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of $5,000,000 per accident for bodily injury and property damage.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator:	Traffic Operations
Contact:	Joe Felix
Mailing Address:	PO Box 4008 – MS 910
Physical Address:	975 E Armstrong Way #B
City, State, Zip	Chandler AZ 85244
Phone:	480-782-3459
FAX:	480-782-3444

In the case of the CONTRACTOR

Firm Name:	Cem-Tec Corporation
Contact:	Jack Albert
Address:	3745 S 7th Ave
City, State, Zip	Phoenix, AZ 85041
Phone:	602-268-8895
FAX:	602-276-7251
EMAIL:	JAlberts@Cem-Tec.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. No Kickback. CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of

A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

14.2. Kickback Termination. CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY 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 to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

15.2. Liquidated / Default Damages. Should CONTRACTOR fail to deliver the supplies and/or perform the services within the time specified in this contract, or any extension thereof, the actual damages to CITY for the delay will be difficult to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to CITY as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $100 per day. CONTRACTOR shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of CONTRACTOR. The CITY shall determine what is beyond the control of CONTRACTOR and his supplier.

15.3. Entire Agreement. This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

15.4. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.5. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.6. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

15.7. Independent CONTRACTOR. The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.8. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.9. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 4 day of Aug **2008.**

FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

SEAL

Approved as to form:

City Attorney

FOR THE CONTRACTOR

By: Jack Albert

Signature

ATTEST: If Corporation

Rachel V Moran

Secretary

Notary Public State of Arizona
Maricopa County
Rachel V Moran
Expires July 27 2008

CITY OF CHANDLER CORPORATE SEAL ARIZONA

EXHIBIT A

CONTRACTOR shall supply CITY with signal poles, mast arms and streetlight mast arms as identified in these specifications. Equipment and hardware shall be of sufficient type and quantity to enable CITY to assemble complete signal and streetlight units as identified in Exhibit B.

Items listed herein shall be considered an estimated annual usage only. As stated in Section 3.1 of the Information & Instructions to bidders for this Agreement, the City makes no guarantee as to items purchased or actual dollars to be spent under this Agreement.

1. **GENERAL.** All items submitted with the offer may be purchased under this contract at the discounts listed on the manufacturers price list/catalog. CONTRACTOR shall provide a comprehensive selection of products and price list and/or catalog. Pricing for these items shall be based upon a single discount percentage (%) for each item.

   CONTRACTOR shall provide a unit price and an extended price for all items listed on the price sheet. Quantities listed on pricing sheet are for evaluation purposes only and not a guarantee of a purchase.

   CONTRACTOR shall be responsible for adhering to the requirements of each agency if their requirements vary from that of the City of Chandler.

2. **Traffic Signal Poles, Signal Mast Arms, and Streetlight Mast Arms:**

   Any product provided to CITY shall be in accordance with Arizona Department of Transportation (ADOT), Division of Highways Standard Specifications for Road and Bridge Construction, 2000 (or newer), and the Arizona Department of Transportation (ADOT), Division of Highway Standard Drawings for Traffic Signals and Lighting, 2004.

   All signal poles shall be supplied completed with 1-1/4" – 7ASTM A 325 high strength bolts for mounting signal mast arms. All "Q" and "R" signal poles shall be supplied completed with ¾" – 7 ASTM A 325 high strength bolts for mounting streetlight mast arms. All "J" and "K" poles shall be modified in accordance to the City of Chandler detail 110A.

   All signal poles, signal mast arms, and streetlight mast arms shall be galvanized in accordance with the requirements of ASTM A 123. The visual appearance of the finish shall be uniform. Discoloration of the galvanized finish such as dark areas, dark streaks, dark rings or any transportation handling marks , which are considered excessive by the Contract Administrator/designee, will not be allowed.

   The number of tenons installed on each signal mast arm shall correspond to the following schedule:

Pole length	# of Tenons
<20 ft.	1
20-30 ft.	2
35-40 ft.	3
≥ 45 ft.	4

   Multiple tenons shall be placed 12 feet apart with the first tenon located 4" from the tip of the arm.

2. **Anchor Bolts**
   All signal poles shall be supplied with anchor bolts as per ADOT specifications and standard drawing T.S. 4-20.

EXHIBIT B - PRICING

GROUP 2 – Streetlight Poles:

ITEM No.	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
33	1	SL-1 35' Pole	$485.00	$485.00
34	22	SL-1 "F" 35' Pole (Foundation	$441.00	$9,702.00
35	31	SL-1 30' Pole	$455.00	$14,105.00
36	21	SL-1 "F" 30' Pole; (Foundation)	$421.00	$8,841.00
37	7	SL-6 Pole	$431.00	$3,017.00
38	8	SL-8 Pole	$662.00	$5,296.00
39	1	SL-10 30' Pole	$2,434.00	$2,434.00
40	1	SL-10 40' Pole	$3,050.00	$3,050.00
41	20	SL-16 35' "F" Single Pole; (Foundation)	$614.00	$12,280.00
42	19	SL-16 35' "F" Double Pole; (Foundation)	$776.00	$14,744.00
43	1	SL-16 22' Single Pole	$438.00	$438.00
44	1	SL-1 17' Pole	$828.00	$828.00
45	1	Single 6' Pole	$59.00	$59.00
46	1	Single 6' Pole	$90.00	$90.00
47	1	Single 4' Pole	$74.00	$74.00
			SUB-TOTAL	$75,443.00
			Sales Tax 8.3%	$ 6,261.77
			TOTAL	$81,704.77

ITEM No.	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
48	10	Shoe Box Style Street Light Pole per Avondale Detail # A1084-2	$668.00	$6,680.00
49	5	Shoe Box Style Street Light Pole mast Arm, Single, per Avondale Detail # A1084-3	$211.00	$1,055.00
50	5	Shoe Box Style Street Light Pole mast Arm, Dual, per Avondale Detail # A1084-3	$382.00	$1,910.00

GROUP 6 – Anchor Bolts:

ITEM No.	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
88	100	Anchor Bolt, 1" x 36" x 4", fully-galvanized A-36	$18.00	$1,800.00
			Sales Tax 8.3%	$ 149.40
			TOTAL	$1,949.40

CONTRACTOR states that all items will be delivered within 45 calendar days after receiving order.

As noted in the Contract, any delay in delivery beyond the stated date may result in the implementation of the "default" and/or "liquidated damages" provisions.

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VALMONT INDUSTRIES, INC.

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of September 8, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Valmont Industries, Inc., a Delaware corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Chandler ("Chandler") entered into Contract No. TE8-550-2610 with the Contractor for signal poles, mast arms, streetlight mast arms and related hardware (the "Chandler Contract"). The Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase the signal poles, mast arms, streetlight mast arms and related hardware under the Chandler Contract without further public bidding, and the Chandler Contract permits its cooperative use by other governmental agencies including the City.

C. The City desires to purchase the signal poles, mast arms, streetlight mast arms and related hardware under the Chandler Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and promises contained herein, the parties hereby agree as follows:

1. Contractor shall provide the signal poles, mast arms, streetlight mast arms and related hardware under the terms and conditions of the Chandler Contract only after the Contractor receives a purchase order from the City for said signal poles, mast arms, streetlight mast arms and related hardware as set forth in Exhibit A.

2. The total purchase price for the signal poles, mast arms, streetlight mast arms and related hardware as authorized in this Agreement shall not exceed $75,000.00 during any twelve-month period.

3. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

"**Contractor**"

VALMONT INDUSTRIES, INC., a Delaware corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF 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.

[Chandler Contract]

See following pages.

CITY OF CHANDLER SERVICES AGREEMENT
TRAFFIC SIGNAL POLES & MISC. HARDWARE
AGREEMENT NO.: TE8-550-2610

THIS AGREEMENT is made and entered into this day of , 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **Valmont Industries, Inc.** (Add if applicable – a Corporation of the State of, etc), hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. CONTRACTOR shall act under the authority and approval of the Traffic Operations Superintendent /designee (Contract Administrator), to provide the services required by this Agreement.

1.2. Key Staff. This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

1.3. Subcontractors. During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

1.4. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall provide all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. Licenses. CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.3. Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4. Compliance With Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

2.5. Warranties.

2.6. Warranty. A warranty period on workmanship and materials shall be based upon a minimum of twelve (12) months warranty from defects, which inhibit normal use, from the date of acceptance by CITY.

Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

CONTRACTOR shall indicate on a separate written sheet the exact conditions, limitations, and duration of their warranty. At a minimum, the warranty provided shall conform to the requirements stated herein.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. **Audit**. At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. **Product Discontinuance.** The CITY may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the CITY, at its sole discretion, may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission from Contract Administrator/designee to substitute a new product or model and provide the following:

3.4.1 A formal announcement from the manufacturer that the product or model has been discontinued.

3.4.2 Documentation from the manufacturer that names the replacement product or model.

3.4.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

3.4.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions and/or uses of the discontinued product or model.

3.4.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

3.5. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

3.6. **PRICE:**

3.6.1 CITY shall pay to CONTRACTOR a total contract amount not to exceed Three Hundred Thousand Dollars ($300,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4. **TAXES**

4.1. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.3. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.

4.4. **IRS W-9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

4.5. **Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

4.6. **Fuel Surcharges.** Due to the unpredictability of the fuel market, under no circumstances will the CITY accept fuel surcharges on an invoice.

4.7. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

4.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM:**

5.1. The term of the Contract is one year (s), commencing on August 1, 2008 and terminating on July 31, 2009 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. **CITY'S CONTRACTUAL REMEDIES:**

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. **TERMINATION:**

8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2 **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
2) If CONTRACTOR is adjudged a bankrupt or insolvent;
3) If CONTRACTOR makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

8.5. Suspension or Debarment. CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. Continuation of Performance Through Termination. The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. Alternate Dispute Resolution. REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION: Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to

Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.

2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.

3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.

4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

B. ARBITRATION

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for $500,000 or less except for errors of law which may be appealed if an award exceeds $100,000 and is based on an error of law . If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of $5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.

3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any

event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.

7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of $500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of $50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.

8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.

10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.

C. **APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of $100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512.

Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

D. **UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. l2-1501, et. seq.

E. **FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

F. **EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. **INSURANCE:**

12.1. **Insurance Representations and Requirements:**

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. 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 is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/Designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;

D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

E. Claims for damages insured by usual personal injury liability coverage;

F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for bodily injury or property damage arising out of completed operations;

I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than $1,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of $2,000,000 per occurrence (or 10% per occurrence) and an aggregate of $5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability

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 the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

12.7. Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of $5,000,000 per accident for bodily injury and property damage.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator:	Traffic Operations
Contact:	Joe Felix
Mailing Address:	PO Box 4008 – MS 910
Physical Address:	975 E Armstrong Way #B
City, State, Zip	Chandler AZ 85244
Phone:	480-782-3459
FAX:	480-782-3444

In the case of the CONTRACTOR

Firm Name:	Valmont Industries Inc.
Contact:	Matthew Burke
Address:	PO Box 358, Bldg 516
City, State, Zip	Valley, NE 68064
Phone:	800-345-6825 x 3748
FAX:	402-359-4025
EMIAL:	Matthew.Burke@Valmont.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. No Kickback. CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or

contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

14.2. Kickback Termination. CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY 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 to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

15.2. Liquidated / Default Damages. Should CONTRACTOR fail to deliver the supplies and/or perform the services within the time specified in this contract, or any extension thereof, the actual damages to CITY for the delay will be difficult to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to CITY as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $100 per day. CONTRACTOR shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of CONTRACTOR. The CITY shall determine what is beyond the control of CONTRACTOR and his supplier.

15.3. Entire Agreement. This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

15.4. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.5. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.6. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

15.7. Independent CONTRACTOR. The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the

other party to the Contract.

15.8. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.9. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 4 day of Aug **2008.**

FOR THE CITY OF CHANDLER

MAYOR

FOR THE CONTRACTOR

By: Tom Sucko Vice President

Signature

ATTEST:

City Clerk

SEAL

ATTEST: If Corporation

Secretary

Approved as to form:

City Attorney

CITY OF CHANDLER CORPORATE SEAL ARIZONA

EXHIBIT A

CONTRACTOR shall supply CITY with signal poles, mast arms and streetlight mast arms as identified in these specifications. Equipment and hardware shall be of sufficient type and quantity to enable CITY to assemble complete signal and streetlight units as identified in Exhibit B.

Items listed herein shall be considered an estimated annual usage only. As stated in Section 3.1 of the Information & Instructions to bidders for this Agreement, the City makes no guarantee as to items purchased or actual dollars to be spent under this Agreement.

1. **GENERAL.** All items submitted with the offer may be purchased under this contract at the discounts listed on the manufacturers price list/catalog. CONTRACTOR shall provide a comprehensive selection of products and price list and/or catalog. Pricing for these items shall be based upon a single discount percentage (%) for each item.

   CONTRACTOR shall provide a unit price and an extended price for all items listed on the price sheet. Quantities listed on pricing sheet are for evaluation purposes only and not a guarantee of a purchase.

   CONTRACTOR shall be responsible for adhering to the requirements of each agency if their requirements vary from that of the City of Chandler.

2. **Traffic Signal Poles, Signal Mast Arms, and Streetlight Mast Arms:**

   Any product provided to CITY shall be in accordance with Arizona Department of Transportation (ADOT), Division of Highways Standard Specifications for Road and Bridge Construction, 2000 (or newer), and the Arizona Department of Transportation (ADOT), Division of Highway Standard Drawings for Traffic Signals and Lighting, 2004.

   All signal poles shall be supplied completed with 1-1/4" – 7ASTM A 325 high strength bolts for mounting signal mast arms. All "Q" and "R" signal poles shall be supplied completed with ¾" – 7 ASTM A 325 high strength bolts for mounting streetlight mast arms. All "J" and "K" poles shall be modified in accordance to the City of Chandler detail 110A.

   All signal poles, signal mast arms, and streetlight mast arms shall be galvanized in accordance with the requirements of ASTM A 123. The visual appearance of the finish shall be uniform. Discoloration of the galvanized finish such as dark areas, dark streaks, dark rings or any transportation handling marks , which are considered excessive by the Contract Administrator/designee, will not be allowed.

   The number of tenons installed on each signal mast arm shall correspond to the following schedule:

Pole length	# of Tenons
<20 ft.	1
20-30 ft.	2
35-40 ft.	3
≥ 45 ft.	4

   Multiple tenons shall be placed 12 feet apart with the first tenon located 4" from the tip of the arm.

2. **Anchor Bolts**
   All signal poles shall be supplied with anchor bolts as per ADOT specifications and standard drawing T.S. 4-20.

EXHIBIT B - PRICING

GROUP 1 - Signal Poles & Mast Arms:

ITEM No.	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4	R-Pole	$4,750.00	$19,000.00
2	1	K-Pole	$3,445.00	$3,445.00
3	7	Q-Pole	$3,495.00	$24,465.00
4	1	J-Pole	$3,115.00	$3,115.00
5	1	F-Pole	$1,550.00	$1,550.00
6	1	G-Pole	$1,255.00	$1,255.00
7	5	A-Pole	$650.00	$3,250.00
8	6	R-pole powder-coated cocoa brown	$4,660.00	$27,960.00
9	2	K-pole powder-coated cocoa brown	$3,430.00	$6,860.00
10	6	Q-pole powder-coated cocoa brown	$3,375.00	$20,250.00
11	2	J-pole powder-coated cocoa brown	$3,030.00	$6,060.00
12	6	A-pole powder-coated cocoa brown	$680.00	$4,080.00
			SUB-TOTAL	$121,290.00
			Sales Tax 7.1%	$8,612.00
			TOTAL	$129,902.00

13	10	55' Mast Arms	$2,640.00	$26,400.00
14	5	50' Mast Arms	$2,055.00	$10,275.00
15	10	45' Mast Arms	$1,885.00	$18,850.00
16	8	40' Mast Arms	$1,910.00	$15,280.00
17	6	35' Mast Arms	$1,835.00	$11,010.00
18	8	30' Mast Arms	$1,035.00	$8,280.00
19	8	25' Mast Arms	$855.00	$6,840.00
20	4	55' Mast Arm powder-coated cocoa brown	$2,600.00	$10,400.00
21	2	50' Mast Arm powder-coated cocoa brown	$2,050.00	$4,100.00
22	2	45' Mast Arm powder-coated cocoa brown	$1,880.00	$3,760.00
23	2	40' Mast Arm powder-coated cocoa brown	$1,860.00	$3,720.00
24	4	35' Mast Arm powder-coated cocoa brown	$1,790.00	$7,160.00
25	2	30' Mast Arm powder-coated cocoa brown	$1,030.00	$2,060.00
26	2	25' Mast Arm powder-coated cocoa brown	$850.00	$1,700.00
			SUB-TOTAL	$129,835.00
			Sales Tax 7.1%	$9,218.00
			TOTAL	$139,053.00

27	8	20' Luminaire Arms	$580.00	$4,640.00
28	15	15' Luminaire Arms	$300.00	$4,500.00
29	1	8' Luminaire Arms	$200.00	$200.00
30	8	20' Luminaire Mast Arm powder-coated cocoa brown	$600.00	$4,800.00
31	4	15' Luminaire Mast Arm powder-coated cocoa brown	$325.00	$1,300.00
32	2	8' Luminaire Mast Arm powder-coated cocoa brown	$225.00	$450.00
			SUB-TOTAL	$15,890.00
			Sales Tax 7.1%	$1,128.00
			TOTAL	$17,018.00

CONTRACTOR states that all items will be delivered within 72 calendar days after receiving order.

As noted in the Contract, any delay in delivery beyond the stated date may result in the implementation of the "default" and/or "liquidated damages" provisions.

Group 1 - 0% discount off like items
Group 2 - 0% discount off like items
Group 3 - 0% discount off like items
Group 4 - 0% discount off like items
Group 5 - 0% discount off like items
Group 6 - 0% discount off like items

CITY COUNCIL REPORT

SUBJECT:
Resolution 2767-908 - Authorization to submit grant application for LTAF II Funding

MEETING DATE:
September 8, 2008

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting adoption of a resolution authorizing the City to submit an application to receive 2009 Local Transportation Assistance Funds (LTAF II) in the amount of $135,456.84.

BACKGROUND:

The Arizona Legislature, under House Bill 2565, authorizes LTAF II funds to provide statewide transit and transportation funding to each city, town and county based upon its percentage of the state's population. In Maricopa County, the Valley Metro/Regional Public Transportation Authority administers these funds.

An allocation of $11,700,000 has been made available for distribution for the current fiscal year and the City of Avondale's eligible portion is $135,456.84. The funding requires a 50%, or $135,456.84 match, which the city will need to make available in the FY 2009-2010 budget. The locally-sourced matching funds ratio may not be comprised of federal funds. These funds must be spent within 24 months of the grant's release.

The City of Avondale was allocated $62,636.15 in 2004, $129,000 in 2005, $54,742.67 in 2006 and $204,750.93 in 2007. Most of this funding and the corresponding matching funds were used for transit centers at Estrella Mountain Community College and the Avondale Civic Center.

DISCUSSION:

LTAF II funding will be used for a long range transit plan to look at Avondale's future for transit related items. This study will focus on providing the City with a plan of action for when the federal funding is no longer available to the Avondale Urbanized Area. Additionally, the City will utilize funding to support transit operations. This funding will be help to assist the city with the annual cost associated with running our current bus routes. Any remaining funding will be used to improve bus shelter locations. This may include pavement and shelter amenities specifically for locations that do not meet ADA standards.

BUDGETARY IMPACT:

The required matching funds of $135,456.84 will need to be allocated in the FY 2009-10 budget. LTAF I funds can be used for the required match.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City to submit an application to receive 2009 Local Transportation Assistance Funds (LTAF II) in the amount of $135,456.84.

ATTACHMENTS:

Click to download

- Resolution 2767-908

RESOLUTION NO. 2767-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR LOCAL TRANSPORTATION ASSISTANCE FUND II FUNDING FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Arizona Department of Transportation ("ADOT") is seeking proposals from local agencies for transit projects relating to all aspects of transit services; and

WHEREAS, the Arizona State Legislature has authorized an allocation of Local Transportation Assistance Funds II ("LTAF II") funds to the City of Avondale (the "City") to fund transit activities; and

WHEREAS, the Council of the City of Avondale desires to submit an application for the LTAF II funds for the construction of passenger amenities in the City (the "Application").

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

SECTION 1. That the submittal of the Application to ADOT for $135,456.84 in LTAF II funds is hereby authorized.

SECTION 2. That the expenditure of $135,456.84 in matching funds is hereby authorized and officially designated to be used in conjunction with the LTAF II funds.

SECTION 3. 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, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2764-908 - Declaring Official Intent for Reimbursement of Capital Expenditures

MEETING DATE:
September 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution, declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent of the City to be reimbursed in connection with certain capital expenditures relating to the purchase of real property located at the northeast corner of Avondale Boulevard and Van Buren Street in the amount of $4.2M.

DISCUSSION:

Staff is requesting the adoption of a resolution which will permit the City to be reimbursed for the acquisition costs of the real property that will be incurred prior to the date the bonds are issued to fund this project. The reimbursement resolution is being submitted at this time to ensure maximum reimbursement capability under regulations of the United States Treasury.

United States Treasury Regulation 1.150-2 provides the rules for the reimbursement of expenditures originally paid from sources other than bond proceeds from future bond proceeds. When the bonds are sold, a portion of the bond issue (reimbursement bond) is allocated to reimburse the original expenditure that was paid before the bond issue date.

The regulation requires that the governing body declare official intent to be reimbursed not later than 60 days after payment of the original expenditure.

Acquisition of the property occurred July 18, 2008. The bonds are scheduled to be sold in fall of 2008. The resolution will allow the City to be reimbursed for the property acquisition until such time as the bonds are sold. The reimbursement can be made as soon as the bonds are issued.

RECOMMENDATION:

Staff recommends Council adopt a resolution, declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent of the City to be reimbursed in connection with certain capital expenditures relating to the purchase of real property located at the northeast corner of Avondale Boulevard and Van Buren Street in the amount of $4.2M.

ATTACHMENTS:

Click to download

- RES - 2764-908

RESOLUTION NO. 2764-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH A CAPITAL EXPENDITURE RELATING TO THE "AMERICAN SPORTS CENTERS AVONDALE FACILITY."

WHEREAS, the City of Avondale, Arizona, a political subdivision of the State of Arizona (hereinafter referred to as the "City"), is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that a certain expenditure made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the City.

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

SECTION 1. The following terms shall have the meanings assigned thereto as follows:

"official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.

"original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

SECTION 2. This Resolution is official intent relating to reimbursement for the original expenditure for land in the amount of $4,200,000 for location of a facility to be known as the "American Sports Centers Avondale Facility" which is a capital expenditure (being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles). (The maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued will not exceed $40,000,000.)

SECTION 3. On the date of this Resolution, the Mayor and Council of the City has a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditure with proceeds of such obligations. (Official intents have not been declared by the Mayor and Council of the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary. Moreover, the Mayor and Council of the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.)

SECTION 4. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditure shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the "American Sports Centers Avondale Facility" is "placed in service," but in no event more than 3 years after the original expenditure is paid.

SECTION 5. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

PASSED AND ADOPTED by the Council of the City of Avondale, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2765-908 - IGA with Agua Fria Union High School District for the Police SRD Program

MEETING DATE:
September 8, 2008

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623)333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District and the City of Avondale to share the cost of providing a School Resource Detective (SRD) during the 2008/2009 school year at Agua Fria High School.

BACKGROUND:

In recent years the population increase in Avondale has revealed school safety issues that have confirmed need to maintain an SRD in the high schools located in Avondale. In 1994 the City of Avondale began to actively pursue alternative funding for the SRD program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRD's.

In October 2004 the concept of splitting the costs of an SRD with the respective Avondale School Districts was presented to the Avondale City Council and approved, in concept, in order to fund all future SRD's when grant funding is no longer available. This concept has also been approved by the Agua Fria Union High School District.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 01, 2008 through June 30, 2009 for Agua Fria High School and it provides for direction, supervision and management of the assigned SRD. The SRD program continues the partnership between the police department and Agua Fria High School. SRD's are assigned to the classroom where they teach a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRD provides a positive police role model for the students as well as serving as security advisor to school administrators. The police department enjoys the benefit of having an SRD assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRD conducts follow up on criminal investigations involving the students attending Agua Fria High School, which provides relief to Detectives who would otherwise handle these follow up investigations.

BUDGETARY IMPACT:

The Agua Fria Union High School District has committed financially to fund half of the assigned SRD's salary, benefits, and school related overtime during the school year at Agua Fria High School. The cost sharing between the City of Avondale and the Agua Fria Union High School District is as follows:

- Total yearly salary and ERE for the assigned SRD $91,210

- Assuming a ten month school year, the cost to the school would be $38,004
- The City's cost would be $53,206 as the City of Avondale will pay the ½ cost plus an entire two month salary and ERE when school is out of session.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District and the City of Avondale to share the cost of providing a School Resource Detective at Agua Fria High School during the school year at an annual cost to the City of $53,206.

ATTACHMENTS:

Click to download

- Resolution 2765-908

RESOLUTION NO. 2765-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 RELATING TO PROVISION OF SCHOOL RESOURCE DETECTIVE SERVICES FOR AGUA FRIA HIGH SCHOOL.

WHEREAS, the Agua Fria Union High School District No. 216 (the "District") is dedicated to providing a safe environment for its students; and

WHEREAS, the City of Avondale (the "City") desires to support the District in its student safety efforts and to provide a positive police presence at Agua Fria High School; and

WHEREAS, the City and the District wish to set forth the rights and obligations of each party with respect to School Resource Detectives to be assigned to Agua Fria High School.

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

SECTION 1. That the Intergovernmental Agreement between the City and the District with respect to School Resource Detectives at Agua Fria High School (the "Agreement") is hereby approved in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2765-908

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the date of the last signature below between the City of Avondale, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its O & M budget to fund school resource detective services ("SRD Services") for Agua Fria High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRD Services for the District.

C. The City and the District desire to enter to an agreement whereby the City will provide sworn, certified police officers to serve as school resource detectives ("SRDs") to provide SRD Services at Agua Fria High School.

D. The District is authorized to enter into this Agreement pursuant to A.R.S. § 15-342 and A.R.S. § 11-952.

E. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the Avondale City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I- CITY OBLIGATIONS

1.1 Services to be Provided.

a. The City shall provide SRD Services to the District at Agua Fria High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

b. The Avondale Police Detectives performing SRD Services shall fulfill their duties as sworn law enforcement detectives for the State of Arizona.

The SRDs may be temporarily assigned to duties other than the SRD Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

c. The Avondale Police Detectives involved with providing SRD Services will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRDs shall also provide a monthly recap of law related education ("LRE") (as more fully described in Exhibit A hereto), law enforcement activity and time on campus to the Dean of Students.

d. When school is not in session, including all breaks, the City shall have full discretion to assign the SRDs various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRDs' costs when so assigned.

e. The roles and responsibilities of the City and the District with respect to the SRD Services shall be as set forth in the Roles and Responsibilities of the City and District, attached hereto as Exhibit A and incorporated herein by reference.

1.2 Accounting and Documentation. The Avondale Police Detectives' salaries and employer-paid benefits rate shall be used to calculate the amount due from the District for SRD Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II-OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City-Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

a. The District shall pay 50% of the costs associated with SRD Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRDs' costs during the two-month summer break and any other school breaks during which the City assigns the SRDs to city-related duties. The SRDs' time spent at Agua Fria High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students.

b. The District shall pay 50% for any SRD overtime worked on school-related investigations. SRDs must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. The District will not pay for any SRD Services for a week long school breaks in October, December,

January and March nor for any personal vacations taken by the SRDs during any time that school is in session.

c. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides for privacy for the SRDs to conduct confidential business. The office shall include the necessary equipment for the SRDs to effectively perform their duties, including telephone, desk, chair and filing cabinet.

2.3 SRD Related Training. The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SRDs that provide SRD Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference By District. No District or Agua Fria Community High School administrator shall interfere with the SRDs' sworn law enforcement duties.

SECTION III-GENERAL TERMS AND CONDITIONS

3.1 Term; Recording. The term of this Agreement shall be for one year from July 1, 2008 until June 30, 2009, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below. The SRD Services provided herewith shall commence on August 1, 2008 and shall continue for a period of ten months to coincide with the school year. The City shall be responsible for filing this Agreement with the County Recorder.

3.2 Personnel. The City represents that it has sworn Avondale Police Detectives to perform the SRD Services required in Section I of this Agreement.

3.3 Independent Contractor. The City acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District. City, its employees and subcontractors are not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. District and City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days written notice to the other party at the address indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the

effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRD Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (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 Attn: Charles P. McClendon, City Manager Facsimile: (623) 333-0100
With copy to:	Gust Rosenfeld, PLC 201 East Washington Street, Suite 800 Phoenix, Arizona 85004-2327 Attn: Andrew J. McGuire, Esq. Facsimile: (602) 340-1538
If to the District:	Agua FriaUnion High School District 750 E. Riley Dr. Avondale, Arizona 85323 Attn: Dudley Butts, Superintendent Facsimile: (623) 932-2796
With a copy to:	Udall, Shumway & Lyons PLC 30 W. First Street Mesa Arizona 85201 Attn: Denise Lowell-Britt Facsimile: (480) 833-9392

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 or e-mail during the normal business hours of the recipient, with proof of delivery. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed o have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies).

3.8 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

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

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

3.12 Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property Upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

IN WITNESS WHEREOF, the City and the District No. 214 have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By: _____
Marie Lopez Rogers, Mayor

Date: _____

ATTEST:

_____
Carmen Martinez, Acting City Clerk

"District"

AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216, an Arizona school district

By: Dudley Butts
Dudley Butts, Superintendent

Date: 8-13-08

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Denise Lowell Britt 7/16/08
Denise Lowell-Britt, Udall, Shumway & Lyons, PLC
Attorney for the District

_____
Andrew J. McGuire, Avondale City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE DETECTIVE SERVICES
[School Safety Program Guidance Manual]
See following pages.

AVONDALE POLICE DEPARTMENT SRD PROGRAM

ROLES AND RESPONSIBILITIES OF THE CITY AND THE DISTRICT

I. Introduction.

The mission of the Avondale Police SRD Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRD will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRD will establish trusting lines of communication with students, parents and teachers. SRD's will serve as positive role models to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. SRD's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRD's will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SRD's will follow the established Mission and Values of the Avondale Police Department in the course of their duties at Avondale Schools. These Mission and Values set the tone and direction for Avondale Police employees to follow:

A. **Mission - "Serving with Honor":** The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees From various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. we recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the police department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "civilian" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch and after school.

B. Reduction of criminal offenses committed by students.

1. Give 90 LRE (Law Related Education) presentations per semester.
2. Provide LRE counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRD Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRD shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRD Accountability: The Agua Fria High School principal or designee will provide a written evaluation of the SRD performance relating to the goals established in this MOU once a semester. School staff shall contact the SRD Supervisor to report performance or conduct related complaints involving SRDs' as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRD.

V. Procedures.

The City of Avondale SRD Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SRD's are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SRD's shall not enforce any school or district rules.
- SRD's are not disciplinarians and shall not assume this role under any circumstances.
- SRD's report directly to an Avondale Police Supervisor for all activities.
- SRD's will not involve themselves with Agua Fria High School administrative matters that are not criminal offenses.
- SRD's are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with Agua Fria High School.
- SRD's will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SRDs' are not

certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRD Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of prevention strategies
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Oral and written communication skills
- Ability to effectively interact and communicate with diverse sets of individuals
- Supportive of the philosophy of the SRD Program
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- AZPOST certified general instructor

B. SRD Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRD Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRD is, first of all, a sworn law-enforcement officer. When necessary the SRD has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRD should be involved when a student's conduct violates a law.
3. As partners in school safety, SRD and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRD assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRD should know the role of the PO.
5. Serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. Build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Education:

1. The SRD is expected to provide a minimum of 90 hours of classroom instruction in Law-Related Education (LRE) per semester (based upon a two-semester year). LRE does NOT consist of one-on-one or group counseling. The 90 hours of law-related education instruction, per semester, should be completed during the school day's regularly scheduled instruction periods. However, the building administrator has the discretion to approve the use of time spent before or after school on structured law-related instructional activities.
2. The SRD should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
3. The SRD must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Agua Fria High School Principal or designee:

    a. Total hours of LRE classroom instruction
    b. LRE topic and law enforcement
    c. Teacher name and subject of each class where an LRE lesson is taught

d. Total hours of Law Enforcement/ Probation activity
e. Time spent per LRE lesson • Total time spent off campus

C. **Positive Role Model:**

1. The SRD should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRD should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRD should be honest by providing accurate information.
4. The SRD should be consistent with students, staff, and parents; in applying rules and regulations.
5. The SRD should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRD should show respect by treating students with respect and expressing high expectations for them.
7. The SRD should always strive be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRD Supervisor Role:

The SRD Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRD Program.
- Attend SRD Program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRD keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRD's for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRD's, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRD misconduct.
- Regularly brief Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SRD's conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRD per semester. Includes a written evaluation and assessment of the SRD's performance.
- Meet collectively with SRD's once a month for training, policy review, and

collaboration.

- Provide School principal or designee with a monthly recap of SRD activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SRD's, once a month to discuss SRD performance and law enforcement related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRD Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRD Program philosophy to all site staff.
2. Understands the SRD Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRD program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRD while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRD before the first day of duty to review the Service Agreement, Operational Procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRD on a regular schedule.
9. Directs staff development of teachers and SRD involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRD relating to their role as an SRD.

C. Teacher:

1. Supports and communicates information about the SRD Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRD in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the SRD Program and carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. Only officers that have performed in a satisfactory manner should be considered for further service in the SRD Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

  If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)[1]

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRD Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

[1] Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

- to explore and reflect on theirs and others' perspectives,
- to express and defend their views, to listen to the views of others,

- to develop arguments for both sides of an issue, to mediate, and
- to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system".

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further,

the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education
www.ade.az.gov
Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education
http://azbf.org/AZFLSE/lre/lre.cfm
The site will provides up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids
www.lawforkids.org Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)
http://www.azprevention.org/
APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE
http://jointogether.org
National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe
www.keepschoolssafe.org
A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)
www.nasro.org
Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)
www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Clearinghouse for Alcohol and Drug Information
www.health.org
A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center
www.dropoutprevention.org
Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools
www.nwrel.org
Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center
www.nssc1.org
Clearinghouse for school safety information.

National Youth Gang Center
www.iir.com/nygc
Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online
www.pavent.org
Clearinghouse of information about violence and youth-at-risk.

Office of Juvenile Justice and Delinquency Prevention
www.ncjrs.org
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)
www.crf-usa.org
Offers programs and develops materials on law-related education. Web site contains ready-touse lessons.

National Law-Related Education Resource Center (NLRC)
www.abanet.org
Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc
www.streetlaw.org
Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2766-908 - Authorizing an Intergovernmental Agreement with Arizona Department of Transportation for a Traffic Operations Center and Strategic ITS Plan

MEETING DATE:
September 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the purpose of designing a Traffic Operation Center and Strategic ITS Plan.

BACKGROUND:

In September, 2006, the City of Avondale submitted a grant application to Maricopa Association of Governments (MAG) for Intelligent Transportation Systems (ITS) for the design of a Traffic Operation Center and Strategic Plan for updating and implementing the City's ITS Master Plan. The City of Avondale was awarded the grant for fiscal year 2008 in the amount of $341,690 with a City Match requirement of $158,310. The grant utilizes federal funding through Congestion Mitigation and Air Quality (CMAQ) funds.

The City initiated a request with ADOT to begin the process of drafting a contract in September, 2007. A TRACS tracking and accounting number was issued in October, 2007, and a draft contract agreement was received in May, 2008. The next revision of the contract agreement was received in August, 2008 and reviewed and approved by the City's Attorney.

Upon completion, this project will provide:
-The design for Traffic Operations Center for the City of Avondale including location, equipment, structural needs, staffing needs, security, server and IT needs
-An update to the City of Avondale ITS Master Plan
-A Strategic Plan for implementing and prioritizing the City's Master Plan

The Traffic Operations Center and Strategic Plan will address traffic signal coordination, traveler information dissemination, incident and event traffic management, and be an important resource for determining future infrastructure. The TOC and Strategic Plan will be key for Avondale to improve traffic congestion, decrease air pollution, and improve safety. The TOC will be an important facility for the City of Avondale to maintain its wireless traffic signal system, implement its traffic management system, and manage traffic on a daily basis.

DISCUSSION:

The purpose of the IGA is two-fold. The IGA with the State is:

1. A mandatory requirement in order to receive federal funds through the grant process, and
2. To 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, by acting through ADOT, shall:

- Submit a program to the Federal Highway Administration (FHWA) with the recommendation that this project be approved for design funding. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans,
- Enter into a Project Agreement with FHWA on behalf of the City covering the work encompassed in this Agreement and the State will request the maximum Federal funds available. Should costs exceed the maximum Federal funds available, it is understood and agreed that the City will be responsible for any overage.
- Provide design review, and when appropriate provide comments to be incorporated into the design documents.
- Reimburse the City monthly with Federal funds for design work and professional services addressed under this Agreement capped at 341,691.00
- Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or scope of the work become necessary, the State shall not be obligated to incur expenditures in the project

The City shall:

- Designate the State as authorized agent for the City.
- Be responsible for all costs incurred whether covered by Federal funding or not.
- Provide any required preliminary engineering, planning studies, and design.
- Agree that the cost of the analysis planning and design work covered by this Agreement is to be borne by FHWA and the City each in the proportion prescribed and determined by FHWA.
- Invoice the State monthly for Federal funds for design work and professional services addressed under this Agreement capped at $341,691.00
- Should unforeseen conditions or circumstances increase the cost such that a change in the extent or scope of the work become necessary, the City shall be obligated to incur and pay for increased costs.

BUDGETARY IMPACT:

The grant project cost estimate is $500,000. Based on this estimate, the State will provide the City a maximum total of $341,690 in federal aid for the grant project. In accordance with the IGA, the City is responsible for $158,310 and any project costs over and above the estimated costs. Funding for this project is available in the FY08-09 street fund budget in line item 201-5925-00-6180, Traffic Engineering Other Professional Services.

RECOMMENDATION:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for administering the design of a Traffic Operation Center and Strategic Plan for updating and implementing the City's ITS Master Plan, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- RES - 2766-908

RESOLUTION NO. 2766-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO DESIGN OF A NEW TRAFFIC OPERATIONS CENTER AND DEVELOPMENT OF A STRATEGIC PLAN FOR THE CITY OF AVONDALE'S INTELLIGENT TRANSPORTATION SYSTEMS MASTER PLAN.

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 for the design of a Traffic Operation Center and development of a Strategic Plan for updating and implementing the City of Avondale's Intelligent Transportation Systems Master Plan (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and 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, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2766-908

[Intergovernmental Agreement]

See following pages.

ADOT File No.: IGA JPA 07-147I
AG Contract No.: P0012008004107
Project No.:CM-AVN-0(203)X
Project: Avondale City Hall
Section: Avondale Traffic Operations Center
TRACS No.: SS 67903D
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE 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 § 11-952 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 the design of a new Operations Center and update of the strategic plan.

4. Such project lies within the boundary of the City and has been selected by the City. The existing building plans, estimates and specifications have been 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 design 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.

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 authorized 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 to develop strategic plan for the Avondale Traffic Management system and design operations center, hereinafter referred to as the "Project". The estimated design costs are as follows:

TRACS No. SS67903D

Estimated Project Costs	**$488,130.00**
Federal Aid Funds @ 94.3%, $362,345 (cap)	$341,691.00
City Funds @ 5.7% (cap)	$ 20,654.00
Estimated City Funds @ 100%	$125,785.00
Total Estimated City Funds	**$146,439.00**

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 design funding. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans,

b. Enter into a Project Agreement with FHWA on behalf of the City covering the work encompassed in this Agreement and the State will request the maximum Federal funds available. Should costs exceed the maximum Federal funds available, it is understood and agreed that the City will be responsible for any overage.

c. As required by the FHWA, provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

d. Reimburse the City monthly with Federal funds for design work and professional services addressed under this Agreement at 94.3% of the project cost capped at 341,691.00

e. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or scope of the work called for in this Agreement become necessary, the State shall not be obligated to incur expenditures in the project.

2. The City will:

a. Upon execution of this Agreement designate the State as authorized agent for the City.

b. 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.

c. Provide any required preliminary engineering, planning studies, and design of the Project.

d. Agree that the cost of the analysis planning and design work covered by this Agreement is to be borne by FHWA and the City each in the proportion prescribed and determined by FHWA.

e. Invoice the State monthly for Federal funds for design work and professional services addressed under this Agreement at 94.3% of the Project costs capped at $341,691.00

f. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or scope of the work called for in this Agreement become necessary, the City shall be obligated to incur and pay for said increased costs.

III. MISCELLANEOUS PROVISIONS

1. 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.

2. 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

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. 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".

7. Non-Availability of 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.

8. 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.

9. 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 637E Phoenix, Arizona 85007 (602) 712-7124 (602) 712-3132 Fax	City of Avondale Attn: City Manager 11465 W. Civic Center Drive Avondale, Arizona 85323 (623) 333-1000 (623) 333-0100 Fax

10. 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
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
RAKESH TRIPATHI
Transportation Planning Division Director

07-147-Avondale-SS67903D-TOC-3 7 08-cc

JPA 07-147I

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 OF AVONDALE, 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 2769-908 - Declaring The 2008 Amendments to the Tax Code of the City of Avondale a Public Record

MEETING DATE:
September 8, 2008

TO: Mayor and Council

FROM: Kevin Artz

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To adopt a resolution declaring as a public record certain documents filed with the City Clerk and entitled "The 2008 Amendments to the Tax Code of the City of Avondale".

DISCUSSION:

Arizona State law allows cities to enact the provisions of a code or amendment to the code without publishing the entire code (ARS 9-802). The law does require that three copies of the code shall be filed in the office of the City Clerk and made available for public use and inspection.

This resolution will establish "The 2008 amendments to the tax code of the City of Avondale" as a public record and direct the City Clerk to maintain three copies on file. By adopting the amendments by reference, it will save the City from publishing the numerous pages of amendments in the newspaper.

The League of Arizona Cities and Towns has forwarded the 2008 amendments to the Model Cities Tax Code for the City of Avondale. The amendments are housekeeping items, that when adopted, will bring the Tax Code into conformance with State Law, and clarify ambiguous language.

RECOMMENDATION:

Staff recommends that Council adopt a resolution declaring as a public record certain documents filed with the City Clerk and entitled "The 2008 Amendments to the Tax Code of the City of Avondale".

ATTACHMENTS:

Click to download

- RES - 2769-908

RESOLUTION NO. 2769-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "2008 AMENDMENTS TO THE TAX CODE OF THE CITY OF AVONDALE."

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

SECTION 1. That certain document entitled the "2008 Amendments to the Tax Code of the City of Avondale" of which three copies each are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be 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, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1327-908 - Adopting the 2008 Amendments to the City Tax Code

MEETING DATE:
September 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an Ordinance relating to the Business Privilege Tax (Sales Tax); adopting "The 2008 Amendments to the Tax Code of the City of Avondale" by reference.

BACKGROUND:

The League of Arizona Cities and Towns has forwarded the 2008 amendments to the Model Cities Tax Code for the City of Avondale. The amendments are housekeeping items, that when adopted, will bring the City Tax Code into conformance with State law, clarify certain provisions, exempt direct costs of providing architectural or engineering services from construction contracts, and exempt certain solar devices from construction contracting.

Following each legislative session Arizona cities and towns, through the Unified Audit Committee (UAC), review new State laws to determine areas of the Model City Tax Code that require adjustment to maintain conformity with State law. As the UAC prepares and approves tax code changes they are forwarded to the business community for comment, and then to the Municipal Tax Code Commission for final approval before presenting them to city councils for adoption.
The 2008 amendments are incorporated in the Avondale Tax Code as follows:

- Subsection 100, definition added for "Solar daylighting and solar energy device".
- Subsection 415(a)(4) adds subsection on architectural and engineering services to construction contracting.
- Subsection 415(b)(11) – adds exemption for solar devices to construction contracting.
- Subsection 416(b)(5) – adds subsection on architectural and engineering services to speculative builders contracting.
- Subsection 416(1)(C) – adds exemption for solar devices to speculative builders contracting.
- Subsection 417(b) – adds subsection on architectural and engineering services to owner builders contracting.
- Subsection 417(c)(2)(C) – adds exemption for solar devices to owner builders contracting.
- Subsection 465(ii) – adds solar devices to the list of retail exemptions.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance relating to the Business Privilege Tax (Sales Tax); adopting "The 2008 Amendments to the Tax Code of the City of Avondale" by reference.

ATTACHMENTS:

Click to download

ORD - 1327-908

ORDINANCE NO. 1327-908

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, RELATING TO THE PRIVILEGE LICENSE TAX; ADOPTING THE "2008 AMENDMENTS TO THE TAX CODE OF THE CITY OF AVONDALE" BY REFERENCE; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY AND PROVIDING PENALTIES FOR VIOLATIONS.

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

SECTION 1. That certain document known as the "2008 Amendments to the Tax Code of the City of Avondale" (the "2008 Amendments") three copies of which are on file in the office of the City Clerk of the City of Avondale, which document was made a public record by Resolution No. 2769-908 of the City of Avondale, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. That any person found guilty of violating any provision of the 2008 Amendments shall be guilty of a class one misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.

SECTION 3. That, if any section, subsection, sentence, clause, phrase or portion of this Ordinance or the 2008 Amendments is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the 2008 Amendments.

SECTION 4. The provisions of Sections 1 through 5 of this Ordinance shall be effective from and after July 1, 2008.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1326-908 - Accepting a Permanent Slope Easement –Traffic Signal at El Mirage and Indian School

MEETING DATE:
September 8, 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 an ordinance accepting the dedication of a slope easement that is necessary for the construction of a roadway embankment for El Mirage Road, and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation.

BACKGROUND:

The approved 2007-2008 Capital Improvement Program (CIP) included this project to provide a traffic signal at the intersection of Indian School Road and El Mirage Road. 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:

The consultant is very near completion of the design for the signal and street improvements. However, there is not enough space within the existing right-of-way to construct the roadway embankment. The property owner has agreed to grant a permanent slope easement (see attached) at no cost to the City.

Staff has reviewed and approved the legal description and it meets the design requirements. The parcel (APN 501-73-002J) addressed in this report is located along the east side of El Mirage Road.

BUDGETARY IMPACT:

Accepting the dedication of the right-of-way easements has no budgetary impact on the City.

RECOMMENDATION:

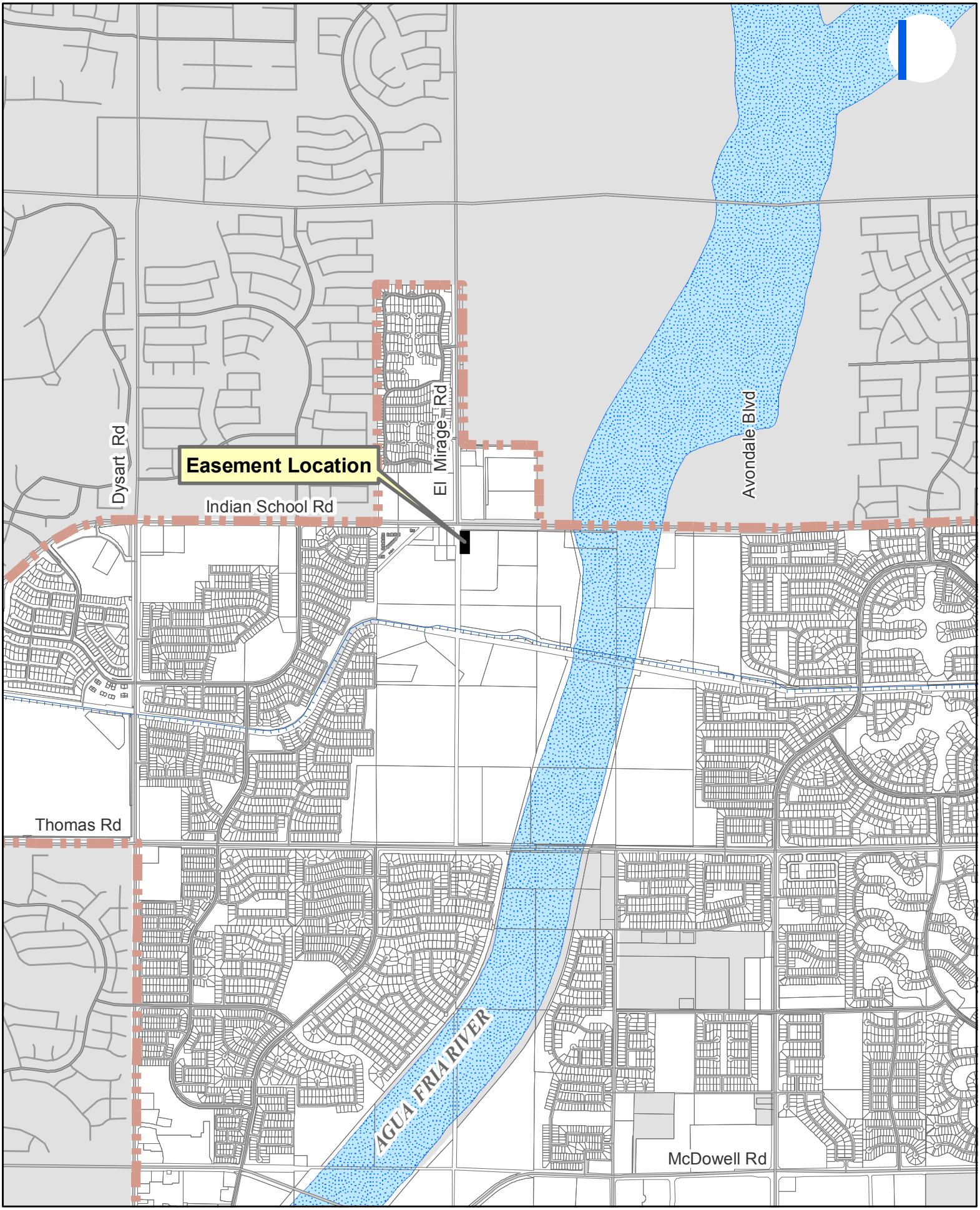
Staff recommends that the City Council adopt an ordinance accepting the dedication of a slope easement that is necessary to facilitate the construction of the roadway embankment for El Mirage Road, and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation.

ATTACHMENTS:

Click to download

- Vicinity Map
- ORD - 1326-908

VICINITY MAP



City of Avondale

El Mirage Rd & Indian School Rd Slope Easement Dedication

ORDINANCE NO. 1326-908

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS A SLOPE AND GRADING EASEMENT.

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

SECTION 1. That an easement over ± 0.091 acres of real property, generally located east of El Mirage Road, south of Indian School Road, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Kachina Fairways, Inc., an Arizona corporation, for slope and grading purposes.

SECTION 2. 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.

PASSED AND ADOPTED by the Council of the City of Avondale, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1326-908

[Legal Description and Map of Easement]

See following pages.

Legal Description
Slope Easement
At the southeast corner of Indian School Rd and El Mirage Rd

A portion of land located in the northwest quarter of Section 25, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as shown on the accompanied SLOPE EASEMENT EXHIBIT INDIAN SCHOOL & EL MIRAGE ROADS AVONDALE, ARIZONA, being more particularly described as follows:

Commencing at the northwest corner of Section 25, Township 2 North, Range 1 West occupied by a MCDOT brass cap in hand hole;

Thence South 89°08'32" East, 55.84 feet along the north line of the northwest quarter of said Section 25 and Basis of Bearings towards the north ¼ corner of said Section;

Thence South 0°51'28" West, 85.11 feet to the southerly right-of-way of Indian School Road and easterly right-of-way of El Mirage Road and POINT OF BEGINNING;

Thence South 89°09'15" East, 32.00 feet along the southerly right-of-way of Indian School Road;

Thence departing the southerly right-of-way of Indian School Road, South 0°18'13" West, 104.06 feet;

Thence South 25°56'43" West, 27.73 feet;

Thence North 89°41'35" West, 20.00 feet to the easterly right-of-way of El Mirage Road;

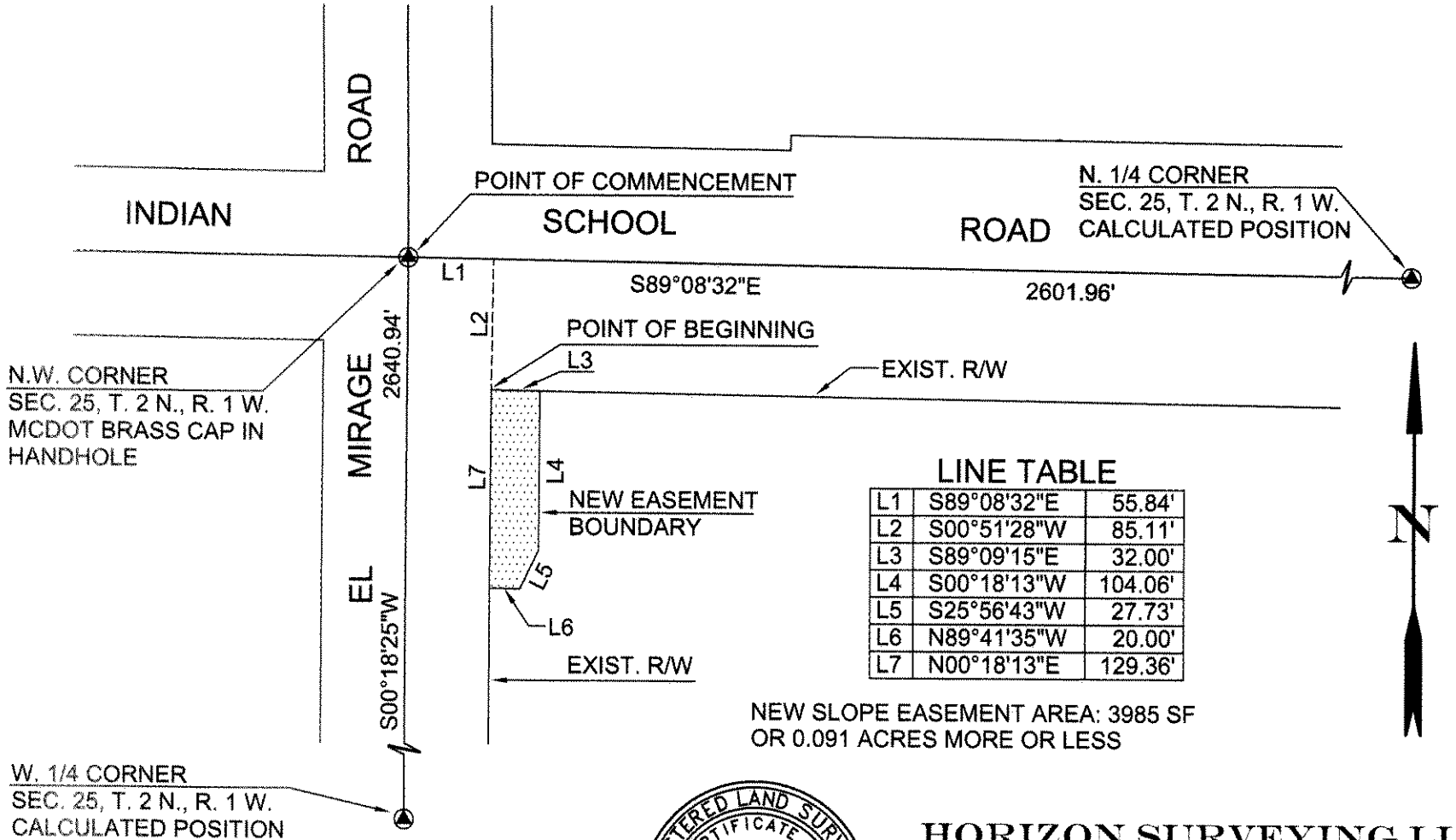
Thence North 00°18'13" East, 129.36 feet along said easterly right-of-way to the POINT OF BEGINNING;

Containing 3985 square feet.

END OF DESCRIPTION

Written November 30, 2007
Ron Barbala, LS 33307

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 11-30-07
ARIZONA, U.S.A.



LINE TABLE

L1	S89°08'32"E	55.84'
L2	S00°51'28"W	85.11'
L3	S89°09'15"E	32.00'
L4	S00°18'13"W	104.06'
L5	S25°56'43"W	27.73'
L6	N89°41'35"W	20.00'
L7	N00°18'13"E	129.36'

NEW SLOPE EASEMENT AREA: 3985 SF
OR 0.091 ACRES MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33307
RONALD J.
BARBALA
Date Signed 11-30-07
ARIZONA, U.S.A.

HORIZON SURVEYING LLC

SLOPE EASEMENT EXHIBIT
FOR THE SOUTHEAST CORNER OF
INDIAN SCHOOL & EL MIRAGE ROADS
AVONDALE, ARIZONA

PROJECT NO. 071181	DATE: NOV. 29, 2007
DRAWN BY: JDH	SHEET: 1 OF 1

CITY COUNCIL REPORT

SUBJECT:
Resolution 2768-908 and Ordinance 1325-908 - Declaring as a public record the Avondale Amendments to the 2006 International Property Maintenance Code and adopting the same

MEETING DATE:
September 8, 2008

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to request City Council approval of proposed amendments to the Avondale Amendments to the 2006 International Property Maintenance Code (IPMC). The proposed revisions are needed to facilitate legal notice to responsible parties regarding violations and other issues.

BACKGROUND:

The 2006 International Property Maintenance Code (IPMC) was most recently adopted with Avondale amendments by the City Council on May 5, 2008 and became effective June 5, 2008. The IPMC enables the Neighborhood and Family Services Department, Code Enforcement Division to address health and safety and general property maintenance issues in both residential and commercial proerties. Since its initial adoption in 2004, the Code Enforcement Division has recommended several amendments to the IPMC that enables the code to better meet Avondale needs. The amendments recommended today will amend the method of service when notifying responsible parties about violations of the IPMC to make it consistent with Arizona law. In addition, the City Attorney has recommended that the other sections that include notification of responsible parties be reorganized to make the processes more clear.

DISCUSSION:

Section 107.3 Method of Service spells out the methods that must be used in order for a notice to be deemed to be properly served. The current language requires personal delivery and sending the notice to the last known address. Although the Code Enforcement Division has made the process work, the language should provide the option of either of those methods rather than requiring both methods. In addition, the City Attorney has recommended that the entire section be amended to be consistent with Arizona law. The revision will ensure that property owners receive due process with methods of service that are feasible for the Code Enforcement Division. Section 106 Violations was also reorganized to make the course of action of a noted violation, required compliance, and enforcement action more clear and more easily understood by staff and residents. Some clerical changes were also made for clarity. For example, the Board of Appeals was changed to IPMC Board of Appeals.

BUDGETARY IMPACT:

None

RECOMMENDATION:

Staff recommends adoption of the resolution declaring as a public record the "Avondale

Amendments to the 2006 International Property Maintenance Code, Amended and Restated September 8, 2008" and an ordinance adopting said amendments.

ATTACHMENTS:

Click to download

- ORD - 1325-908
- RES - 2768-908

ORDINANCE NO. 1325-808

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL PROPERTY MAINTENANCE CODE, AMENDED AND RESTATED SEPTEMBER 8, 2008, 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 Avondale Amendments to the 2006 International Property Maintenance Code, Amended and Restated September 8, 2008 (the "2008 Amendments"), three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2768-908 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 15, Miscellaneous Provisions and Offenses, Article III, Property Maintenance Code, is hereby amended as follows.

15-28 Adopted.

That certain document designated and marked as the 2006 International Property Maintenance Code and all appendices contained therein, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, and that certain document known as the Avondale Amendments to the 2006 International Property Maintenance Code, AMENDED AND RESTATED SEPTEMBER 8, 2008, three (3) copies of which are on file in the office of the City Clerk of the City of Avondale, together are hereby adopted as the property maintenance code for the City of Avondale by reference as if set forth herein in full, and made a part and parcel of the section for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; and providing for the issuance of permits and collection of fees therefor.

SECTION 3. That the Avondale City Code, Chapter 15, Miscellaneous Provisions and Offenses, Article III, Property Maintenance Code, is hereby amended as follows.

15-29 Penalty for violation.

Any ~~person, firm or corporation~~ RESPONSIBLE PARTY found to be in conflict with the 2006 International Property Maintenance Code, as amended by the Avondale Amendments to the 2006 International Property Maintenance Code, AMENDED AND RESTATED SEPTEMBER 8, 2008, or in violation of any provisions of thereof may be found guilty of a class one misdemeanor or issued a civil citation of two hundred fifty dollars ($250.00) BASE FINE PER VIOLATION, plus surcharges and fees, at the discretion of the city. If guilty of such violation, such person may be liable for all costs which may be assessed pursuant to the Code for removing, abating or enjoining the violation. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the 2006 International Property Maintenance Code or the 2008 Amendments adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Council of the City of Avondale, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

RESOLUTION NO. 2768-908

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND ENTITLED THE "AVONDALE AMENDMENTS TO THE 2006 INTERNATIONAL PROPERTY MAINTENANCE CODE, AMENDED AND RESTATED SEPTEMBER 8, 2008."

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

SECTION 1. That certain document entitled the "Avondale Amendments to the 2006 International Property Maintenance Code, Amended and Restated September 8, 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, September 8, 2008.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Nomination to the Arizona Corporation Commission Arizona Power Plant and Transmission Line Sitting Committee

MEETING DATE:
September 8, 2008

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Mayor Marie Lopez Rogers would like to recommend forwarding to the Arizona Corporation Commission the nomination of Councilmember Stephanie Karlin to the Arizona Power Plant and Transmission Line Siting Committee as a representative of an incorporated city or town.

BACKGROUND:

The Power Plant and Transmission Line Siting Committee was created by the State Legislature in 1971 to provide a "single, independent forum to evaluate applications to build power plants (of 100 megawatts or more) or transmission projects (of 115,000 volts or more) in the state.

Arizona Revised Statute sets forth that one of the members of the Power Plant and Transmission Line Siting Committee represent incorporated cities and towns. The appointment is made by the Corporation Commission and is a two year term.

Councilmember Karlin has expressed interest in serving as a member of this Committee.

RECOMMENDATION:

Staff recommends that the City Council approve the recommendation to forward to the Arizona Corporation Commission the name of Councilmember Karlin to represent incorporated cities and towns on the Arizona Power Plant and Transmission Line Siting Commission.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
September 8, 2008

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available