CITY COUNCIL AGENDA

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

REGULAR MEETING
June 15, 2009
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. **LEGISLATIVE UPDATE**

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. **APPROVAL OF MINUTES**
1. Minutes of the Work Session of June 1, 2009
2. Minutes of the Regular Meeting of June 1, 2009
3. Minutes of the Work Session of June 8, 2009

b. **LIQUOR LICENSE - MY BIG FAT GREEK RESTAURANT**
City Council will consider a request form Juan Ortiz for approval of an application for a Series 16 (State Series 12) restaurant license to sell all spirituous liquors at My Big Fat Greek Restaurant, 10040 West McDowell Road. The Council will take appropriate action.

c. **MICROSOFT 2009-2012 ENTERPRISE AGREEMENT**
City Council will consider a request to approve the funding transfer and Enterprise Agreement with Microsoft Corporation to purchase software licenses in the amount of $212,749 and authoritze the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take appropriate action.

d. **PROFESSIONAL SERVICES AGREEMENT – LEE ENGINEERING - TRAFFIC OPERATIONS CENTER AND STRATEGIC ITS PLAN**
City Council will consider a request to approve a Professional Services Agreement with Lee Engineering to provide design services for the Traffic Operations Center and Strategic ITS Plan in the amount of $428,739.03 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **RESOLUTION 2836-609 - APPLICATION SUBMITTAL AND ACCEPTANCE OF GRANT FUNDING FROM GOHS FOR POLICE DEPARTMENT D.U.I. OVERTIME GRANT 2010**
City Council will consider a resolution authorizing the application for and acceptance of grant funding from the Governor's Office of Highway Safety for Police Department D.U.I. overtime Grant 2010 and authroize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION 2835-609 - AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES FOR SPECIAL TRANSPORTATION SERVICES**
City Council will consider a request to approve a resolution authorizing an amendment to an Intergovernmental Agreement (IGA) with Maricopa County Human Services in the amount of $8,000 to operate the Special Transportation Service (STS) Program for FY 2008-2009 bringing the total amount to $58,000. The Council will take appropriate action.

g. **RESOLUTION 2834-609 - INTERGOVERNMENTAL AGREEMENT WITH REGIONAL PUBLIC TRANSIT AUTHORITY (RPTA) FOR FY2008-2010 TRANSIT AND ADA SERVICES**
City Council will consider a resolution approving an amendment to the Intergovernmental Agreement with the Regional Public Transit Authority (RPTA) for FY 09 and FY10 Transit and ADA Paratransit Services and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **RESOLUTION 2837-609 - FOREIGN TRADE ZONE TAX POLICY**
City Council will consider a resolution establishing a tax policy for the City of Avondale for properties activated within the Greater Maricopa General Purpose Foreign Trade Zone (GMFTZ). The Council will take appropriate action.

i. **ORDINANCE 1374-609 - AMENDING CHAPTER 23 OF THE CITY CODE, RELATING TO SPEED LIMITS**
City Council will consider an ordinace amending Chapter 23, “Traffic” regarding speed limits. The Council will take appropriate action.

j. **AAA 2008 - 2009 CONTRACT AMENDMENT**
City Council will consider a request to approve an amendment to the FY 2008-2009 Area Agency on Aging (AAA) contract in the amount of $23,317 for the disbursement of year end surplus funds and American Recovery and Reinvestment Act (ARRA) funds for senior programs. The Council will take appropriate action.

5 **PUBLIC HEARING, RESOLUTION 2831-609 AND ORDINANCE 1376-609 - ZONING ORDINANCE TEXT AMENDMENT - LANDSCAPE, WALLS AND FENCES REGULATIONS**

City Council will hold a public hearing and consider a resolution declaring a public record a document entitled the "City of Avondale Landscape, Walls and Fences Regulations" and an ordinance adopting said document. The Council will take appropriate action.

6 **RESOLUTION 2832-609 - AUTHORIZING THE ISSUANCE OF CITY OF AVONDALE GENERAL OBLIGATION BONDS, SERIES A (2009)**

City Council will consider a resolution authorizing the issuance of City of Avondale General Obligation Bonds, Series A (2009), in an amount not to exceed $30,000,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

7 **ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT (EECBG)**

City Council will consider a request to approve staff recommendations for the grant application in the amount of $706,600 to be submitted to the Department of Energy for ARRA funds by June 25, 2009. The Council will take appropriate action.

8 **EXPANSION OF PHOTO ENFORCEMENT PROGRAM**

City Council will consider options for the expansion of the photo enforcement program and give direction to staff regarding amendments to the contract with ATS and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

9 **APPOINTMENT TO THE LEAGUE OF CITIES AND TOWNS RESOLUTION COMMITTEE**

City Council will consider the appointment of a representative to the League Resolutions Committee. Mayor Lopez Rogers served as Avondale's representative to the Committee last year and would like to serve again this year. The Council will take appropriate action.

10 **PROFESSIONAL SERVICE AGREEMENT WITH SMITHGROUP FOR ARCHITECTURAL DESIGN SERVICES FOR THE AMERICAN SPORTS CENTER-AVONDALE**

City Council will consider a request to approve a Professional Services Agreement with SmithGroup for architectural design services for the American Sports Center-Avondale facility in the amount of $700,800 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

11 **ADJOURNMENT**

Respectfully submitted,

Carmen Martinez
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

CITY COUNCIL REPORT

SUBJECT:
Legislative Update

MEETING DATE:
June 15, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

LEGISLATIVE UPDATE

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
June 15, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Minutes of the Work Session of June 1, 2009
2. Minutes of the Regular Meeting of June 1, 2009
3. Minutes of the Work Session of June 8, 2009

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - My Big Fat Greek Restaurant

MEETING DATE:
June 15, 2009

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 by Juan Ortiz for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at My Big Fat Greek Restaurant, 10040 West McDowell Road.

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. Juan Ortiz, new owner of My Big Fat Greek Restaurant, 10040 West McDowell Road, Avondale, Arizona. The establishment is currently operating under a liquor license issued to Lauren Merret, representative of the previous owner of the restaurant. In addition to this location, Mr. Ortiz has owned and operated another My Big Fat Greek Restaurant in Phoenix for the past two years. The required fee of $850.00 has been paid.

As required by state law and city ordinance, a notice of the public hearing and the application were posted at the location from May 28, 2009 through June 16, 2009. In addition, a notice was published June 2nd and 5th. No comments were received.

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

The Development Services, Police and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department and has determined that the restaurant is in good financial standing with the City. Department comments are attached.

RECOMMENDATION:

Staff recommends that the City Council approve this request from Juan Ortiz, of My Big Fat Greek Restaurant, 10040 West McDowell Road, Avondale for a Series 16 (State Series 12) restaurant license to sell all spirituous liquors.

ATTACHMENTS:

Click to download

- Application
- Recommendations
- Vicinity map
- Posting 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***
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 11, 13, 15, 16***
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 12, 13, 15, 16***
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE ***Complete Sections 2, 3, 4, 9, 13, 16*** (fee not required)
- ☐ GOVERNMENT ***Complete Sections 2, 3, 4, 10, 13, 15, 16***

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 #:** 12078023

1. Type of License: Restaurant/Bar 2. Total fees attached: Department Use Only $ 200.00

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

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 **Applicant**

1. Owner/Agent's Name: (Mr) Ms. Ortiz (Last) Juan (First) Antonio (Middle) P1057592
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: J. I. Ortiz LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: My Big Fat Greek Restaurant B1031877
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 10040 W. McDowell Rd. (Do not use PO Box Number), Avondale (City), AZ (County) 85323 (Zip) Maricopa County
5. Business Phone: (623) 936-4838 Daytime Contact: ( )
6. Is the business located within the incorporated limits of the above city or town? ☑ YES ☐ NO
7. Mailing Address: 10040 W. McDowell Rd (City), Avondale (State), AZ (Zip) 85323
8. Enter the amount paid for a bar, beer and wine, or liquor store license$_____(Price of License only)

DEPARTMENT USE ONLY

Fees: 100.00 (Application) 100.00 (Interim Permit) ____ (Agent Change) ____ (Club) ____ (Finger Prints $ 200.00 **TOTAL OF ALL FEES**

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☑ YES ☐ NO

Accepted by: AC Date: 5/1/2009 Lic. # 12078023

LIC 0100 1/9/2009 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business when 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. 12077248
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, Lauren Kay Merrett, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.
(Print full name)

x Lauren Kay Merrett
(Signature)

My commission expires on: _____

OFFICIAL SEAL
JUANITA A. ESPARZA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 1, 2010

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 1 day of May 2009
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing 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	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 12077248

Issue Date: 11/20/2007

Expiration Date: 3/31/2010

Restaurant

Issued To:
LAUREN KAY MERRETT, Agent
OCEAN DINING LLC, Owner

Location:
MY BIG FAT GREEK RESTAURANT
10040 W MCDOWELL RD
AVONDALE, AZ 85232

Mailing Address:
LAUREN KAY MERRETT
OCEAN DINING LLC
MY BIG FAT GREEK RESTAURANT
10040 W MCDOWELL RD
AVONDALE, AZ 85323

LIQUOR LICENSES AND CONTROL ARIZONA

Jerry A. Oliver Sr

JERRY A. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

REST
EXP 3/31/2010

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

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

☒ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

'09 MAY 1 Liqr. Lic. PM 1:16

1. Name of Corporation/L.L.C.: J.I. Ortiz LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12.11.08 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-14935365 Date authorized to do business in AZ: December 16th
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Ortiz	Juan	Antonio	Member		
Ortiz	Irene	J.	Member		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Ortiz	Juan	A.	50%		
Ortiz	Irene	J.	50%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING 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
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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.

'05 MAY 1 Liqr. Lic. PM 1 16

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

2. New Business: (Physical Street Location) Name _____
   Address _____

3. License Type: _____ License Number: _____

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

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
   Address _____
   City, State, Zip

2. Distance to nearest church: _____ ft. Name of church _____
   Address _____
   City, State, Zip

3. I am the: ☑ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)

4. If the premises is leased give lessors: Name Inland Southwest Management Corp
   Address 15105 Collection Center Drive Chicago IL 60693
   City, State, Zip

4a. Monthly rental/lease rate $ 16,815 What is the remaining length of the lease 5 yrs. 2 mos.

4b. What is the penalty if the lease is not fulfilled? $ 50,445 or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ Ø
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANTE

SECTION 13 - continued

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 # 12077248 (exactly as it appears on license) Name LAUREN KAY MERRETT

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☑ YES ☐ NO
   If yes, give the name of licensee, Agent or a company name:

   MERRETT LAUREN KAY and license #: 12077248
   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. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☑ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   Juan Antonio Ortiz
   applicant's signature

   As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

   JO
   applicants initials

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

1. Check **ALL** boxes that apply to your business:
   ☑ Entrances/Exits ☑ Liquor storage areas Patio: ☑ Continguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☑ NO
   If yes, what is your estimated opening date? _____
   month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

   As stated in A.R.S. § 4-205.02 (F), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

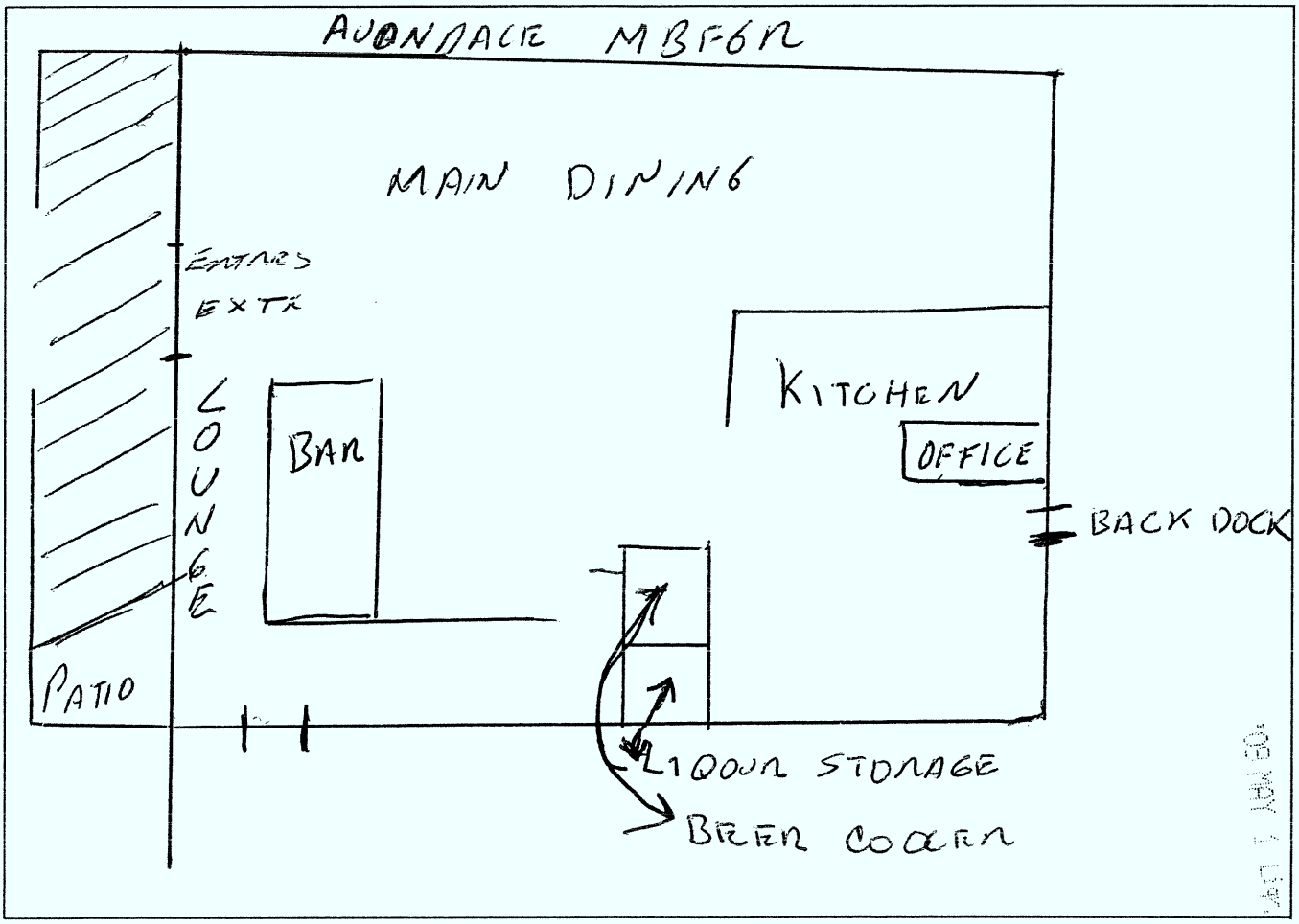
   JO
   applicants initials

08 MAY 1 Liq. Lic. AM 10:45

SECTION 15 **Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 **Signature Block**

I, Juan Antonio Ortiz, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Juan Antonio Ortiz
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

1 of May, 2009
Day Month Year

Signature of NOTARY PUBLIC

OFFICIAL SEAL
JUANITA A. ESPARZA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 1, 2010

My commission expires on : _____
Day Month Year

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 # 12078003

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

Grill	Standard 6 burner Grill
Oven	Blodgett, Double Stack
Freezer	Bev Air 2 door
Refrigerator	Bev Air 2 door
Sink	3 compartment Sink
Dish Washing Facilities	Pro-Clean
Food Preparation Counter	6 FT Stainless Steel
Other	Olympia Gyro Machine
Other	
Other	

2. Print the name of your restaurant: My Big Fat Greek Restaurant

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 [263]

   b. **Bar area** of your premises [22]

   c. **Total area** of your premises [285]

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 ____% ☑ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 85 %

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

Lic0114 05/2004

'08 MAY 1 Liq. Lic. PM 1:16

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).

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.

- Busboys to clear dirty from tables
- Servers to serve food and Liquor to customers
- cooks to cook food for customers
- 1-prep cook to prepare food to be cooked
- Bartenders to serve liquor to customers
- dishwashers to clean/wash dirty dishes, silverware
- Manager to run the day to day operations of the restaurant.
- hostess to seat customers

Attach additional sheets if necessary

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

X Juan Antonio Ortiz
(Signature of APPLICANT)

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

OFFICIAL SEAL
JUANITA A. ESPARZA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 1, 2010

My commission expires on:

(Signature of NOTARY PUBLIC)

PASTA

Add a Greek Salad for **$2.50**. Add **Chicken** or **Keftedes** to any pasta for **$3.00**. Add **Shrimp** to any pasta for **$4.00**

Athenian Spaghetti $7.95
Spaghetti tossed in a virgin olive oil, fresh garlic and 3 cheese mizithra, parmesan & feta and garlic bread.

Spaghetti & Meatballs $9.95
"Macaronada & Keftedes"

Fettuccini Alfredo $7.95
Our classic sauce, romano cheese and freshly baked garlic bread.

PIZZA & CALZONES

We offer a wide selection of toppings. Feel free to make your own. Ask about our available toppings.

PIZZA

Grecian Delight $9.95
Mozzarella, feta, gyro, pepperoni, red onion, green pepper, tomato, lightly spiced with pesto sauce.

Mediterranean $9.95
Mozzarella, crumbled feta, fresh garlic, tomatoes, kalamata olives with tomato sauce.

Sausage or Pepperoni $9.95

Chopped Pizza $9.95
We take pepperoni, sausage, bellpeppers, mushrooms, red onions, and pepperoncinis finely chopped and bake it to perfection.

White Pizza $9.95
We take our homemade alfredo top it with basil, grilled chicken and mozzarella. You'll love it.

Florentine $9.95
Creamy alfredo sauce, fresh spinach, chicken and mozzarella.

Veggie Calzone $9.95

Meat lovers for a meat lover $10.95
We take meatballs, pepperoni, sausage, grilled chicken, marinara, mozzarella stuff into our homemade calzone and bake it to perfection.

SIDES

Steamed Veggies	$2.95	Fries	$2.95
Sautéed Spinach	$3.50	Rice	$2.95
Potatoes	$2.95	Pita	.50
Gyro	$3.50	Falafel Ball	$1.50
Olives (9)	$1.69	Ranch Dressing	.99
Marinara	.99	Pepperoncinis	.75
Olive Oil/Balsamic Vinegar	FREE		

BEVERAGES

Regular Iced Tea (complimentary refill)	$2.50
Passion Fruit Iced Tea (complimentary refill)	$2.50
Lemonade	$2.45
Sodas	$2.25
Fruit Juices	$2.50
San Pellegrino	$2.95
Hot Chocolate	$2.00
Milk	$1.50
Fresh Ground Coffee or Decaf	$2.00
Black and Herb Teas (ask for selection)	$2.00
Greek Coffee	$3.50

TRADITIONAL FAVORITES

All favorites come with seasoned french fries or Greek salad.

My Big Fat Burger $7.95
1/2 pound burger flame broiled to perfection.

Bacon Swiss Burger $8.99
Smothered with melted Swiss cheese and bacon.

Mushroom Burger $8.99
Melted cheese and sliced mushrooms.

Feta Burger $8.99
1/2 pound burger with a blend of feta crumbles, cream cheese & monterey cheese with lettuce, tomato, onions and mayo.

Chicken Sandwich $7.95
Tender marinated chicken breast served on a toasted sesame bun with lettuce, tomato, onions and mayo.

Bacon & Swiss Chicken Sandwich $8.99
Topped with Swiss & bacon.

Agean Club $8.95
Pita stacked with gyro meat, chicken, bacon, tzatziki, lettuce, tomato, onions and chipotle mayonnaise.

Parmagian Ranch Chicken Club $8.95
We take parmagian crusted buns and add a mountain of bacon, cheese, chicken and all the trimmings.

Gyro Wrap $8.75
Mounds of gyro carved off the rotisserie, served in a pesto wrap with lettuce, tomato, onions and tzatziki.

Roasted Chicken Wrap $8.75
Chicken, onions, bell peppers, feta & romaine dressing in a pesto wrap.

Veggie Wrap $6.50
Grilled peppers, onions, mushrooms with lettuce, tomato and chipotle.

DESSERTS

Homemade Baklava $3.95
Traditional Grecian favorite with over 30 layers of buttered phillo, pistachio/walnut mixture, honey and spiced sugar topping.

Baklava Cheesecake $5.95
Creamy NY cheesecake mixed with shredded baklava and honey.

New York Cheesecake with Raspberry Sauce $4.95
Deep dish creamy New York cheesecake with graham cracker crust and sweet raspberry sauce.

Chocolate Mousse Cake $4.95
We take our homemade brownie, top it with rich and creamy chocolate mousse, whip cream and chocolate sauce.

Flambe Baklava $6.95
Stacked rolls of baklava smothered with honey and chocolate sauce, pistachio rolled ice cream ball, whip cream and a tantalizing shot of flaming Bacardi 151.

Flambe Galaktobouriko $7.95
A delicious slice of custard topped with ice cream and drizzled with caramel. Presented on a plate and flambed with brandy.

WELCOME TO MY BIG FAT GREEK RESTAURANT

A mediterranean flair of cooking created by the gods. Only virgin olive oil, fresh ingredients, selected herbs and just the right amount of spices are used. Secrets cherished and kept for thousands of years are now yours to enjoy.

After Zeus released these great recipes to his children, we were finally blessed with great health and a long, prosperous life.

Enjoy our warm hospitality along with your dining experience. YASOU!

We Cater Parties and Big, Fat, Weddings up to 5,000!

OPA!

MY BIG FAT GREEK RESTAURANT™

EAT HEARTY, HEALTHY, AND WISE.

Tempe 525 S. Mill Ave. 480.966.5883
Scottsdale 4218 N. Scottsdale 480.949.8900
Chandler Chandler Mall 480.726.3036
Paradise Valley 10625 N. Tatum 480.607.1212
Mesa 6447 E. Southern 480.981.0010
Downtown 455 N. 3rd St. 602.254.5730
Tucson 95 W. River Rd. 520.888.0428
Tucson East 7131 E. Broadway 520.722.6000
Avondale 10040 W. McDowell Rd. 623.936.4838

Sunday-Thursday 11am-Close
Friday-Saturday 11am-Last Call

www.mybigfatgreekrestaurant.com

APPETIZERS "OPA TIME"

Flaming Saganaki $7.99
Imported Kefalograviera cheese flamed with ouzo and metaxa. ★

Flaming Feta $7.99
Sauteed feta with Roma tomatoes, spiced peppers, olive oil and fresh oregano. Flamed at your table. ★

Traditional Hummus $4.99
Chickpea and sesame tahini spread. ★ ♥

Village Hummus *(spicy)* $4.99
A blend of chickpeas, tahini, green bell peppers, cucumbers and jalapenos. ★ ♥

Sundried Tomato Hummus $4.99
Sundried tomatoes, kalamata olives and oregano blended with tahini and chickpeas. ★ ♥

Hummus Trio $8.95
Try all three of our wonderful dips! ★ ♥
Add Chicken $3.00
Add Cucumber Slices $1.99

Tzatziki $4.99
Traditional cucumber yogurt with fresh garlic. ★

Tyrokafteri (Spicy, Creamy Feta Cheese Dip) $5.99
Pureed feta cheese with hot chili peppers. Blended with extra virgin olive oil.

Dolmades $6.95
Homemade ground beef and rice rolled in grape leaves topped with a lemon cream sauce. ★

Spanakopita $7.99
Filo dough filled with spinach, feta and fresh herbs. ♥

Keftedes $6.99
Tender spiced meat balls "the Greek way". ★

Feta & Kalamata Olives $5.99
Imported feta cheese with customary Kalamata olives. ★

Zucchini Cakes $6.99
Zucchini squash, parmesan garlic & onions pan fried to perfection.

Bruschetta $4.99
Roma tomatoes, fresh garlic, red onions, feta cheese and fresh basil on a homemade herb foccacia bread.

Greek Fries $4.99
French fries with feta cheese & parmesan, lemon dijon sauce & oregano.

Calamari $8.99
Lightly battered and spiced with lemon and cocktail sauce.

Garlic Shrimp $8.99
Shrimp sautéed with white wine, fresh tomatoes, fresh garlic and feta.

Fat Greek Dips with Pita $13.99
Tzatziki, Tyrokafteri, Village Hummus, Sundried Tomato Hummus.

Fat Greek Combo with Pita $15.99
Spanakopita, Tzatziki, Hummus, Dolmades, Keftedes.

Fat Greek Soups ..... cup $2.79 ..... bowl $3.79
Avgolemono (Chicken with rice and egg-lemon), Soup of the Day.

PITA ◇ PITA ◇ PITA

Served with tzatziki, red onions, fresh tomatoes and lettuce on the pita with Greek salad or seasoned fries.

AWARD WINNING

Gyro $8.95
Falafel $8.95
Pork Souvlaki $8.95
Chicken Souvlaki $8.95
Chicken Breast $8.95

FRESH GARDEN SALADS

Add **Gyro -OR- Chicken** for $3.00. Add **Shrimp** for $4.00.

Greek Salad ..... Regular $6.95 Large $8.95
Mixed greens, vine tomatoes, cucumber, red onions, bell peppers, feta, olives, oregano, pita and Greek dressing.

Village Salad (Horiatiki) $7.95
Ripe vine tomatoes, cucumbers, red onions, olives, bell peppers, feta, virgin olive oil and wine vinegar. ♥

Calamari Salad $10.95
Mixed greens, vine tomatoes, cucumber, red onions, bell peppers, parmesan, olives, oregano, pita, and Greek dressing topped with lightly battered spiced calamari.

Grilled Chicken Salad $10.95
Caramelized walnuts, chicken breast, baby greens, crumbled gorgonzola with a balsamic dressing. ♥

Caesar Salad ..... Regular $6.95 Large $8.95
Crispy romaine lettuce with our special caesar dressing, herb croutons and parmesan.

Blackened Salmon Caesar $10.95
Grilled, fresh salmon, cajun spiced with our classic caesar dressing.

Grilled Salmon & Shrimp Salad $12.95
Grilled, fresh salmon with sauteed shrimp, mixed greens, red onions, tomatoes and balsamic vinaigrette. ♥

Pizza Salad $9.95
Baby spinach, feta, gorgonzola, roma tomatoes, red onions on a parmesan garlic crust with a balsamic vinaigrette. ♥

SOUVLAKI DINNERS

All dinners served with roasted lemon potatoes, sauteed vegetables & rice. With Greek Salad, add $2.50.
Mix and match any two, your choice (priced at higher value).

Chicken Souvlaki $12.95
Seasoned and marinated pieces of chicken on a skewer grilled to perfection.

Pork Souvlaki $12.95
Tender pieces of port marinate and grilled to perfection on a skewer.

Angus Beef Souvlaki $14.95
Lean tender pieces of filet on a skewer grilled to perfection.

Lamb Souvlaki $14.95
Tender pieces marinated and grilled to your liking.

Shrimp Souvlaki $15.95
Two skewers of shrimp grilled and brushed with a lemon olive oil. ♥

FROM THE SEA

Served with roasted lemon potatoes, sauteed vegetables & rice. With Greek Salad, add $2.50.

Fresh Salmon $15.99
Grilled or blackened to perfection with a lemon herb butter sauce. ♥

Blackened Salmon & Shrimp $17.99
Over pasta alfredo.

GREEK SPECIALTIES

Served with roasted lemon potatoes, sauteed vegetables & rice. With Greek Salad, add $2.50.

Award Winning Gyro Dinner $10.99
Delicious slices of beef and lamb, carved off the rotisserie.

Stuffed Peppers $12.99
Bell peppers & tomatoes, stuffed with rice, fresh spices & ground sirloin (direct from Mama's cookbook).

Spanakopita $9.99
Fresh spinach pie with battered layers of filo, spinach and feta.

Pastitsio $13.99
Baked macaroni with specially seasoned & spiced ground beef. Topped with our creamy bechamel sauce & parmesan. "Finally, your wish came true."

Mousaka $13.99
Homemade mousaka prepared with layers of eggplant, zucchini, layered potato and ground beef. Topped with a creamy bechamel sauce and parmesan. "You gotta love it."

Vegetarian Mousaka $12.99
Homemade mousaka prepared with layers of eggplant, zucchini, potatoes, and roasted tomatoes.

MEAT LOVERS FOR ALL

SIGNATURE ITEM

"A symposium of ecstasy." Lamb chops, pork, chicken & beef souvlaki, gyro, mousaka, pastitsio and tzatziki. With Greek salad for two, rice & roasted lemon potatoes with pita bread.

$17.99 per person /minimum of two

"Definitely a couple pleaser."

STEAKS & CHOPS

All dinners served with roasted lemon potatoes, sauteed vegetables & rice. With Greek Salad, add $2.50.

Bone-In Roasted Lamb $16.99
20 ounces of slowly roasted lamb, seasoned and cooked to perfection.

Braised Lamb $19.99
Two pieces of lamb shank, specially prepared in a red wine sauce. "A must try."

Lamb Chops (Paidakia) $18.99
Four succulent pieces of lamb chops. Tender and juicy, broiled to your liking. "Guaranteed you'll return for this dish."

Petit Filet $15.99
6 oz of the most tender cut of filet you will find, seasoned and grilled to perfection. ★

Petit Filet & Shrimp $17.99
6 oz of the most tender cut of filet and prawns you will find, seasoned and grilled to perfection. ★

CHICKEN CLASSICS

Served with roasted lemon potatoes, sauteed vegetables & rice. With Greek Salad, add $2.50.

Marinated Chicken Breast $11.99
Tender chicken breast specially marinated, seasoned and broiled to perfection. ♥

Chicken Parmesan $11.99
Classic Italian dish served with our signature spaghetti and homemade marinara.

♥ Heart Healthy ★ Served with Pita

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

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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):

ORTIZ Juan Antonio

Last First Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

X Juan Antonio Ortiz (Signature of Licensee)

1 day of May 2009

Day Month Year

My commission Expires on: _____

Day Month Year

OFFICIAL SEAL JUANITA A. ESPARZA NOTARY PUBLIC - ARIZONA MARICOPA COUNTY

(Signature of NOTARY PUBLIC)

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

Lic1013 05/2006

FILE NO. [redacted]

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

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

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

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

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

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

Select one. This form may be used for:

☒ ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)

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

1. The name of the organization:

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

B. [redacted] J.I. ORTIZ LLC
Limited Liability Company Name

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

Address 10010 W MCDOWELL RD AVONDALE

City AVONDALE State AZ Zip 85323

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

Name JUAN ANTONIO ORTIZ

Address _____

City PHX State AZ Zip 85017

Acceptance of Appointment by Statutory Agent:

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

Agent Signature: Juan Antonio Ortiz

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

professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. The latest date, if any, on which the Company must dissolve. If a dissolution date should include the month, day and year. Perpetual *means continuing forever or indefinitely*

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the member(s), check the member's box and provide the name(s) and address (es) of each member. NOTE: if reserved to the member(s) you cannot list any manager.

6B. If vested in manager(s) check the manager's box and provide the name(s) and address (es) of each manager and each member who owns a twenty (20%) percent or greater interest in the capital or profits of the LLC/ PLLC.

The person (s) executing this document need not be a manager or member of the company.

5. Dissolution: The latest date of Dissolution

☐ The latest date to dissolve ___/___/_____ (Please enter month, day and four digit year)

☑ The Limited Liability Company is Perpetual

6. Management Structure: (Check one box only) A.R.S. §29-632(5)

A. ☑ RESERVED TO THE MEMBER(S)

IF RESERVED TO THE MEMBER(S), YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.

B. ☐ VESTED IN MANAGER(S)

IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name: Juan Antonio Ortiz
☑ Member ☐ Manager (only if "B" is selected above)
Address: [illegible]
City: PHX State: AZ Zip: 85017

Name: Irene G Ortiz
☑ Member ☐ Manager (only if "B" is selected above)
Address: [illegible]
City: PHX State: AZ Zip: 85017

Name _____
☐ Member ☐ Manager (only if "B" is selected above)
Address: _____
City, _____ State, _____ Zip: _____

Name _____
☐ Member ☐ Manager (only if "B" is selected above)
Address: _____
City, _____ State, _____ Zip: _____

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

Executed this 02/11/08 day of _____

Executed by: Juan Antonio Ortiz Print Name Juan Antonio Ortiz

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

Phone Number: _____ Fax Number: _____

'09 MAY 1 Liq. Lic. AM 1:46

OPERATING AGREEMENT

April 30, 2009

To Whom It May Concern:

RE: Owners / New Business: J.I. Ortiz LLC dba My Big Fat Greek Restaurant

This letter is to notify that as of December 16, 2008, I Juan A. Ortiz and my wife Irene J. Ortiz are owners of J.I. Ortiz LLC dba My Big Fat Greek Restaurant located at 10040 W. McDowell Rd., Avondale, AZ 85323.

Ownership / 50% / Juan A. Ortiz

Ownership / 50% / Irene J. Ortiz

Juan A. Ortiz

Irene J. Ortiz

'08 MAY 1 LIC. LIC. PM 1:46

Print Form

FP current 5/2008

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'09 MAY 1 Liqr. Lic. PM 1

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

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 CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12078003
(If the location is currently licensed)

1. **Check appropriate box** →

☑ Controlling Person ☑ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Ortiz (Last) Juan (First) Antonio (Middle) Date of Bi (NOT a Public Record)

3. Social Security Numbe (NOT a public record) Drivers License (NOT a public record) State: Arizona

4. Place of Birth: Mexico (City) Coty (State) D.F Mexico (Country) (not county) Height: 5'4" Weight: 198 Eyes: Brn Hair: Blk

5. Marital Status ☐ Single ☑ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 602-754-8300

6. Name of Current or Most Recent Spouse: Ortiz (Last) Irene (First) J. (Middle) (Maiden) Date of (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1988

8 Telephone number to contact you during business hours for any questions regarding this document. 602-754-8300

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

10. Name of Licensed Premises: My Big Fat Greek Restaurant Premises Phone: 623-936-4838

11. Physical Location of Licensed Premises Address: 10040 N. McDowell Rd. Avondale AZ 85323
Street Address (Do not use PO Box #) City County Maricopa 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 (street address, city, state & zip)	
4/08	CURRENT	Owner/General Mgr.	My Big Fat Greek Restaurant 455 N. 3rd St. #108 Phx Az	$300
08/06	04/08	General Manager	My Big Fat Greek Restaurant, 455 N. 3rd St. #108 Phx Az	$500
05/03	08/06	General Manager	Lombardi's Restaurant 455 N. 3rd St. #108 Phx Az	$500

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 with name, address and phone number of landlord	City	State	Zip
12/2008	CURRENT	Own		Phoenix	Az	85043
05/2003	12/08	Own	3014 N. Marlette Ave	Phoenix	Az	85017

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☑ YES ☐ NO
If you answered YES, how many hrs/day? 6, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 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 been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☑ YES ☐ NO

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

17. 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

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☑ NO

19. 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 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Juan Antonio Ortiz, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Juan Antonio Ortiz
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 1 day of May, 2009
Month Year

OFFICIAL SEAL
JUANITA A. ESPARZA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 1, 2010

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

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

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

15. Approximately 1988/1989 I was arrested for DWI and was detained 3-4 hours. Wife got me out. Then had to spend one day in jail, had to attend a class, paid all fines necessary until cleared.

Please refer to attachment – went to DMV 5/21/08 and they printed out my record for last 10 years. They mentioned all files are purged after 10 years.

Other/false statement

Before I became a US Citizen - Approxmately in 1988 as I was crossing the border from Mexico (Nogales, AZ/Border) I gave false information and was sent back to Mexico (false information / said I was a US citizen). They took my picture/fingerprints and send me back to Mexico.

16. Approximately 1986/1987 I was arrested for kidnapping. Was in Madison jail until found not guilty. (please refer to attachment)

'09 MAY 1 AM 10:47

In the Superior Court

OF MARICOPA COUNTY STATE OF ARIZONA

10-18-88 at 4:13 p.m.
JUDITH ALLEN, Clerk
By Y. Cook Deputy

08 MAY 22 Lic. Lic. PM 2 22

STATE OF ARIZONA
vs.
JUAN ANTONIO ORTIZ
Defendant.

No. CR88-05274

VERDICT

We, the Jury, duly empaneled and sworn in the above entitled action, upon our oaths, do find the Defendant Juan Antonio Ortiz not guilty of the crime of kidnapping.

Paul R. Giesel
Foreman.

08 MAY 1 Lic. Lic. PM 1 07

1400-003 1-86

ARIZONA RESTRICTED FOR PAST TEN YEARS [redacted] 05/21/2008 REG0111
MOTOR VEHICLE RECORD RECORD SECTION 01 OF 04
THIS DOCUMENT IS A CERTIFIED DUPLICATE OF THE INFORMATION CONTAINED IN THE COMPUTER STORAGE DEVICES OF THE DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 28-444.

NAME		CLS	DOB	CUSTOMER#
JUAN,ANTONIO,ORTIZ				
EXP DATE	ISS DATE	WGT EY HGT HR SEX		
08062034	02132006	179 BR 504 BK M		
STREET		CITY		ST ZIP CTRY
		CITY		ST ZIP CTRY

RESTRICTIONS: NONE

ENDORSEMENTS: NONE

OTHER NAMES
JUAN,ANTONIO,ORTIZ JUAN,,ORTIZ

CURRENT ADDRESS CHANGE DATE: 03291994 SOURCE DOC: APPLICATION
********** END OF PAGE 01 **********

MVR FOR PAST TEN YEARS AS OF 05/21/2008
JUAN,ANTONIO,ORTIZ RECORD SECTION 02 OF 04
THIS DOCUMENT IS A CERTIFIED DUPLICATE OF THE INFORMATION CONTAINED IN THE COMPUTER STORAGE DEVICES OF THE DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 28-444.

3014 W MARLETTE AVE PHOENIX AZ 85017
NO ADDITIONAL PERMITS, AND/OR ID'S ON RECORD

CLASS	ST	ISSUE DATE	PREVIOUS LICENSE	EXP DATE
D	AZ	11221994		08062034
D	AZ	11221994		08062029
D	AZ	03291994		08062029

ACT DATE	VIOL CODE	DESCRIPTION
11092004	28-645A3A	FAILURE TO STOP FOR RED LIGHT
		JUDGEMENT OF GUILTY OR RESP.; SENTENCE IMPOSED 04112005
		LOC: MARICOPA FINE: 0.00 CRT: 0741 LSP/ASP 00/035
		DOCKET: 7878501 PLT#: 730LEZ AZ CHEVY

********** END OF PAGE 02 **********

MVR FOR PAST TEN YEARS AS OF 05/21/2008
JUAN,ANTONIO,ORTIZ RECORD SECTION 03 OF 04
THIS DOCUMENT IS A CERTIFIED DUPLICATE OF THE INFORMATION CONTAINED IN THE COMPUTER STORAGE DEVICES OF THE DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 28-444.

ACT DATE	VIOL CODE	DESCRIPTION	
06282005	DI ACTION	TSS ASSIGNMENT	
		YGJ00131 ELIG DTE: INDEF	02112006
		ACTN STAT: ACTION COMPLETED	
		NOTIFICATION STATUS: MAILED	06282005
06282005	TSS ACT.	TSS COMPLETED PERMIT# T-422 - DISP DATE 02112006	
06282005	CS ACTION	COURT SATISFIED 02132006 000000000007878501	
		NOTIFICATION STATUS: MAILED	06282005
12052005	DI ACTION	SUSPENSION	
		ZAA01068 ELIG DTE: 02112006	02132006
		ACTN STAT: ACTION COMPLETED	
		NOTIFICATION STATUS: MAILED	11152005
02042006	28-3151A	DRIVING WITHOUT LICENSE AND PROPER ENDORSEMENTS	
		PLEA OF GUILTY OR RESPONSIBLE; SENTENCE IMPOSED 03082006	

********** END OF PAGE 03 **********

08 MAY 1 AM 10:47

MVR FOR PAST TEN YEARS [redacted] [redacted] 05/21/2008
JUAN,ANTONIO,ORTIZ RECORD SECTION 04 OF 04
THIS DOCUMENT IS A CERTIFIED DUPLICATE OF THE INFORMATION CONTAINED IN THE COMPUTER STORAGE DEVICES OF THE DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 28-444.

ACT DATE VIOL CODE D E S C R I P T I O N
LOC: PIMA FINE: 115.00 CRT: 1044 LSP/ASP 45/015
DOCKET: TR00200604 PLT#: 730LEZ AZ CHEVY
* * * * * * * * * * * * * * * END OF RECORD * * * * * * * * * * * * *
********** END OF PAGE 04 **********

'08 MAY 1 Lic. Lic. PM 1:07

I Comply Own. THIS RESTAURANT

(19) MY BIG FAT GREEK RES AND 455 N 35T

SUITE #108 I ON THE RESTAURANT FOR THE LAST 2 years

Juan Antonio Ortiz

'08 MAY 1 LIQ. LIC. PM 1:17

Print Form

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 12078003

Ownership Name: J I ORTIZ LLC
(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Juan Antonio Ortiz DATE 05-01-09

TYPE OF APPLICATION (check one) ☑ INITIAL APPLICATION ☐ RENEWAL

TYPE OF LICENSE _____

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: NATURALIZATION CERTIFICATE

A. Are you a citizen or national of the United States? (check one) ☑ Yes ☐ No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City DF MEXICO CITY State (or equivalent) MEXICO Country or Territory MEXICO

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

DLLC 2/13/09 AG 11/08/07 - 81662

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided: _____.

"Qualified Alien" Status (8 U.S.C.§§ 1621(a)(1), -1641(b) and (c))

Q 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).

Q 2. An alien who is granted asylum under Section 208 of the INA.

Q 3. A refugee admitted to the United States under Section 207 of the INA

Q 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

Q 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

Q 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

Q 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).

Q 8. An alien who is, or whose child or child's parent is a "battered alien" or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C.§ 1621(a)(2))

Q 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C.§ 1621(a)(3))

Q 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C.§ 1621(c)(2)(A) and (C))

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

☐ 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C.§ 1621(a).

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE

05-01-09
TODAY'S DATE

Attachment: Lists A and B Evidence of U.S. Citizenship, U.S National Status, or Alien Status,

DLLC 1/15/09 AG 11/08/07 - 81662

Attachment to Form 1 Applicant Statement

EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS

LIST A: U.S. CITIZEN OR U.S. NATIONAL

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

Evidence showing U.S. citizen or U.S. national status includes the following:

a. <u>Primary Evidence</u>:

(1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);

(2) United States passport;

(3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);

(4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;

(5) Form N-561, Certificate of Citizenship;

(6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);

(7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);

(8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or

(9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

b. <u>Secondary Evidence</u>

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

(1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that

THE UNITED STATES OF AMERICA

No. 25602325

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth —

Sex: MALE

Height: 5 *feet* 04 *inches*

Marital status: MARRIED

Country of former nationality:

MEXICO

INS Registration No

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Juan Antonio Ortiz

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Attorney General

at: PHOENIX, AZ

The Attorney General having found that:

JUAN ANTONIO ORTIZ

then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

U.S. DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

at: PHOENIX, AZ *on:* NOVEMBER 24TH, 2000

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

Commissioner of Immigration and Naturalization

DEPARTMENT OF JUSTICE

FORM N-550 REV. 6-91

BUREAU OF ENGRAVING AND PRINTING

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

61368

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

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

[redacted]

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

[redacted]

JUAN ANTONIO ORTIZ
Individual Name (Print)

Juan Antonio Ortiz
Individual Signature

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

MAY 17, 2008
Date Training Completed

☒ YES ☐ NO BASIC ☒ YES ☐ NO ON SALE

☐ ~~YES ☐ NO MANAGEMENT~~ ☐ ~~YES ☐ NO OFF SALE~~

☐ ~~YES ☐ NO BOTH~~ ☐ ~~YES ☐ NO OTHER~~

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
Juan Ortiz	MY BIG FAT GREEK RESTAURANT	12077607

[redacted]

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).

BILL WEIGELE
Trainer Name (Print)

Bill Weigele
Trainer Signature

05-17-08
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.

LIC 1021 10/2001

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

30572

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

Juan Antonio Ortiz
Individual Name (Print)

Juan Antonio Ortiz
Individual Signature

06-19-08
Date Training Completed

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

☐ YES ☑ NO	BASIC	☑ YES ☐ NO	ON SALE
☑ YES ☐ NO	MANAGEMENT	☑ YES ☐ NO	OFF SALE
☐ YES ☑ NO	BOTH	☐ YES ☑ NO	OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
Juan Ortiz	My Big Fat Greek	12077607

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

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

77 East Columbus Ave. #102
Address

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

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

Jesus Altamarino
Trainer Name (Print)

Jesus Altamarino
Trainer Signature

6/19/08
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.

LIC 1021 10/2001

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

FP CURRENT 5/2008

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'09 MAY 1 Liq. Lic. PM 1 17

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 CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12078003
(If the location is currently licensed)

1. **Check appropriate box** →

☐ Controlling Person ☑ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Ortiz (Last) Irene (First) J. (Middle) Date of Birth (NOT a Public Record)

3. Social Security Numb (NOT a public record) Drivers License #: (NOT a public record) State: AZ

4. Place of Birth: El Paso (City) TX (State) USA (Country) (not county) Height: 5'1" Weight: 165 Eyes: Brn Hair: Brn

5. Marital Status ☐ Single ☑ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 602-435-0155

6. Name of Current or Most Recent Spouse: Ortiz (Last) Juan (First) A. (Middle) Maiden Date c (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

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

8 Telephone number to contact you during business hours for any questions regarding this document. (602) 435-0155

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

10. Name of Licensed Premises: My Big Fat Greek Restaurant Premises Phone: (623) 936-4838

11. Physical Location of Licensed Premises Address: 10040 W. McDowell Rd (Street Address (Do not use PO Box #)) Avondale (City) AZ 85323 (County Maricopa) (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 (street address, city, state & zip)
08/2008	CURRENT	Book Keeper	My Big Fat Greek Restaurant 455 N. 3rd St. #108 Phx AZ
10/2005	08/2008	Volunteer Coordinator	The Neighborhood Christian Clinic 1929 W. Fillmore Bldg. C, Phoenix AZ 85009
2/2005	10/2005	Volunteer	" (Same) " " "

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 with name, address and phone number of landlord	City	State	Zip
12/08	CURRENT	Own		Phoenix	AZ	85043
05/03	12/08	Own	3014 W. Marlette Ave	Phoenix	AZ	85017

 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 a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐YES ☑NO
If you answered YES, how many hrs/day?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 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 been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐YES ☑NO

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

17. 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

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☑NO

19. 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

I.O

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Irene J. Ortiz, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____ (Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 31 day of March, 2009
Month Year

OFFICIAL SEAL
DIANNA McCONNELL
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires Feb 12, 2012

My commission expires on: _____
Day Month Year

_____ (Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____
Signature of Controlling Person or Agent (circle one) Month Year

_____ (Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

01/2004 → 2/2005 Unemployed
Stay Home Housewife

Phoenix, AZ 85017

08 MAY 1 Liqr. Lic. PM 1:17

May 1, 2009

To Whom It May Concern:

This letter is to notify that I, Irene J. Ortiz am owner of My Big Fat Greek Restaurant located at 455 N. 3rd St., #108, Phoenix, AZ 85004. Have been business owner of this location for one year.

Should you have further questions and/or concerns, I can be reached at (602) 435-0155.

Thank You!

Irene J. Ortiz

'09 MAY 1 Liq. Lic. AM 1 84

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: JUAN ORTIZ

BUSINESS NAME: MY BIG FAT GREEK RESTAURANT

ADDRESS: 900 N. 99TH AVENUE.

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

DEPARTMENTAL COMMENTS:

CONDITIONALLY APPROVED BASED ON FIRE CODE VIOLATIIONS WILL BE BROUGHT INTO COMPLIANCE AND THE CURRENT NOTICE ISSUED WILL NOT BE IGNORED.

☒ APPROVED
☐ DENIED

Jerre G. Harris
SIGNATURE

6/9/09
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 15, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: JUNE 8, 2009

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: JUAN ORTIZ

BUSINESS NAME: MY BIG FAT GREEK RESTAURANT

ADDRESS: 900 N. 99TH AVENUE.

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jesus A Huerta — SIGNATURE

5/21/09 — DATE

Privilege Tax Auditor — TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 1, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 21, 2009

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: JUAN ORTIZ

BUSINESS NAME: MY BIG FAT GREEK RESTAURANT

ADDRESS: 10040 WEST MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Chief
TITLE

5/15/09
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 1, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 20, 2009

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: JUAN ORTIZ

BUSINESS NAME: MY BIG FAT GREEK RESTAURANT

ADDRESS: 10040 WEST MCDOWELL ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

5/29/09
DATE

PLNG MGR
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 1, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 20, 2009

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: May 28, 2009

TO: Carmen Martinez, City Clerk

PREPARED BY: Eric Morgan, Planner II

SUBJECT: Series 16 (State Series 12) Restaurant Liquor License for My Big Fat Greek Restaurant - 10040 W. McDowell Road

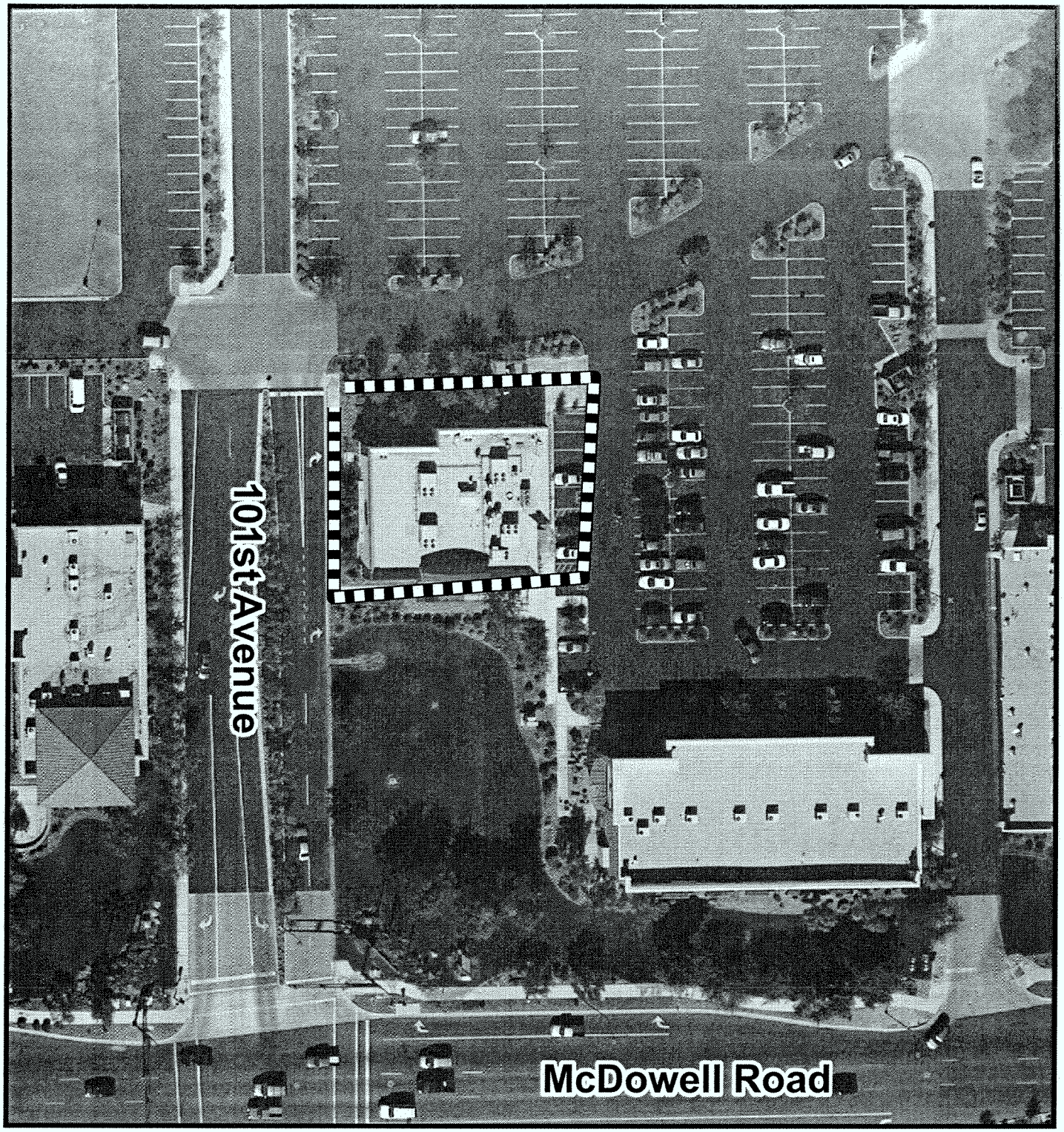
The site is located on Pad "E" Gateway Pavilions shopping center, generally located at the northeast corner of McDowell Road and 101st Avenue. The building is existing and has a Series 16 (State Series 12) Liquor license for a restaurant. The applicant is requesting to allow liquor consumption on-site inside the building and on the patio on the south side of the building.

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 Freeway Commercial. The subject property is zoned Planned Area Development (PAD). A restaurant is a permitted use within the Gateway Pavilions PAD.

Staff recommends approval of this request.

Attachment: 2009 Aerial Photography
Zoning Vicinity Map

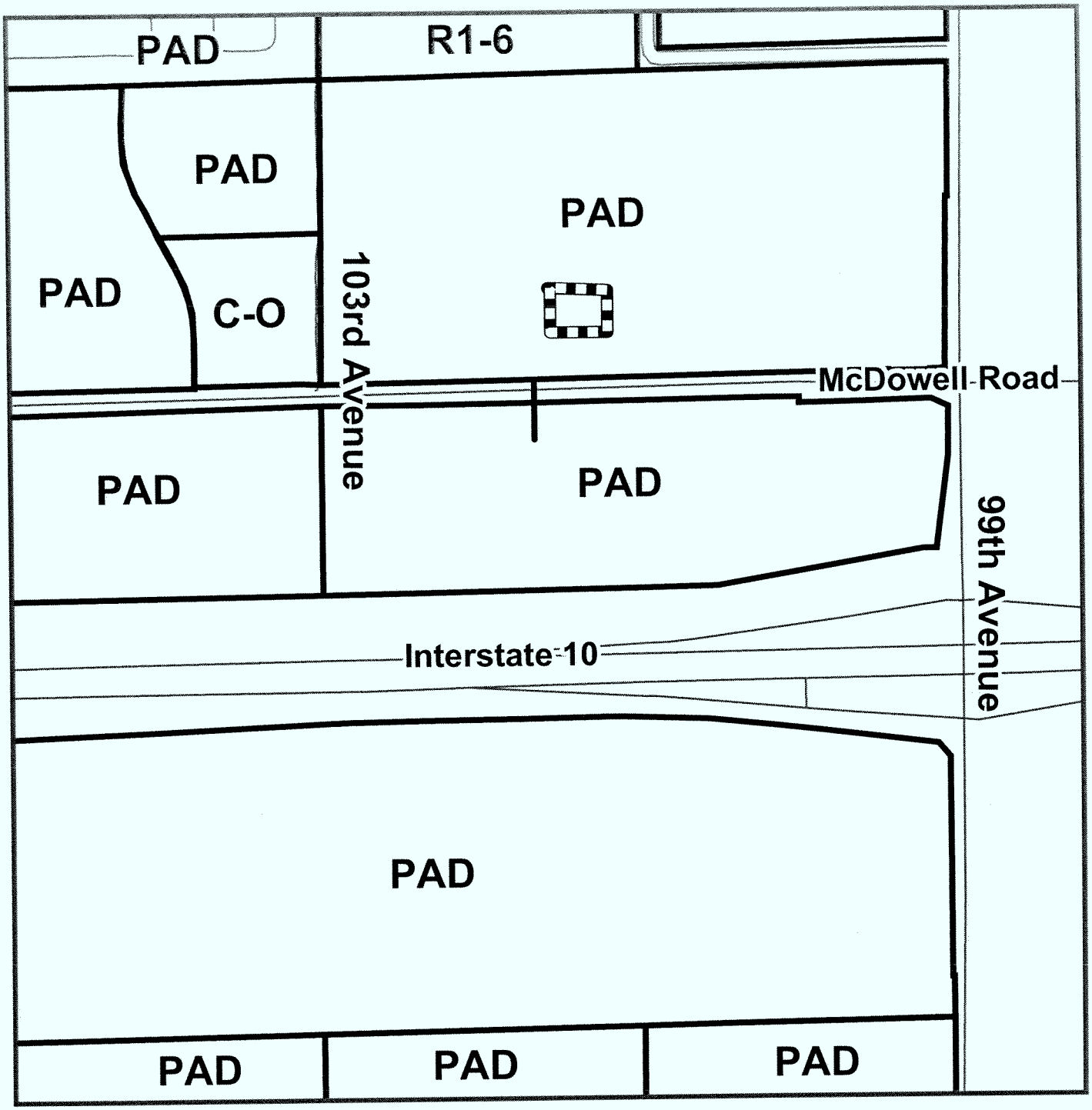


2009 Aerial Photograph

Avondale

Subject Property

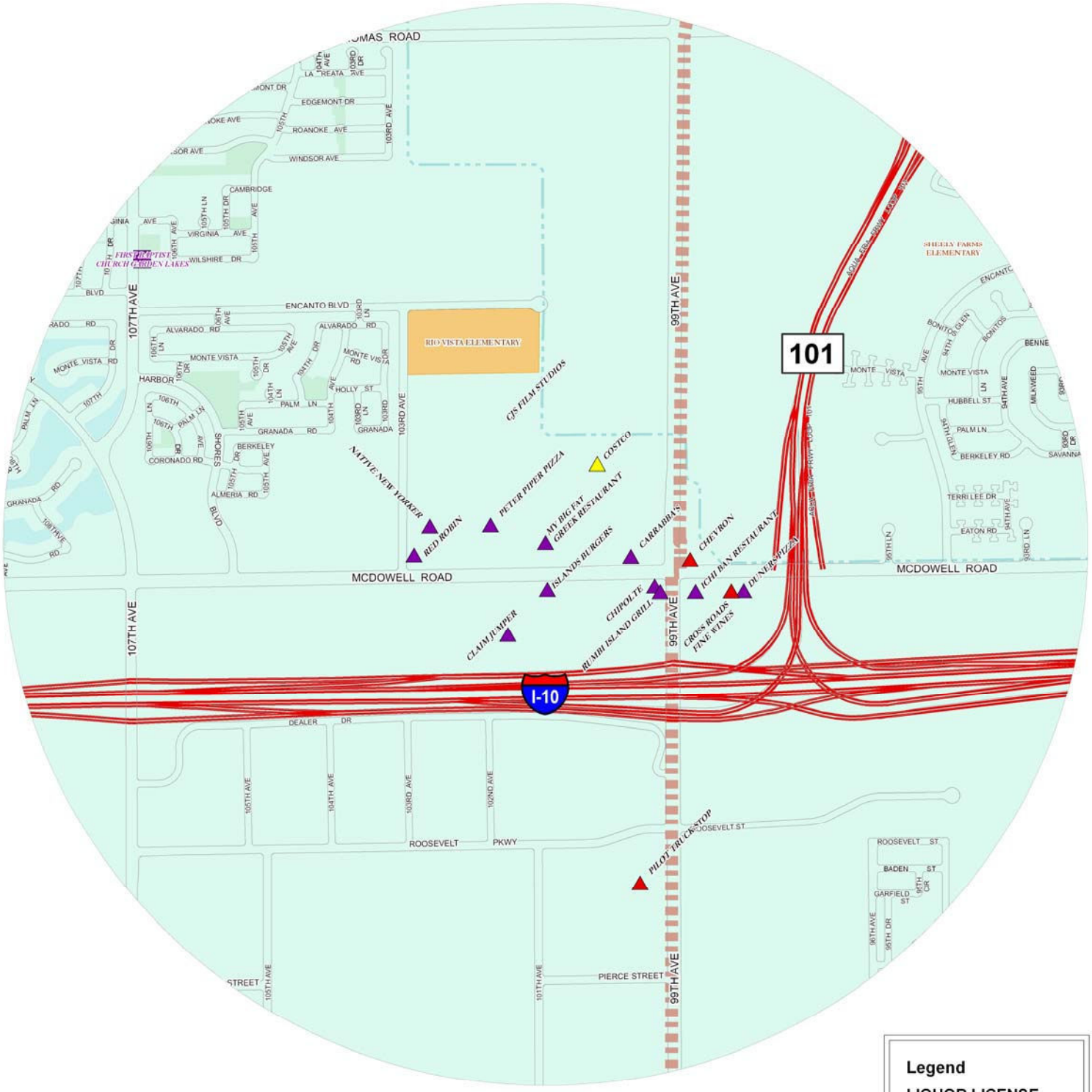
N



Zoning Vicinity Map

Avondale

My Big Fat Greek Restaurant



Legend

LIQUOR LICENSE

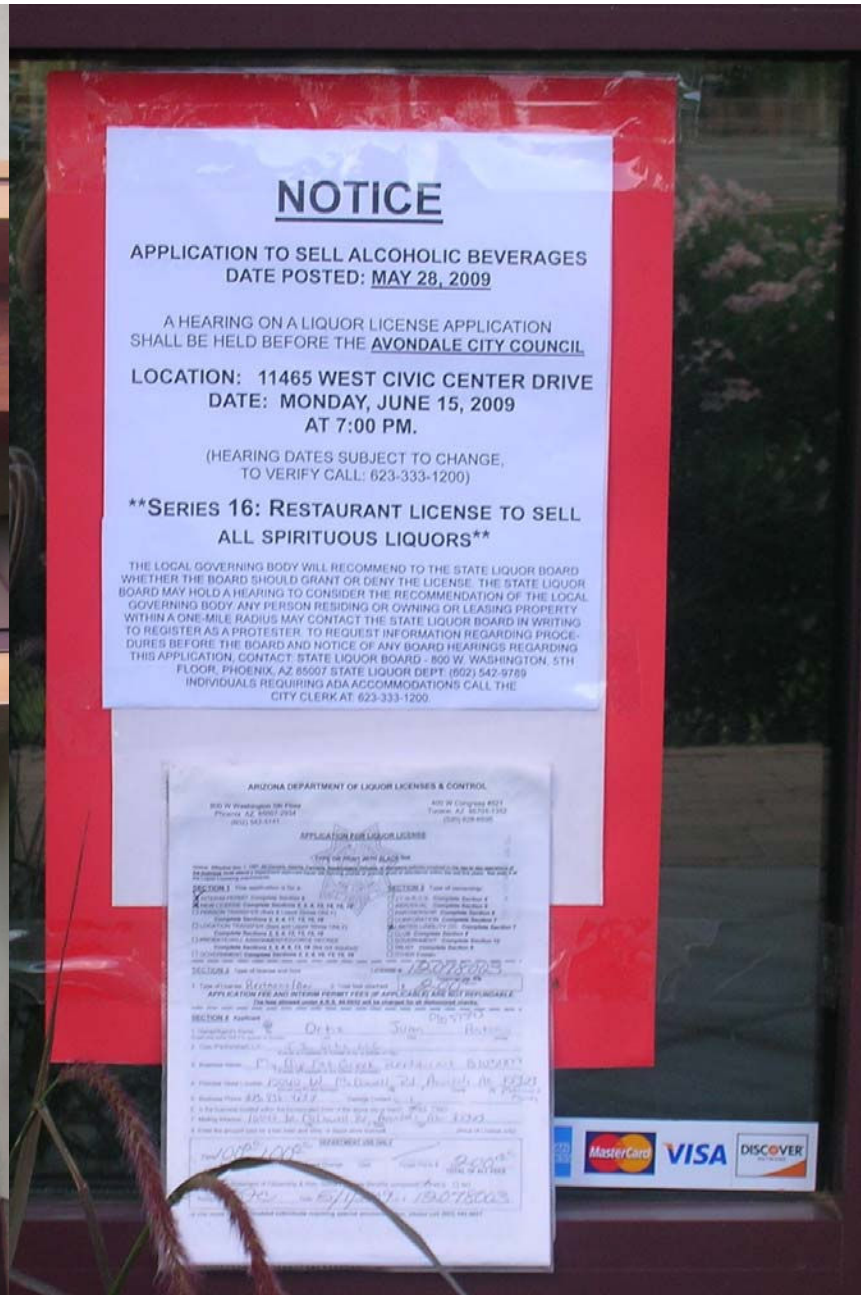
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS
- PLACE OF WORSHIP

0 312.5 625 1,250 1,875 2,500 Feet

Avondale GIS Division of Water Resources

My Big Fat Greek Restaurant
1 Mile Buffer

MY BIG FAT GREEK
RESTAURANT


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MAY 28, 2009
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, JUNE 15, 2009
AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 623-333-1200)
SERIES 16: RESTAURANT LICENSE TO SELL ALL SPIRITUOUS LIQUORS
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT 623-333-1200.
ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
APPLICATION FOR LIQUOR LICENSE
MasterCard
VISA
DISCOVER

CITY COUNCIL REPORT

SUBJECT:
Microsoft 2009-2012 Enterprise Agreement

MEETING DATE:
June 15, 2009

TO: Mayor and Council

FROM: Kevin Hinderleider, IT Director (623)333-5007

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an agreement with Microsoft Corporation to purchase software licenses in the amount of $212,749, the transfer of appropriations from 101-5300-00-6990 to 101-5120-00-8011 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

For the 2009/2010 budget year the Information Technology budgeted $226,000 for the Microsoft Software Enterprise Agreement. This agreement allows the City to upgrade desktop and server software to the latest versions over the next three years without paying the individual upgrade licensing costs. These upgrades include, but are not limited to, Windows 10, Microsoft Office 2007, Microsoft Office Communicator, Microsoft Exchange Server 2007, Microsoft System Center, Microsoft Forefront Server and Microsoft SharePoint Portal Server. As new releases in software emerge from Microsoft over the next three years, Avondale has the authority to upgrade as needed without paying additional upgrade costs.

Another benefit of this agreement is that Avondale must only track the number of physical computers in use by City staff, instead of tracking individual license certificates. By only tracking physical assets, the Information Technology staff is no longer required to keep paper copies of license files.

DISCUSSION:

The Information Technology Department is requesting approval of the appropriation transfer in order to initiate the purchase of these Mircrosoft software licenses in the 2008/2009 fiscal year budget to take advantage of an $8,807.44 savings provided by Microsoft. The $8,807.44 is broken into a $4,807.44 discount on the licensing product, and $4,000 in training or configuration assistance from Microsoft.

The original quote providede by Microsoft on April 30th, 2009 totaled $217,556.43. By signing the agreements in June 2009 the new total would be $212,748.99 (both calculations are including Avondale's sales tax). This would be a savings of $4,807.44. The additional $4,000 is provided to Avondale from Microsoft Solution Partners in the way of software installation assistance or training.

BUDGETARY IMPACT:

Appropriations for this purchase will come from the Information Technology budget 101-5120-00-8011 after the transfer from 101-5300-00-6990. The expenditure for this agreement will occur in 2009/2010 fiscal year contingent upon final budget approval.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Microsoft Corporation to

purchase software licenses in the amount of $212,749, the transfer of appropriations from 101-5300-00-6990 to 101-5120-00-8011 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Volume Licensing - Enterprise Enrollment
- Volume Licensing - Signature Form
- Enterprise Enrollment
- Promotional Pricing

Microsoft | Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	

Proposal ID	
Earliest expiring previous Enrollment end date [1]	

[1] If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as of the effective date identified in the signature form. Customer represents and warrants that it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified above.

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

All terms used but not defined are located at http://microsoft.com/licensing/contracts. In the event of any conflict the terms of this agreement control.

Effective date. If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

Term. This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

Product order. The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Qualifying systems licenses. All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at http://microsoft.com/licensing/contracts. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

For example, Windows XP Home Edition or successor Products are not qualifying operating systems.

1. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Customer consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at http://licensing.microsoft.com.

a. Primary contact information: The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* City of Avondale
Contact name* First Kevin **Last** Hinderleider
Contact email address* khinderleider@avondale.org
Street address* 11465 West Civic Center Drive
City* Avondale **State *** AZ **Postal code*** 85323
Country* US
Phone* 623.333.5007 **Fax**
Tax ID (if applicable)

b. Notices and online access contact information: This will designate a notices and online access contact different than the primary contact. This contact will replace the default administrator (primary contact) for this Enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

☒ *Same as primary contact*
Name of entity (must be legal entity name)*
Contact name* First **Last**
Contact email address*
Street address*
City* **State *** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer.

c. Language preference: Select the language for notices. English

d. Microsoft account manager: Provide the Microsoft account manager contact for this Customer.

Microsoft account manager name:
Microsoft account manager email address:

e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.

- Duplicate electronic contractual notices contact
- Software Assurance benefits contact
- MSDN contact
- Online Services administrator

f. Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

g. **Reseller information**
Reseller company name* Dell | ASAP Software
Street address (PO boxes will not be accepted)* 850 Asbury Drive
City* Buffalo Grove **State** * IL **Postal code*** 60089
Country* USA
Contact name * Alice Straetz
Phone* 847-465-3700
Fax 847-465-3277
Contact email address* select@asap.com

The undersigned confirms that the information is correct.

Name of Reseller* Dell | ASAP Software **Signature***_____ **Printed name*** Alice Straetz **Printed title*** Planner Buyer Advisor **Date***

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Customer's signature.

2. Defining your Enterprise.

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

☒ Only you (and no other affiliates) will be participating

☐ Customer and all Affiliates are included (*excluding* new Affiliates with which you consolidate in the future)

☐ The following Affiliates are excluded

3. Establishing Customer price level.

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

Qualified Desktops: Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 desktops).	**600**

Qualified Users: Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).	

Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which Customer orders an Enterprise Product):	Qualified Desktop	Qualified User
	D	**D**

Price level (for pools in which Customer does not order an Enterprise Product):	**Price level "D"**

4. Enterprise Product orders.

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The Office Product selection may be split between "professional plus" and "enterprise" editions within the Enterprise. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

Platform Product Selection (Select one)					
Professional Desktop		**Enterprise Desktop**		**Custom Desktop**	
☒	Windows Desktop Operating System Upgrade Office Professional Plus Core CAL Desktop	☐	Windows Desktop Operating System Upgrade Office Enterprise Enterprise CAL Desktop	☐	Windows Desktop Operating System Upgrade <Select One or Both> <Select One> Desktop

Individual Enterprise Product Component Selection			
☐	Windows Desktop Operating System Upgrade		
☐	<Select One or Both>		
☒	Enterprise CAL	Desktop	

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

Microsoft | Volume Licensing

Enterprise Signature Form State and Local

Master Agreement number or Enrollment number*	01E60922

SGN-	Proposal ID

Microsoft to complete if applicable

***Note**: Enter the applicable active numbers associated with the below documents. Microsoft requires the associated active number be indicated here, or listed below as new.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Document Number or Code
Enterprise Enrollment	X20-00095
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents,, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	***Microsoft Affiliate***
Name of Entity * City of Avondale	**Microsoft Licensing, GP**
Signature * _____	**Signature**
Printed Name *	
Printed Title *	**Printed Name**
Signature Date *	**Printed Title**
	Signature Date (date Microsoft Affiliate countersigns)
Tax ID	**Effective Date** (may be different than Microsoft's signature date)

** indicates required field*

Optional 2nd Customer signature or Outsourcer Signature *(if applicable)*

Customer	***Outsourcer***
Name of Entity *	**Name of Entity ***

Signature * _____	**Signature *** _____
Printed Name *	**Printed Name ***
Printed Title *	**Printed Title ***
Signature Date *	**Signature Date ***

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada USA 89511-1137

Prepared By:

Microsoft | Volume Licensing

Microsoft Enterprise Enrollment – State and Local

Amendment

Enrollment number *Microsoft to complete*		Amendment ID	CTX-	000-nancycal-S0627
				ID Number *Microsoft to complete*

This amendment is entered into between the customer and Microsoft affiliate signing, as of the effective date identified below. All terms used but not defined will have the same meanings as in the Microsoft Enterprise Enrollment identified above "the enrollment." The following terms and conditions amend the terms and conditions of the enrollment identified above, but only with respect to the customer identified below and only for purposes of this enrollment.

1. On page 2 (two) of the enrollment, the paragraph entitled "**Effective Date**" is hereby amended and restated in its entirety as follows:

   Effective Date. *The effective date of this enrollment is July 1, 2009.*

We must receive your fully-executed copy of this amendment and your enrollment to which it is associated, along with your reseller's purchase order, no later than June 30, 2009, or this amendment shall expire and become null and void.

Except for changes made by this amendment, all terms of this enrollment remain unchanged. By signing below, the parties agree to be bound by the terms of this amendment.

Customer	***Contracting Microsoft Affiliate***
Name of Entity * City of Avondale	**Microsoft Licensing, GP**
Signature *	Signature
Printed Name *	Printed Name
Printed Title *	Printed Title
Signature Date *	Signature Date (date Microsoft affiliate countersigns)
** indicates required field*	Effective Date (may be different than our signature date)

Please sign this amendment and send it with your enrollment to your reseller. Your reseller must submit it to the following address. When the amendment is fully signed, you will receive a confirming copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada USA 89511-1137

Prepared By: Nancy Zafir, Licensing Specialist

Quotation

Quote Number: **AKB09042908-R05**
Quote Expires: **Jun 30, 2009**

Andrew Baarson
Inside Account Manager
850 Asbury Drive
Buffalo Grove, IL 60089
P: (847) 465-3700
F: (866) 549-8211
Andrew_Baarson@dell.com

Customer: AZ-L CITY OF AVONDALE
Contact: Kevin Hinderleider
Customer # : 124497
Phone: (623) 333-5007
Fax:
E-mail khinderleider@avondale.org
Date of Issue: Jun 03, 2009

Remit To:

State Contract: AD050028

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Mfg #	Quantity	Unit Price	Ext. Price
VLA ENTERPRISE DESKTOP PRO LICENSE WITH SOFTWARE ASSURANCE ALL LANGUAGES		A07-00043	600	$227.05	$136,230.00
VLA ENT CAL W/SERVICES SA STEP UP FROM CORE DEVICE CAL ALL LANGUAGES		76A-00002	600	$56.81	$34,086.00
VLA ENTERPRISE DESKTOP OPTIMIZATION MONTHLY SUB FOR SA WINDOWS ALL LANGUAGES		WSB-00072	600	$5.73	$3,438.00
VLA ENTERPRISE OPERATIONS MANAGER ENT OPS MANAGEMENT L/SA ALL LANGUAGES		UAS-00302	50	$161.91	$8,095.50
VLA ENTERPRISE OPERATIONS MANAGER SERVER L/SA ALL LANGUAGES		UAR-00662	1	$217.79	$217.79
VLA ENTERPRISE CONFIGURATION MANAGER SERVER L/SA ALL LANGUAGES		J3A-00167	1	$217.07	$217.07
VLA PROMO ENTERPRISE WINDOWS SERVER ENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES		P72-04099	20	$662.85	$13,257.00

Quote Prepared By: Andrew Baarson

1) **Customer's purchase is subject to the terms and conditions of the above referenced contract.**

2) **Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers.If you have a questions re: your tax status, please contact your inside sales representative listed above.**

3) **Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted.For more information, refer to www.dell.com/environmentalfee. This applies unless this provision is specifically excluded in the above referenced contract.**

4) **All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.**

5) **Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.**

6) **Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.**

Rev. 12/20/2007

Quotation

Quote Number: **AKB09042908-R05**
Quote Expires: **Jun 30, 2009**

Andrew Baarson
Inside Account Manager
850 Asbury Drive
Buffalo Grove, IL 60089
P: (847) 465-3700
F: (866) 549-8211
Andrew_Baarson@dell.com

Notes:
PROMO PRICING
1ST YEAR ANNUAL PAYMENT
ANNUAL PAYMENT FOR
3 YR AGREEMENT

Product Sub Total	**$195,541.36**
Grand Total	**$195,541.36 USD**

Quote Prepared By: Andrew Baarson

1) **Customer's purchase is subject to the terms and conditions of the above referenced contract.**

2) **Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers.If you have a questions re: your tax status, please contact your inside sales representative listed above.**

3) **Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted.For more information, refer to www.dell.com/environmentalfee. This applies unless this provision is specifically excluded in the above referenced contract.**

4) **All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.**

5) **Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.**

6) **Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.**

Rev. 12/20/2007

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement – Lee Engineering - Traffic Operations Center and Strategic ITS Plan

MEETING DATE:
June 15, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Lee Engineering to provide design services for the Traffic Operations Center and Strategic ITS Plan in the amount of $428,739.03 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In September 2006, the City of Avondale submitted a grant application to Maricopa Association of Governments (MAG) for federal funds through the Intelligent Transportation Systems program (ITS) for the design of a Traffic Operation Center (TOC) and for Strategic Plan to update and implement the City's ITS Master Plan . The City of Avondale was awarded the grant for the project in fiscal year 2008 in an amount not to exceed $500,000 of which ADOT would reimburse the City $341,690 and the City of Avondale would provided the local match of $158,310. The grant utilizes federal funding through Congestion Mitigation and Air Quality (CMAQ) funds.

In September 2007, the City initiated a request with the State of Arizona to begin the process of drafting a contract. 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 Attorney.

On September 26, 2008, the City entered into an Intergovernmental Agreement (IGA) with the State of Arizona acting by and through the Arizona Department of Transportation (ADOT) for administering the reimbursable grant for the design of a TOC and Strategic Plan for updating and implementing the City's ITS Master Plan. The purpose of the IGA was two-fold. The IGA 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.

DISCUSSION:

The TOC 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 a key component in Avondale's plan to improve traffic congestion, decrease air pollution, and improve safety. It will also 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. Upon completion, this project will provide:

- The design for the City's Traffic Operations Center 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.

SELECTION PROCESS:

The City of Avondale published a Request for Qualifications on April 2, 2009 to provide professional services for the design of a new TOC and Strategic Plan for implementing the City's Automated Traffic Management System (ATMS) Master Plan. Staff received nine (9) Statements of Qualifications which were categorized and scored. A short list of three (3) firms was created. Presentations were held on May 14, 2009. Lee Engineering was selected as the most qualified firm for this project. Staff has contacted references and found that Lee Engineering is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Lee Engineering. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of $428,739.03 (see attached).

SCHEDULE:

Lee Engineering will complete the project in 8 months.

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. In accordance with the IGA, the City is responsible for $158,310 and any Project costs over and above the estimated Project costs. Funding for this project is available in the Traffic Engineering Division's Operating Budget Line Item No. 201-5925-00-6180.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Lee Engineering to provide design services for the Traffic Operations Center and Strategic ITS Plan in the amount of $428,739.03 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA - Lee Engineering

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of June 15, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Lee Engineering, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 09-044 "Request for Statements of Qualifications for Traffic Operations Center Design Services," as amended on April 6, 2009 by that certain Addendum No. 1 and as amended again on April 21, 2009 by that certain Addendum No. 2 (collectively, the "RFQ"), attached hereto as Exhibit A and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for design services and development of a strategic plan related to the Avondale Traffic Operations Center (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 14, 2010.

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

3. Compensation. The City shall pay Consultant a price not to exceed $428,739.03 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of

Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

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

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

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

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

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

13. Termination; Cancellation.

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

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

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

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

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default

hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

14.13 Offset.

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

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

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: (623) 333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington Street, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: (602) 340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Lee Engineering, L.L.C. 3033 North 44th Street, Suite 375 Phoenix, Arizona 85018 Facsimile: (602) 955-7349 Attn: Dave Bruggeman, PE, PTOE

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 subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S.

Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to

comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

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

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

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

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

"**City**"	"**Consultant**"
CITY OF AVONDALE, an Arizona municipal corporation	LEE ENGINEERING, L.L.C., an Arizona limited liability company
_____	By:_____
Charles P. McClendon, City Manager	
ATTEST:	Name:_____
_____	Its:_____
Carmen Martinez, City Clerk	

1043458.1

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, 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 _____, 2009, by _____ as _____ of LEE ENGINEERING, L.LC., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.LC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR TRAFFIC OPERATIONS CENTER DESIGN SERVICES

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 09-044**
Solicitation Title:	**Traffic Operations Center Design Services**
Release Date:	**March 31, 2009**
NON-MANDATORY Pre-Submittal Conference:	**April 7, 2009** **10:00 a.m.** (local time, Phoenix, Arizona) Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries	**April 9, 2009**
SOQ Deadline:	**April 21, 2009** **3:00 p.m.** (local time, Phoenix, Arizona)
Letters to Final Listed Firms:	**April 27-30, 2009**
Oral Discussions:	**May 4-7, 2009**
Target City Council Award Date:	**June 1, 2009**
City Representatives:	**Sue McDermott** **smcdermott@avondale.org** **623-333-4200** **Loretta Browning** **lbrowning@avondale.org** **623-333-2029**

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VIII.	Draft Professional Services Agreement (Exhibit C – Scope of Work)	B-1

I. RFQ PROCESS; AWARD OF AGREEMENT

1. Purpose/Scope of Work. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from qualified design teams ("Vendors") interested in providing professional services for the design of a new Traffic Operations Center ("TOC") and Strategic Plan ("Plan") for implementing the City's Automated Traffic Management System ("ATMS") Master Plan (collectively the "Project"), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C. The TOC and the Plan will address traffic signal coordination, traveler information dissemination, incident and event traffic management and an important resource for determining future infrastructure. The TOC and the Plan will be a key component in Avondale's plan to improve traffic congestion, decrease air pollution and improve safety.

The selected Vendor must have experience in design of TOCs, experience in Intelligent Transportation Systems ("ITS") and experience developing ATMS Master Plans.

2. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive SOQ. The City shall consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

2.2 Submittal Quantities. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ. In addition, interested parties must submit **one (1) original copy** of the SOQ on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the SOQ being considered non-responsive.

2.3 Required Submittal. The SOQ shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. SOQs submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The SOQ shall be a maximum of **10** (ten) pages to address the SOQ criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt**.

Failure to adhere to the page limit and size criteria and font shall size result in the SOQ being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQs will not be considered.

2.4 Vendor Responsibilities. All Vendors shall (a) examine the entire RFQ, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a SOQ and (d) submit the entire SOQ by the official SOQ Deadline. Late SOQs will not be considered. A Vendor submitting a late SOQ shall be so notified. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Deadline.

2.5 Sealed Submittals. All SOQs shall be sealed and clearly marked with the SOQ number and title**, (EN 09-044) Traffic Operations Center Design Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

2.6 Address. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the SOQ Deadline indicated on the cover page of this RFQ.

2.7 Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Deadline, a Vendor (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (email) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Deadline.

3. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the final date for inquiries indicated on the cover page of this RFQ or submitted verbally (a) at the Pre-Submittal Conference on the date indicated on the cover page of this RFQ or (b) after the Pre-Submittal Conference but before the final date for inquiries indicated on the cover page of this RFQ. In the event the City is closed on the final date for inquiries indicated on the cover page of this RFQ, the Vendor shall leave the question on the City Representative's voicemail or e-mail. Any inquiries related to this RFQ shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFQ number

and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the RFQ's Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFQ. Verbal or telephone inquiries directed to City staff prior to the Pre-Submittal Conference **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained a RFQ package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFQ.

5. Pre-Submittal Conference. A pre-submittal conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFQ. This conference may be designated as mandatory or non-mandatory on the cover page of this RFQ. Additionally, if the pre-submittal conference is designated as mandatory, failure to attend shall render that Vendor's SOQ non-responsive. Vendors are strongly encouraged to attend those pre-submittal conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFQ. Oral statements or instructions will not constitute an amendment or addendum to this RFQ. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum shall result in the SOQ being rejected as non-responsive.

6. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

7. Confidential Information. Vendors are requested not to include confidential information in the SOQ submittal. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

8. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial

Services Department. The Vendor shall provide licensure information with the SOQ. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

9. Certification. By submitting a SOQ, the Vendor certifies:

9.1 No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

9.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

9.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

9.4 No Signature/False or Misleading Statement. Failure to sign the SOQ, or signing it with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

9.5 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

10. Award of Agreement.

10.1 Evaluation. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee may also be composed of representatives from the Arizona Department of Transportation, the Maricopa Association of Governments and another Arizona City or Town. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (i) the SOQ, (ii) information provided by references and (iii) criteria outlined in this RFQ. The Selection Committee will select three (3), but no more than five (5) finalists that will be invited for oral interviews with the Selection Committee. The City will conduct the oral interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three (3) most qualified Vendors. The Selection Committee will enter into negotiations with the highest scoring Vendor

from the final list. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

10.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

10.3 Protests. Any Vendor may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

11. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Service Agreement is included herein.

II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. The Selection Committee will conduct oral interviews with at least three (3), but not more than five (5), of the highest ranked Vendors based upon the SOQ submittal scoring.

Section 1: General Information 5 pts

a. One page cover letter as described in Section I, 2.3.

b. Provide a general description of the Vendor that is proposing to provide the required services for this Project.

c. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture,

identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

d. Identify the location of the Vendor's principal office and the local work office, if different.

e. Vendor Information Form (may be attached as separate appendix).

f. Provide the Arizona professional license numbers held by the Vendor and the key personnel who will be assigned to this Project; please indicate if the individual or the vendor holds the license.

g. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and outcomes.

h. Identify any claims arising from a contract that resulted in litigation or arbitration within the last three (3) years. Briefly describe the circumstances and outcomes.

Section 2: Experience and Qualifications of the Vendor 15 pts

Provide a description of projects in which the Vendor has served as design consultants on similar successful projects for organizations or municipalities of the same size as, or larger than, the City, completed within in the last three (3) years. For each project, provide, at a minimum, the following:

a. Project description. Include details about how your project is similar to the one described in this SOQ.

b. Name of the company or organization.

c. Role of the firm.

d. Name of Project Manager for the project (state if still with the Vendor)

e. Organization name.

f. Contact name.

g. Contact address, telephone number, and e-mail address.

The above information must be current, as this information will be used to verify references. Inability by the City to verify references shall result in the SOQ's disqualification.

Section 3: Key Personnel Experience and Team Chart 25 pts

a. Provide an organizational chart showing key personnel to be involved in this Project and company affiliation.

b. Attach a brief (two page maximum) resume for each key personnel listed above. The resume should include experience in consulting projects, the home office location of key personnel and the length of time with the Vendor. At a minimum, the listed projects should include two comparable projects, location, key personnel's role, reference information and brief description of the work. Resumes may be attached as a separate appendix.

c. Provide the current capacity of key personnel's ability to maintain the schedule and budget described in the Scope of Work in the Professional Services Agreement in Exhibit C for this Project.

Section 4: Project Understanding and Approach 50 pts

a. Discuss your understanding of this Project and the Scope of Work described in the Professional Service Agreement in Exhibit C. Include major issues you have identified and how you intend to address those issues. It will be up to the Vendor to develop the degree and detail necessary to develop the preliminary infrastructure analysis.

b. Discuss your proposed Project schedule for meeting the requirements of this Project. The Project design schedule is twelve (12) months from the Notice to Proceed to final design.

Section 5: Overall Evaluation of Capability to Provide Required Services 5 pts

No response to this section is required. The Selection Committee may award points for this section after considering the 1) current capacity of the key personnel's ability to maintain the schedule and budget for this Project 2) the Vendor's experience including the complexity of similar projects and 3) the Vendor's previous work for the City.

Total Possible Points for SOQ Submittal: 100

III. ORAL INTERVIEWS; SCORING

Vendors selected for oral interviews will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the SOQs and relate more to identification of the Vendor's program approach and to an appraisal of the people who would be directly involved in this Project.

Oral Interview

5	General Information
10	Experience and Qualifications of the Vendor
15	Key Personnel Experience and Team Chart
50	Project Understanding and Approach
15	Questions and Answers
5	Overall Evaluation of Capability to Provide Required Services
100	**Total Possible Points for Oral Interview**

Total Points Possible for this RFQ: 200

IV. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING SOQ	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

CITY OF AVONDALE
ENGINEERING DEPARTMENT

REQUEST FOR STATEMENTS OF QUALIFICATIONS

TRAFFIC OPERATIONS CENTER DESIGN SERVICES
EN 09-044

Addendum No. 1

Date: April 6, 2009

From: Sue McDermott, City Representative

Subject: Addendum No. 1 to RFQ EN 09-044

SOQ Deadline: **April 30, 2009** (REVISED)**,** 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications ("SOQ") documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so shall subject the Vendor to disqualification.

This Addendum No. 1 consists of changes to the date of the Pre-Submittal Conference, the Final Date for Inquires and SOQ Deadline to Request For Qualifications No. EN 09-044 released on March 31, 2009.

ADDENDUM

1. The Non-Mandatory Pre-Submittal Conference is hereby changed to **April 16, 2009, 2:00 p.m.** (local time, Phoenix, Arizona).

2. The Final Date for Inquiries is hereby changed to **April 20, 2009**.

3. The SOQ Deadline is hereby changed to **April 30, 2009**, **3:00 p.m.** (local time, Phoenix, Arizona).

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

TRAFFIC OPERATIONS CENTER DESIGN SERVICES
EN 09-044

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, _____2009
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

END OF ADDENDUM No. 1

CITY OF AVONDALE
ENGINEERING DEPARTMENT

REQUEST FOR STATEMENTS OF QUALIFICATIONS

TRAFFIC OPERATIONS CENTER DESIGN SERVICES
EN 09-044

Addendum No. 2

Date: April 21, 2009

From: Sue McDermott, City Representative

Subject: Addendum No. 2 to RFQ EN 09-044

SOQ Deadline: **April 30, 2009,** 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications ("SOQ") documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so shall subject the Vendor to disqualification.

This Addendum No. 1 consists of changes to the date of Letters to Final Listed Firms and the dates of Oral Discussions to Request For Qualifications No. EN 09-044 released on March 31, 2009.

ADDENDUM

1. The date Letters to Final Listed Firms will be issued is hereby changed to **May 7, 2009**.

2. The dates Oral Discussions will be held are hereby changed to **May 11-14, 2009**.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

TRAFFIC OPERATIONS CENTER DESIGN SERVICES
EN 09-044

Addendum No. 2

_____, affirms that ADDENDUM No. 2 has
(Name of Vendor)
been received and that the information contained in ADDENDUM No. 2 has been incorporated in formulating the Vendor's Offer.

_____, _____2009
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

END OF ADDENDUM No. 2

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.LC.

[Consultant's SOQ]

See following pages.

3033 N. 44th Street
Suite 375
Phoenix, AZ 85018
602/955-7206 FAX 602/955-7349

LEE ENGINEERING

April 30, 2009

Ms. Sue McDermott, PE
City Engineer
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

RE: Statement of Qualifications (SOQ)
(EN 09-044) Traffic Operations Center Design Services

On behalf of the Lee Engineering team, I am pleased to submit this SOQ to the City of Avondale for the City of Avondale Traffic Operations Center Design and Strategic Plan.

Lee Engineering is a Phoenix-based firm providing services only in the focused areas of Traffic Engineering/Operations and ITS, and have served the City of Avondale staff since 2004 by providing traffic design and signal timing services. We are joined by the local public building architecture firm of Schneider Shay Pian & Pittenger Architects (SPS+), to provide spatial needs analysis and architectural design.

Lee Engineering is a limited liability corporation (LLC), and is located in Phoenix. Our Federal Tax Identification Number is 86-0910156, and we are currently a registered vendor with the City of Avondale. SPS+ would serve as a subconsultant to Lee Engineering, and is a limited liability partnership (LLP) located in Scottsdale.

Lee Engineering has never had any contracts terminated or claims resulting in litigation or arbitration.

Sincerely, as the contact person for this SOQ and authorized person of Lee Engineering to make this offer,

Dave Bruggeman, PE, PTOE
Principal
Lee Engineering, LLC
3033 N. 44th Street, Suite 375
Phoenix, AZ 85018
(602) 618-0406
dbrugg@earthlink.net

EXPERIENCE & QUALIFICATIONS OF THE VENDOR

City of Goodyear TOC Design

This Federally Funded project, completed in 2009, very similar to the City of Avondale project, provided site assessments contemplating use of existing space, space in a future building, and use of a modular building, design and layout of the TOC, including review of available technologies and brands for large-scale plasma and LCD displays, flat screen monitors, fiber-optic communications equipment, TOC and remote workstations and coordination with a separate room renovation architect conducting renovations at various city buildings. Lee Engineering staff developed all plans and specifications for all computer equipment, large screen displays, video codecs, implementation process, testing & requirements, the control console and office furniture, CCTV system central controls and 17 CCTV field installations of dome cameras.

Lee Engineering project responsibilities extended past design, into implementation, as we provided the review of equipment submittals, conducting requested observation of construction and testing, participation in weekly project meetings at ADOT Vision Field Office, and providing technical assistance in equipment installation, inspection, testing, systems integration, and other related issues, as requested.

Vendor:	Lee Engineering
Role:	Prime Consultant (Rich Semer, of RJ Engineering for fiber testing)
Project Manager:	Dave Bruggeman, PE, PTOE (Still with Vendor)
Organization:	City of Goodyear
Contact:	Luke Albert, PE, City Traffic Engineer 120 E. Western Ave., Goodyear, AZ 85338 (623) 882-7519 luke.albert@goodyearaz.gov

City of Tempe TOC Design

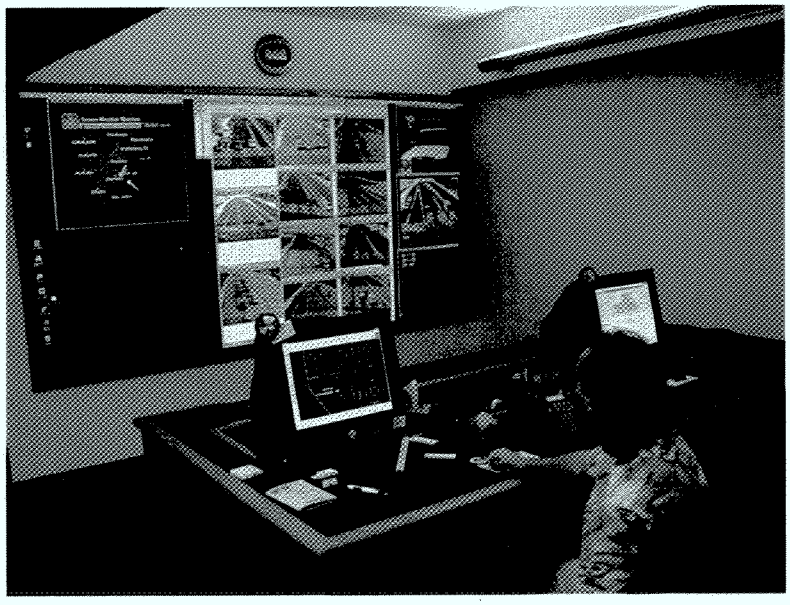
This Federally Funded project, coupled with the 2008 Metro Light Rail construction, provided coordination with the Tempe Transit Center architect for spatial needs and development, layout of the TOC, assistance in development of heating/cooling, power, security, emergency systems, fire suppression, CCTV, workspace, storage and display needs. This project offered additional challenges by coordinating with the light rail team, to organize a successful TOC within a transit center. Lee Engineering staff developed all layouts and specifications for all computer and communications equipment relocation, large screen displays, video codecs, implementation process, testing & requirements, the control console layout, and CCTV system central controls compatible with the regional video sharing architecture.

Lee Engineering project responsibilities extended past design, into implementation, as we provided the review of equipment submittals, conducting requested observation of construction and testing, participation in periodic project meetings, and providing technical assistance.

Vendor:	Lee Engineering
Role:	Prime Consultant
Project Manager:	John Prowse (Still with Vendor)
Organization:	City of Tempe
Contact:	Jim Decker, City of Tempe 945 W. Rio Salado Pkwy, Tempe, AZ 85280 (480) 350-8320 jim_decker@tempe.gov

City of Chandler TOC Design

This Federally Funded project provided coordination with the City of Chandler Architect for spatial and remodeling needs, layout of the TOC and office spaces, assistance in development of heating/cooling, power, security, emergency systems, fire suppression, CCTV, workspace, storage and display needs. Along with simultaneously designing 13 miles of fiber communications backbone to support the TOC, and 13 field CCTV sites, Lee Engineering staff developed all layouts and specifications for all computer and communications equipment, large screen displays, video codecs, implementation process, testing & requirements, the control console and office furniture, and CCTV system central controls compatible with the regional video sharing architecture. This TOC is more communications-intensive than others, as the City of Chandler brings back video from video detection cameras in addition to typical pan/tilt/zoom CCTV sites.



Lee Engineering project responsibilities extended past design, into implementation, as we provided the review of equipment submittals, conducting requested observation of

construction and testing, participation in periodic project meetings, and providing technical assistance.

Vendor:	Lee Engineering
Role:	Prime Consultant
Project Manager:	Dave Bruggeman, PE (Still with Vendor)
Organization:	City of Chandler
Contact:	Ben McCawley, City of Chandler 215 E. Buffalo St., Chandler, AZ 85225 (480) 782-3471 ben.mccawley@chandleraz.gov

City of Flagstaff Signal System - Implementation Plan
This project provided a roadmap for implementing a city-wide signal system with the mutual cooperation and inclusion of 26 city-owned traffic signals plus 27 ADOT-owned traffic signals into one joint-agency management system. Project components included development of a Communications Plan that considered multiple communications media possibilities, a design approach, and Implementation Plan that addressed what stages could be done in what year, and at what cost, including identification of agency commitments needed each year for money, equipment and personnel.

Vendor:	Lee Engineering
Role:	Prime Consultant
Project Manager:	Jim Lee, PE, Phd (Still with Vendor)
Organization:	City of Flagstaff
Contact:	Jeff Bauman, City of Flagstaff 211 W. Aspen Ave., Flagstaff, AZ. 86001 (928) 779-7651 jbauman@ci.flagstaff.az.us

KEY PERSONNEL EXPERIENCE & TEAM CHART

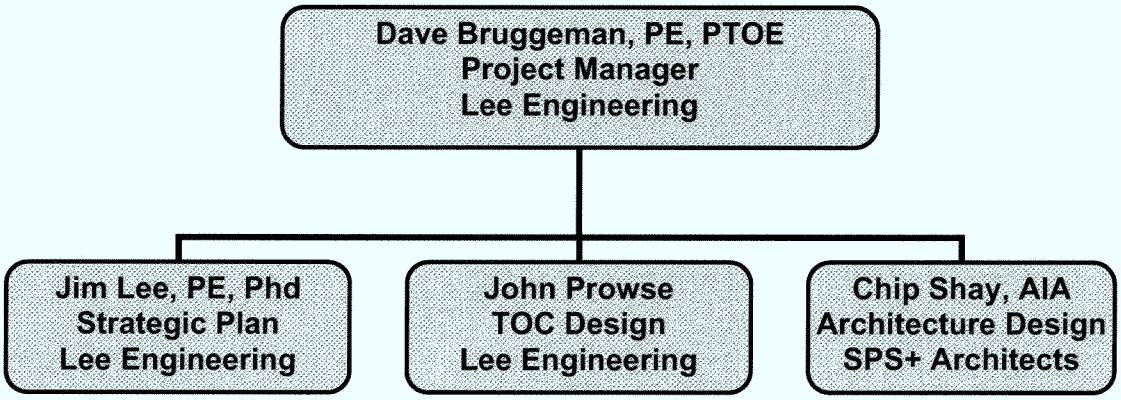
The proposed Lee Engineering project team is unique, in that it consists of three senior-level former public-sector staff who have ALL been the operators of TOCs and signal systems. All three have been responsible, from the public sector side, for development of the Strategic Plan that made these TOCs materialize.

Our team strategy is to provide a Project Manager and associated Lee staff that have designed the TOCs for Goodyear, Mesa, Chandler, Tempe, Peoria, Phoenix, MCDOT and the City of Phoenix – a number of local TOC design efforts unmatched by others, allowing knowledge of inter-agency and regional (RCN) architectures, combined with our knowledge of Avondale's Naztec StreetWise system, the existing wireless Cisco

communications system, the future envisioned fiber plan and Naztec 2070 controllers, from our work with the City of Avondale's system last year.

Our team is NOT associated with, sell or have any alliance with any signal system, video display, control console, CCTV or TOC equipment vendors, allowing space layout and guidance in equipment selection to be purely from a functional and technical standpoint, and knowing something about how Gus Woodman interfaces with the system from sitting side by side during our project last year.

Our proposed Project Manager is Dave Bruggeman, PE, PTOE, with 30 years experience (6 with Lee Engineering) solely in traffic management systems, 11 with the cities of Tucson and San Antonio. Mr. Bruggeman will be leading the TOC design, coordination with City staff and overall project management. Mr. Bruggeman has the sufficient availability to maintain progress and oversight of this project and keep it within budget through weekly team meetings, since a major project has just ended.



Jim Lee, PE, Phd, founder of Lee Engineering, has been with the firm since inception, over 20 years, and will be responsible for the Strategic Plan development. Mr. Lee lead the City of Phoenix implementation plan and was key in developing the Operation Green Light plan for the Kansas City region – a plan that resulted in the largest federally-funded multi-agency ITS program ever undertaken. Jim will be assisted by Dave Bruggeman and John Prowse, both of which were responsible for such planning efforts as public sector employees of the Cities of Tucson and Phoenix.

John Prowse, with 6, of his 20 years experience, with Lee Engineering, will assist Dave Bruggeman in equipment research, selection and specifications for the TOC. Mr. Prowse recently served in that same capacity for TOC designs for the cities of Goodyear, Mesa, Tempe, and Peoria, and also serves as the implementation coordinator at the time of construction.

Chip Shay, a Principal of SPS+ Architects, has been with his firm for over 31 years, and has conducted the architectural design of public facilities such as a 911 Call Center and Maricopa County Facilities Management Department Remodeling, all having components requiring design of air handling systems, security, communications, ADA access, and wall, floor ceiling treatments identical to those required in development of a TOC facility. Chip will be assisted by Mark Davenport, of SPS+ Architects, who brings his 10 years with the firm in public facility design experience to this project to insure fire alarm, fire suppression, HVAC/air handling systems are adequate.

Resumes of all of these team members are included in the Appendix, with references.

PROJECT UNDERSTANDING

Our team's understanding of the project is to accomplish the design of a traffic operations center (TOC) and development of a Strategic Plan (Plan) that provides a roadmap for the City of Avondale to follow in funding and implementing a comprehensive traffic management system that takes advantage of progress to date in equipment and technology, and builds onto that system to address future needs, while staying compatible with regional architecture.

Good

We understand that this is a Federally-funded project, and as such, the FHWA/ADOT process shall be honored and followed. However, the typical utility and environmental clearances will not be necessary as part of the consultant's efforts. The right-of-way clearance, also a typical requirement, is likely to hinge on whether the project results in proposing a new facility on property currently not owned by Avondale.

Public involvement elements, and Council interaction, will be dealt with by City of Avondale staff, and will not be part of the responsibilities of the consultant for this project.

We understand that although funding has been obtained for this project to deal with the evaluation of alternatives and subsequent design of a TOC, and development of a Strategic Plan, funding for subsequent implementation has not been obtained at this time. This suggests the potential for a multi-tiered design approach – for an interim low cost solution, and a long-term solution.

We understand the multiple internal and outside stakeholders issue, and are prepared to deal with them as appropriate. We have found on similar projects that the stakeholders change in number and emphasis during the course of these projects, as the design and Plan mature, and are prepared to deal with such changes as necessary.

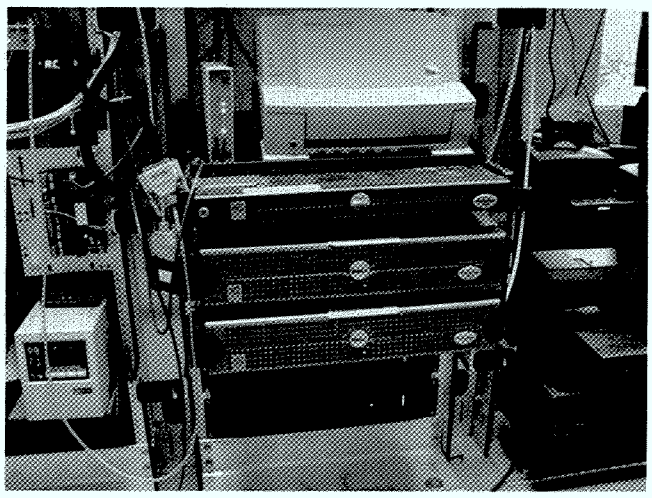
We have found that urging ADOT Local Governments Section to participate at an early level pays tremendous benefits in subsequent review coordination, and will suggest a kick-off meeting that gathers those players to the table early to set forth expectations.

PROJECT APPROACH – TOC DESIGN

Workshop Process

Having participated in the design of 7 local Phoenix area TOCs over the last 10 years, one obvious lesson learned is that despite the well-intentioned process and handbooks issued by various entities, there is no standardized approach that works in every city.

Our approach is based on conducting a series of workshops with internal, and external when appropriate, stakeholders. Workshops are limited to no more than 2 hours in length, never on consecutive days, and we find this approach provides a less formal forum, more conducive to extracting meaningful input, and gives participants a feeling of ownership of the outcome because they had a responsibility for the input process. The days between workshops allow the more ambitious participants to reflect and often times get on-line and obtain more information on the topics discussed, or discuss with peers.



Each workshop has a theme/goal, and based on our past experience, work much better than the consultant conducting an intensive interrogation of staff or "reading minds" and going back and forth with numerous iterations and reviews of documents.

Establish Needs

Having worked in the last year with your signal operations staff, we already know Avondale has a significant investment in the wireless interconnect and CCTV system, the Naztec 2070 controllers, the StreetWise system software, and has dealt with the learning curve associated with them all – suggesting one obvious direction will be to find a way to integrate the things staff likes about the existing system, what they have seen at other TOCs that they believe they need, and hear the stories we can tell from having

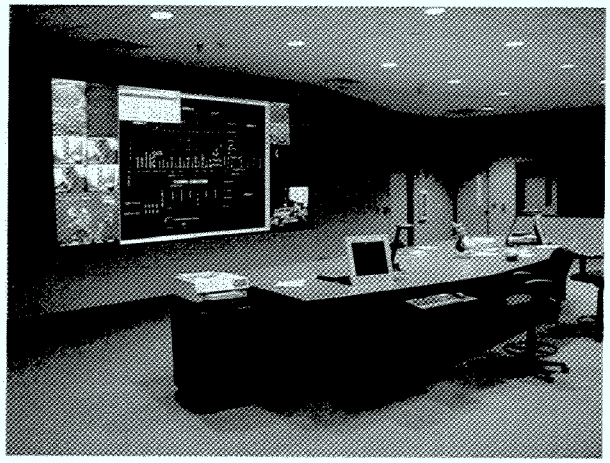
been involved in other TOC design processes, providing a "lessons learned" perspective.

Our process would be to conduct a workshop to identify "desires" vs. "needs", and offer a dialogue from our experience as to what issues and elements could/should be considered. From the universe of identified needs/desires, we will provide a numerical ranking system to them prioritize these needs/desires so staff can then make intelligent decisions on which they really need and can afford, or can defer. The result of this process is a series of bullet points or a table, with a shopping list of "must haves" and "would like to haves" based on the opportunities and constraints expressed by the stakeholders and consultant team.

We have a list of topics that is quite a bit longer than that shown in the RFQ that covers topics the operations staff may never realize need to be addressed – many of which result in site selection constraints.

Site Selection

In our project for Goodyear, after three different "final" sites being identified and then falling ineligible, site selection ultimately defined and limited the final TOC design – so as such, cannot be taken lightly. Based on the lack of specific funding and the current economic situation, it is almost certain that two scenarios are at hand. An interim, short-term solution that probably takes advantage of some existing space vs. a long-term permanent TOC space, which could be in new or existing space.



Our process will be to solicit space opportunity scenarios from City staff for existing space opportunities, based on a conceptual square footage footprint and other physical limitations to be considered (power, air handling, security, public access, etc.) and develop a list of potential existing spaces, then prioritize these based on suitability, and then investigate the real availability potential. Obvious candidates are within the existing Public Works Operations complex, City Hall, rented space, modular building or in a new building that may be proposed. All come with pros and cons, with availability and cost tending to drive decisions.

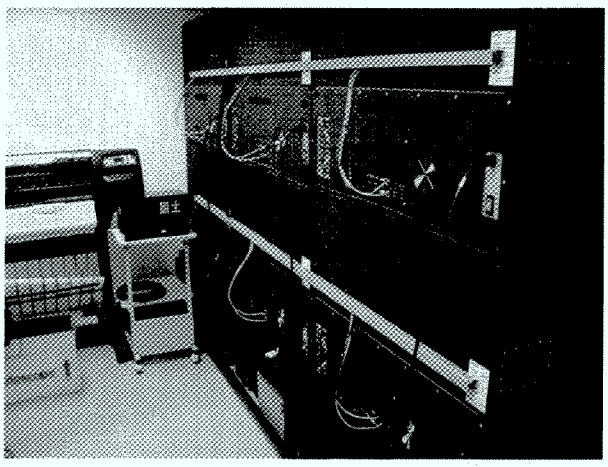
Please note we have found that space selection is by far the most complicated aspect of TOC design because obtaining enough of the right space is always tricky, and the considerations of how to get communications to the space, who will control access, who will control temperature, fire sensing and suppression (sprinkler systems are not our first

suggestion, for obvious reasons, but existing space normally has sprinklers), power needs and possibly the need for emergency power, necessary floor/wall and ceiling treatments, acoustics and security issues all come into play.

Equipment & Software Needs

As part of our workshop forum, we will explore and obtain perspective on computer and communications equipment needs/desires. Since Avondale already has a communications server for the wireless system and the existing StreetWise system, the additional server candidates include video server(s) and fiber interfaces as well as any RCN equipment envisioned for Avondale to achieve center to center communications.

The number, size and type of display units is always an exciting and engaging subject for TOC staffs, and our process is to identify the state of the art, physically see demonstrations of displays, and then discuss what makes sense for an interim and long term concept. Many video system vendors are willing to put on demonstrations, however, we have found checking user references to be more effective, as demonstrations are always staged to the benefit of the system.



One issue to be aware of is that display system technology, like computers, are a rapidly moving target, so any long term concept will ultimately require to be revisited at implementation. As probably the single most expensive component system, the video display system, inclusive of large screen displays, flat screens, video servers, interfaces to external video sharing systems, applicability/compatibility of AzTech Camera Chameleon or other control systems, and associated audio elements will be treated very carefully.

A decision will need to be made as to the reality of how evolution of the TOC will work with the Plan and funding horizons. An example of how this may affect the TOC design is that it may not be prudent to invest in space or equipment for an entire city's worth of fiber if it is not likely to become a reality during the life of any interim TOC facility.

Other equipment needs that will be topics of discussion will include elements such as video switches, codecs, telephones, radios, city intranet, fax machines, printers, storage needs, chairs, consoles, and additional computer workstations.

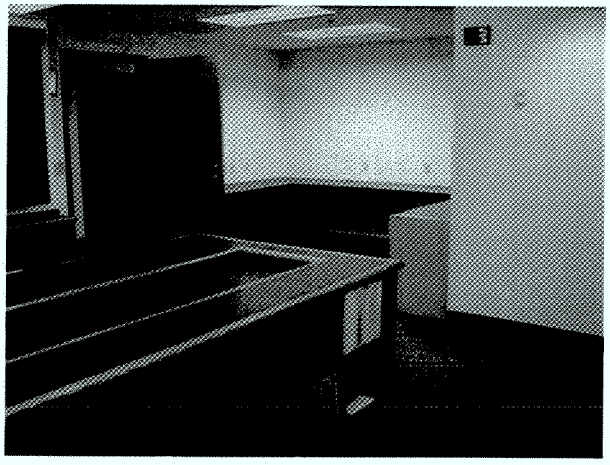
Architectural Issues

Many of the architectural issues to be addressed will come from the definition of how to provide identified needs. The workshop process will explore perceptions and needs for wall, ceiling and floor treatments – acoustics are important, lighting – to be compatible with workspace needs but not interfering with video and computer displays, additional/modified doorways, air and heat handling systems – typically NOT suitable to just be another "zone" for the building, space improvements necessary for security – buildups of walls to disallow your neighbor access via a drop ceiling, power loads, filtering and UPS support, ADA provisions, public visibility/tour accommodations, identification signing/view windows and a host of other exciting topics that are not typically considered by a TOC staff until they are reminded how they all interplay.

TOC Staffing & Maintenance

The subject of TOC staffing will be discussed and addressed by presenting a comparative scenario based on national experience, but then also one based on the Phoenix area. Typically, TOC staff are considered in a bigger picture that includes signal technicians and possible some associated support personnel, and are frequently based on a certain number and type of positions per number of signals in the field.

However, common sense may suggest that a more complicated task set for a TOC (not just the size and number of equipment) frequently justifies a different staffing template. Staffing will be influenced by days/hours of operation, but the project team will also guide staff in distinguishing between the real need and level to staff the TOC for typical operations vs. special events, such as NASCAR events at PIR. Our experience is that some agencies have a tendency to overstaff, and public officials then visit and find staff appearing to be more idle than expected because the system tends to run itself for most routine functions.



The level of maintenance burden in staffing, equipment and dollars of the overall ATMS system is more appropriate for the Plan, but, known maintenance events for the TOC equipment, typically connected to computer and video system life cycles will be identified, documented and planned for.

Costs & Funding

As the TOC scenarios develop, we will provide cost estimates for each, and recognize all are subject to repeated revisions as the TOC concepts mature. Opportunities for funding will be identified and explored, consisting of city funding opportunities and

Federal funds. Private funding options exist, but are probably not applicable due to the system investment already in place/

Schedule
Although the project states that it has a 12-month horizon, considering the scale of the City of Avondale, prior system component investment at hand, multiple scenarios, the complexity of site evaluation and selection, and mixed with the experience of conducting this process several times for other agencies over the last 10 years, we contend that the TOC Design portion of the project can probably be completed in six to ten months.

PROJECT APPROACH – STRATEGIC PLAN

Update Master Plan
The existing Master Plan was completed 3 years ago, and in that time, as with all Plans, some of the elements influencing the Plan now suggest it needs to be updated to reflect recent infrastructure and development changes/opportunities and known future opportunities.

We know there are places where empty conduit has already been installed in anticipation of future propagation of fiber, to achieve your proposed ATMS Master Plan. We also know of some potential routes to link to Goodyear and to ADOT/RCN by virtue of our work for Avondale, ADOT and Goodyear. Mixing these factors, staff input and any newly voiced goals and priorities, we will revise the Master Plan to reflect a revised/updated direction.

As development has occurred, or stalled, or is know to renew itself, such as the "City Center", the focus may shift to other areas being higher priorities. With the communications strategy changes will likely come changes in CCTV deployment and DMS deployment priorities and staging, to take advantage of these economic driven shifts. Support of traffic management to PIR events will be an important consideration.

The revised Plan will designate short/medium/long term stages with identified projects and costs, but we may also find that there could be enough opportunities present to identify an "immediate" stage that takes advantage of existing conduits and opportunities within current roadway, ADOT/RCN, other adjacent agency or development projects to start to piece together the system.

Schedule
The schedule of the Plan is proposed to start concurrent with the TOC design process schedule. There is some overlap of information from one feeding the other, but not to the point of restricting progress on either. We contend that the Plan process can be conducted and to a Draft Final stage within six months, with a Final Plan contingent on the complete definition of the long term TOC, so that it may be an element of the Plan's funding scenarios.

APPENDIX

CITY OF AVONDALE
ENGINEERING DEPARTMENT

REQUEST FOR STATEMENTS OF QUALIFICATIONS

TRAFFIC OPERATIONS CENTER DESIGN SERVICES
EN 09-044

Addendum No. 1

Date:	April 6, 2009
From:	Sue McDermott, City Representative
Subject:	Addendum No. 1 to RFQ EN 09-044
SOQ Deadline:	**April 30, 2009** (REVISED), 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications ("SOQ") documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so shall subject the Vendor to disqualification.

This Addendum No. 1 consists of changes to the date of the Pre-Submittal Conference, the Final Date for Inquires and SOQ Deadline to Request For Qualifications No. EN 09-044 released on March 31, 2009.

ADDENDUM

1. The Non-Mandatory Pre-Submittal Conference is hereby changed to **April 16, 2009, 2:00 p.m.** (local time, Phoenix, Arizona).

2. The Final Date for Inquiries is hereby changed to **April 20, 2009**.

3. The SOQ Deadline is hereby changed to **April 30, 2009**, **3:00 p.m.** (local time, Phoenix, Arizona).

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

TRAFFIC OPERATIONS CENTER DESIGN SERVICES
EN 09-044

Addendum No. 1

Lee Engineering, affirms that ADDENDUM No. 1 has
(Name of Vendor)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Signed, 4/30 2009
Date

Dave Bruggeman
Print Name

Principal
Title

Lee Engineering
Company Name

3033 N. 44th St., #375
Address

Phoenix, Az 85018
City, State, Zip Code

END OF ADDENDUM No. 1

1004982.1

CITY OF AVONDALE
ENGINEERING DEPARTMENT

REQUEST FOR STATEMENTS OF QUALIFICATIONS

TRAFFIC OPERATIONS CENTER DESIGN SERVICES
EN 09-044

Addendum No. 2

Date: April 21, 2009

From: Sue McDermott, City Representative

Subject: Addendum No. 2 to RFQ EN 09-044

SOQ Deadline: **April 30, 2009,** 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Statements of Qualifications ("SOQ") documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted SOQ. Failure to do so shall subject the Vendor to disqualification.

This Addendum No. 1 consists of changes to the date of Letters to Final Listed Firms and the dates of Oral Discussions to Request For Qualifications No. EN 09-044 released on March 31, 2009.

ADDENDUM

1. The date Letters to Final Listed Firms will be issued is hereby changed to **May 7, 2009**.

2. The dates Oral Discussions will be held are hereby changed to **May 11-14, 2009**.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR STATEMENTS OF QUALIFICATIONS

TRAFFIC OPERATIONS CENTER DESIGN SERVICES
EN 09-044

Addendum No. 2

LEE ENGINEERING, affirms that ADDENDUM No. 2 has
(Name of Vendor)
been received and that the information contained in ADDENDUM No. 2 has been incorporated in formulating the Vendor's Offer.

[signature], 4/30 2009
Signed Date

DAVE BAUGHMAN
Print Name

PRINCIPAL
Title

LEE ENGINEERING
Company Name

3033 N. 44TH ST., #375
Address

PHOENIX, AZ 85018
City, State, Zip Code

END OF ADDENDUM No. 2

IV. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

LEE Engineering
VENDOR SUBMITTING SOQ

86-0910156
FEDERAL TAX ID NUMBER

Dave Bruggeman/Principal
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

3033 N. 44TH ST., #375
ADDRESS

(602)648-0406 / (602)955-7349
TELEPHONE FAX #

Phoenix, AZ 85018
CITY STATE ZIP

4/30/09
DATE

WEB SITE: www.LEEENGINEERING.com EMAIL ADDRESS: dbrugge@earthlink.net

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? no

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

LEE ENGINEERING

Dave Bruggeman, PE, PTOE
Principal

Summary Mr. Bruggeman has over 30 years of experience in traffic engineering and ITS, with 11 of those years as a municipal Traffic Engineer. Mr. Bruggeman is a recognized expert in traffic signal design and operations, and participated in the development of the MUTCD as member of the Traffic Signals Committee. Mr. Bruggeman is known for his work in computerized traffic signal systems and communications systems, holds national registration as a Traffic Operations Engineer and is a Fellow of the Institute of Transportation Engineers. Mr. Bruggeman joined Lee Engineering in 2003, after 14 years with BRW.

Education B.S., Civil Engineering, University of Arizona, 1979
Undergraduate, Electrical Engineering, Purdue University
Management of Traffic Control Systems, FHWA

Registrations Professional Engineer in Arizona, Texas, New Mexico, Nevada, Washington,
Professional Traffic Engineer, California.
Professional Traffic Operations Engineer

Experience **Goodyear TOC Design, Goodyear, AZ:** Project Manager and Lead Design Engineer of a Federally Funded project, completed in 2009, providing site assessments contemplating use of existing space, space in a future building, and use of a modular building, design and layout of the TOC, including review of available technologies and brands for large-scale plasma and LCD displays, flat screen monitors, fiber-optic communications equipment, TOC and remote workstations and coordination with a separate room renovation architect conducting renovations at various city buildings. Developed plans and specifications for all computer equipment, large screen displays, video codecs, implementation process, testing & requirements, the control console and office furniture, CCTV system central controls and 17 CCTV field installations of dome cameras. Project responsibilities extended past design, into implementation, providing the review of equipment submittals, conducting requested observation of construction and testing, participation in weekly project meetings at ADOT Vision Field Office, and providing technical assistance in equipment installation, inspection, testing, systems integration, and other related issues, as requested.
Reference: Luke Albert, City of Goodyear (623) 882-7519

Chandler Advanced Traffic Management System, Chandler, AZ: Lead Design Engineer to develop the concept for a computerized signal control system for approximately 150 traffic signals. Lead design responsibility for design of the fiber optic communications system, and developer of the Traffic Operations Center elements design in conjunction with building renovations. The TOC design tasks included an *iCons* Traffic Management System linked to Eagle EPAC controllers, a 6-cube DLP video wall, custom-designed wood console, equipment room, communications rack system, associated office space and construction management/system integration tasks.
Reference: Ben McCawley, City of Chandler (480) 782-3471

Mesa Traffic Management Center Design, Mesa, AZ: Project Manager and Lead Design Engineer to develop the design for the Traffic Management Center elements in conjunction with building renovations to utilize the space between two existing buildings as a new TMC. The TMC design tasks included relocating an existing *iCons* Traffic Management System linked to Econolite ASC-2/2100 controllers, 15-cube DLP video wall (largest in the state of Arizona for traffic management purposes), multiple consoles, equipment room, storage room, conference room, inter-office video distribution system, communications rack system and associated office space. The design process included identification and coordination with the architect for security systems, fire suppression and detection, and wall/floor and ceiling treatments for sound absorption. The conference room was equipped to have a parallel control system, allowing porting of CCTV or control screen images.
References: Jan Seitler (now retired), Arthur Dock, City of Mesa, (480) 644-3128

MCDOT Traffic Management Center Design, Phoenix, AZ: Project Manager and Lead Design Engineer for a Traffic Management Center, in conjunction with planned building renovations. The TMC design tasks included the reuse/relocation of the existing traffic management system hardware, design of a 6-cube LCD video wall (the first such video display for traffic management purposes in Arizona), custom wood console, shelving and office space, equipment room, storage room, Operations Plan, communications rack system and associated office space. This TMC was the first TMC beyond ADOT's FMS TOC to be constructed in the Phoenix area, and is still in use, with updated video screens.
Reference: Don Wiltshire (now retired)

Operation Green Light, Kansas City Region, MO, KS: Project Manager for development of a regional traffic management system feasibility and implementation study to identify needs and solutions for a traffic management system to control over 2,000 traffic signals in the Kansas City region, operated by two state DOT's and 13 local jurisdictions. Project elements included conducting user group workshops over a two year period, development of a Communications Plan, an Implementation Plan, an development of scopes of work for system integrators and suppliers. The first phase of implementation was funded at a $7.5 million level, and subsequent phases will require an additional $5 - $10 million. This program has since become the largest federally sponsored multi-agency ITS program ever undertaken in the US.
Reference: Ron Achelpohl, Mid-America Reg. Council, (816) 474-4240, Ext. 8327

Flagstaff Signal System – Implementation Plan, Flagstaff, AZ: Serving on a multi-consultant team, prior to joining Lee Engineering, evaluated the needs and helped develop the concept for a regional traffic management system for an urban area with approximately 60 traffic signals operated jointly by the City of Flagstaff and the Arizona Department of Transportation. The resulting system concept provided a fiber optic communications Implementation Plan, future CCTV, emergency vehicle preemption, GPS time sources to outlying signals and connections to two agencys' proposed traffic management centers. Subsequent tasks performed by Dave Bruggeman involved development and the field installation of coordinated signal timings in 56 controllers.

Affiliations

Institute of Transportation Engineers, Fellow
ITS Council, ITE
Charter Member/Past President, ITS Arizona
Associate Member, Transportation Research Board

LEE ENGINEERING

Jim C. Lee, PE, PhD
Principal

Summary Dr. Lee is the founder of Lee Engineering, L.L.C., with over 36 years experience in the field of traffic engineering and transportation planning. His unusual combination of education and experience makes him uniquely qualified for many transportation planning and traffic engineering projects.

Education Ph.D., Civil Engineering, University of Oklahoma, 1979
M. Eng., Civil Engineering, Pennsylvania State University, 1969
B.S., Civil Engineering, University of New Mexico, 1967

Registration Professional Engineer in Arizona, Colorado, Nevada, New Mexico and Oklahoma

Experience **Albuquerque ATMS Feasibility Study, Design and Timing -** Project Manager on this project that included a feasibility study, developing a master communications plan, working with the City's Technical Advisory Committee prepare functional specifications for a new ATMS to replace the City's two Multisonics VMS 330 systems in a staged manner as funds become available. The project has included design of new signals, communication, dynamic message signs, bus rapid transit priority as well as the traffic management center hardware. We are now designing Phase 11 while Phase 9 is under construction. Phase 10, ongoing, provides a communications inventory and OSP fiber route & splicing inventory database system. *Reference: Mathew Yannoni, City of Albuquerque, (505) 291-6221*

Phoenix Signal System Economic/Feasibility Study - Project Manager for a study to recommend a central computerized signal system and strategic implementation plan to replace the City's 20 year old UTCS system, and the subsequent design of a new distributed intelligence signal system for the 900 signalized intersections in Phoenix, Arizona. This concept uses the intelligence of NEMA TS 2 controllers with NTCIP protocol for communication. Fiber optics cable was designed for the downtown area with CCTV cameras at four strategic locations around the Chase Ballpark and US Airways arena areas, and was the first large-scale implementation of NTCIP protocol in the US.
Reference: Joel Havris, City of Phoenix, (602) 262-6284

Mid-America Regional Council ATMS Feasibility Study - Project Manager on Lee Engineering subcontract to Dave Bruggeman, when he was at BRW, to develop a phased implementation plan to achieve coordinated traffic signal operation across jurisdictional boundaries in the Kansas City area. Worked with a Technical Committee representing 15 agencies in two states. This project resulted in a Regional Plan for implementation of a region-wide traffic management system, named Operation Green Light – the largest ever federally-funded ITS effort.
Reference: Ron Achelpohl, Mid-America Reg. Council, (816) 474-4240, Ext. 8327

Publications *Comparative Analysis of Leading and Lagging Left Turns*, Arizona Department of Transportation, August 1991.

"An Operational Comparison of Leading and Lagging Left Turns," Paper presented to the 72nd Annual Meeting of the Transportation Research Board, January 1993.

LEE ENGINEERING

John Prowse

Summary Mr. Prowse has over 20 years of experience in the traffic management technology business. Mr. Prowse has 15 years of experience with the City of Phoenix, as a city employee, Mr. Prowse was responsible for traffic signal operations, signal timing/coordination and represented the City in traffic signal litigation cases. Mr. Prowse has lead the design of various projects, including being especially experienced in CCTV and fiber optic communications and codecs systems. Mr. Prowse has designed communications systems utilizing other media, including wireless, copper and leased line low and high-bandwidth.

Education: Traffic Engineering / *Arizona State University*
GIS/Video Imagery / *Arizona State University*
Video Technologies / *Arizona State University*
Traffic Engineering / *Northwestern University*
Electronic Technology / *Phoenix Institute of Technology*

Experience: **City of Tempe TOC:** Lead designer for this Federally Funded project, coupled with the 2008 Metro Light Rail construction, provided coordination with the Tempe Transit Center architect for spatial needs and development, layout of the TOC, assistance in development of heating/cooling, power, security, emergency systems, fire suppression, CCTV, workspace, storage and display needs. This project offered additional challenges by coordinating with the light rail team, to organize a successful TOC within a transit center. Mr. Prowse developed all layouts and specifications for all computer and communications equipment relocation, large screen displays, video codecs, implementation process, testing & requirements, the control console layout CCTV system central controls compatible with the regional video sharing architecture. Project responsibilities extended past design, into implementation, as we provided the review of equipment submittals, conducting requested observation of construction and testing, participation in periodic project meetings, and providing technical assistance
Reference: Jim Decker, City of Tempe (480) 350-8320

City of Peoria TOC: Lead designer for this Federally Funded project, provided coordination with the City of Peoria Architect for spatial and remodeling needs, layout of the TOC and office spaces, assistance in development of heating/cooling, power, security, emergency systems, fire suppression, CCTV, workspace, storage and display needs. Lee Engineering staff developed all layouts and specifications for all new additional computer and communications equipment, plan for relocating existing system, large screen displays, video codecs, implementation process, testing & requirements, the control console and office furniture, and CCTV system central controls compatible with the regional video sharing architecture. Project responsibilities extended past design, into implementation, as we provided the review of equipment submittals, conducting requested observation of construction and testing, participation in periodic project meetings, and providing technical assistance.
Reference: Ron Amaya, City of Peoria (623) 773-7602

Affiliations ITS Arizona
Former Member, AzTech Model Deployment Technical Oversight Committee
NTCIP Case Studies Committee
NTCIP Working Group

HOWELL (Chip) L. SHAY
PRINCIPAL
SPS + ARCHITECTS, LLP
SCHNEIDER SHAY PIAN & PITTENGER ARCHITECTS L.L.P.
8681 E Via de Negocio
Scottsdale, Arizona 85258
Ph: 480.991.0800 | Fax: 480.991.2623

Education:

Bachelors of Art, University of Pennsylvania – 1966
Bachelor of Architecture, Arizona State University - 1970

Active Registration:

1974 Architecture-Arizona No. 9457
1986 N.C.A.R.B. No. 33055

Professional Affiliations:

Current Board Member – Arizona State Board of Technical Registration
American Institute of Architects (AIA)
Foundation Recipient – Arizona Architects medal

Chip is one of the four partners at SPS+ Architects and has been a key member of the firm for 31 years. His work experience is very extensive in the State of Arizona over different rural areas and cities, with nearly 40 years in the design of some 1600 new and remodeled community, public school, college and university projects. His most recent projects include Center for the Arts at Safford Unified School District and Northland Pioneer College Center Building in Holbrook, numerous Maricopa County, Maricopa County Community College District, the City of Scottsdale, Arizona State University projects. Chip's expertise is in acoustic design, architectural design, programming, estimating, working drawings, specification writing, building code analysis, contract administration, and field supervision.

Project Experience:

Town of Buckeye 911 Call Center - *Project Architect*
This 2285 square foot remodel project, which is scheduled for completion in Spring 2009, required the replacement of all of the Towns emergency communication systems, and personnel offices and computer rooms, which had to remain in operation 24 hours a day, 7 days a week, during the entire remodeling project. The project featured expanding and upgrading the electrical service entrance system, electrical panels and emergency generator, air conditioning system, reconfiguring interior partitions and replacing various floor, wall and ceiling finishes.

Reference:

Chris Williams
423 Arizona Eastern Avenue
Buckeye, AZ 85326
Ph: (623) 349-6801

Maricopa County Facilities Management Department Remodeling – *Project Architect*
This project was a multi-phased construction awarded to a single contractor under a design-bid- build project delivery method, for $2,436,000. The project was constructed under a building permit issued by the City of Phoenix and designed to accommodate many components

1. Expand the existing 23,840 s.f. building to the east, north and west to a new 32,290 s.f.
2. Remove salvage and reinstall the existing two story storefront system to allow for the building expansion
3. Provide temporary office space with full air conditioning, power and communication systems to allow for the housing half of the existing staff office in the adjacent garage.
4. The temporary space was design to be occupied into the indefinite future by various private project management companies and county departments
5. Phase construction into three periods so half of the existing staff could continue to occupy the primary office space at any given time, and they all could be in the same building at all times
6. Reconstruct and expand the existing air conditioning system which had not been designed to accommodate the occupant loads nor the outside heating and cooling loads. This was accomplished while the building was fully occupied.
7. Provide new hard wall supervisor and security offices, conference rooms, meeting and break rooms, provide 48 open or flexible offices using systems furniture from different manufactures which could also be used a showroom type space for other County Departments to view furniture options.
8. Remodel toilet rooms to conform to ADA and to accommodate the new building plan
9. Redesign former shop and storage spaces and convert them into finished offices
10. Provide a new computer and communication raceway raised floor system.

Reference:

Janice Bowie
401 West Jefferson Street
Phoenix AZ 85003
Ph: (602) 506-8164

MARK A. DAVENPORT
ASSOCIATE
SPS + ARCHITECTS, LLP
SCHNEIDER SHAY PIAN & PITTENGER ARCHITECTS L.L.P.
8681 E Via de Negocio
Scottsdale, Arizona 85258
Ph: 480.991.0800 | Fax: 480.991.2623

Education:

Bachelors of Science in Architecture, Arizona State University - 2000

Active Registration:

State of Arizona No. 45840
CEFPI No. 30920

Professional Affiliations:

American Institute of Architects (AIA)
Council for Education Facility Planners International (CEFPI)
LEED© Accredited Professional

Mark joined SPS+ Architects in 1999, and became an associate in 2007. Mark's experience includes work for private, public and educational clients. He has been an important team member on various projects including the Piñon High School Additions and Renovations which included the new Auto Tech Building, where he participated as the project architect, the Red Rock Elementary School, as well as several municipal projects for City of Phoenix, City of Scottsdale, Maricopa County and ADOA. During his time at SPS+, Mark has demonstrated an excellent work ethic and leadership skills.

Mark has experience in different construction delivery methods for each one of the projects that he participated in, including design-bid-build, design-build and CM@Risk. During his time in these projects he was in charge of providing team coordination, including client, architect and consultants, providing direction towards the production of construction documents, and assisting in envisioning the clients goals for the project.

Project Experience:

Piñon High School Remodeling – *Project Architect*
The 26,500 SF addition to the High School includes science lab, computer labs, district technology center, special programs and general classrooms, wrestling room training, and security center at the main entry of the campus. During the MPI project's design, SPS+ planned for future projects in the area including practice gym, auditorium, and natatorium.

Reference:

Larry Wallen, Superintendent
Piñon Unified School District No. 4
PO Box 839 (1 mile N. Hwy 41)
Piñon, Arizona 86510
Ph: (928) 725-3450

***Corona del Sol** – Project Architect*

A complete HVAC retrofit of the existing Corona del Sol High School, totaling over 400,000 square feet (with over 2800 students and 120 teachers). Consisting of a complete analysis of existing systems (communications, fire alarm, fire sprinklers, electrical, EMS and HVAC) that have been in place ranging from the late 1970's to additions from the early 2000's, we were tasked with bringing the entire school up to current HVAC fresh air requirements. Compiled with funding problems, we were able to schedule (including Design, Construction and Value Analysis simultaneously) around the students to complete this work in the following major phases: Phase 1 – Chiller Replacement, Phase 2 - Piping Loop Replacement, Phase 3 - Major Electrical Upgrades, Phase 4a - Classroom Wing Retrofit, Phase 4b - Specialty Areas Retrofit and Phase 5 - Reroofing. The project totals over $17 million and is scheduled to be complete by the end of 2009. Preliminary Air testing results indicate that our work is successful in providing a quality environment for the students.

Reference:

Bob Anderson, Facilities Director
Tempe Union High School District
500 W. Guadalupe
Tempe, AZ 85283
Ph: (480-839-0292)

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.LC.

[Scope of Work]

See following pages.

SCOPE OF WORK

City of Avondale

Traffic Operations Center Design & Strategic Plan

May 28, 2009

Task 1 – Identification of General TOC Needs

1. In mutual effort with City staff, develop a list of project stakeholders representing a universal set of potential participants from agencies and sources suggested by the City and project design team. The stakeholders list may contain participants for only specific topic areas of the project, and others may be identified as participants and reviewers of the entire process.

2. Organize and conduct project workshop for "Identification of Needs", at a facility provided by the City of Avondale, to provide project background/goals/objectives to the stakeholders, and discuss and identify TOC needs. The workshop will require some City staff participation to provide project background and a perspective of existing traffic control system to date. The design team will then lead discussions on a list of TOC topics to assist the discussion of TOC needs, in the context of City vision, compatibility with regional framework, and consistency with National Architecture. The goal will be to identify a high level list of needs, and attempt to organize between "needs", "must haves" and "desires" with a prioritization process. The discussion will attempt to identify a target "life" of an interim TOC and anticipated target of implementation of an ultimate TOC, for planning perspective purposes. In the event the workshop does not obtain closure on needs identification, consideration will be given to an additional workshop or determination if a more focused City/design team meeting will be more effective in completing the needs prioritization.

3. Document the workshop process and outcome in a Technical Memo, and distribute to attendees for review and opportunity for additional input.

Task 2 – Match General TOC Needs to Architectural Opportunities/Constraints

1. The project architecture team will take the results of the "needs" workshop and give a high-level critique of issues and items that have implications on the architectural aspects of the space that would house a TOC.

2. Identify architectural opportunities and constraints of the "needs" priorities based on two situations: an interim TOC that makes use of existing space, and an ultimate TOC that makes use of new space, sized and configured specially for the TOC. Identify issues that cause concern or have costly implications, versus issues that can be dealt with economically, despite location. Identify issues that have variation, depending on location or scale of implementation.

3. Document critique process with a Technical Memorandum that lists the various architectural considerations, with comments or issues that must be considered in matching the architectural considerations to implementation space (existing or new). It is recognized that at this stage, TOC equipment has not been completely sized or quantified, but is intended to be a high-level red flag exercise to identify any obvious issues that will negatively influence matching space and equipment needs to the reality of the ability to implement from architectural constraints or cost factors to achieve architectural improvements being impractically large if pursued.

Task 3 – Identify Specific TOC Equipment

1. Identify appropriate stakeholders for determining specific TOC equipment and systems. Organize and conduct a design workshop, at a city-furnished facility, to discuss specific equipment and system needs of the interim and ultimate TOC configurations. Topics of discussion will include range of choices for various equipment and systems, and will reflect existing and future vision and architectural implications from the design team's architectural participants.

    - Traffic Signal Management System
    - User/Workstation Quantity & Location
    - Consoles/Desks
    - CCTV Management & Control
    - DMS Management & Control
    - Data Display Systems
    - Video Display Systems/Recording
    - Audio Systems
    - Office Systems/Furniture
    - Printers/Computers/Servers
    - External Media Inputs
    - Communications Systems/Hardware
    - Intranet/Interagency Connections
    - Security of Systems
    - Storage Needs

2. Document TOC specific equipment workshop process and decisions in a Technical Memorandum that captures "must have" and "desired" specific equipment, distinguishing which are appropriate for an interim and/or ultimate TOC configuration. Identify order of magnitude costs, in order that subsequent decisions may be made if budget constraints require shifting of equipment between the two TOC scenarios.

Task 4 – Identify Specific Architectural/Space Requirements/Limitations

1. Identify appropriate stakeholders for determining specific architectural and space requirements and opportunities. Organize and conduct a design workshop, at a city-furnished facility, to discuss how the specific equipment workshop results dictate and relate to specific architectural design elements of the interim and ultimate TOC configurations. Topics of discussion will include:

    - Minimum Space Needs based on Equipment Needs
    - Other Space Desires (Storage, Conference, Rest Room, Break Areas, Reception)
    - Potential Available Locations
    - New Space Implications
    - Fire Detection/Suppression
    - Air Handling/Control
    - Lighting
    - Acoustics
    - Wall/Floor/Ceiling Treatments
    - Security of Space
    - Structural Modifications/Requirements

2. Document the specific architectural and space requirements workshop process and decisions in a Technical Memorandum that captures "must have" and "desired" space needs and implications, distinguishing which are appropriate for an interim and/or ultimate TOC configuration. Identify order of magnitude costs, in order that subsequent decisions may be made if budget constraints require shifting of equipment between the two TOC scenarios.

Task 5 – Specific Site Analysis/Preliminary Layouts

1. Based on the combination of the results of the specific equipment and the specific space needs workshops, confer with City staff to identify up to two existing spaces for a more detailed analysis of an interim TOC.

2. Develop conceptual layouts of how the TOC components would lay out in the available interim spaces, given existing space or City-identified expansion opportunities. Layouts will be a plan view showing locations of equipment, consoles, and other features.

3. Develop conceptual layout of how the TOC components would lay out in an ultimate new space, assuming unconfined area or a square footage limit dictated by City staff before initiating the layout. Layouts will be a plan view showing locations of equipment, consoles, and other features.

4. Develop order of magnitude costs for TOC equipment and the architectural improvements/remodel of the two interim sites. Develop order of magnitude costs for TOC equipment and construction of the ultimate site, providing assumptions of other building costs if determined to be a component of a new building constructed for other purposes but simply using assigned space within the new building (differential cost between standard office use and TOC use).

5. Conduct a design workshop with appropriate stakeholders and city staff to prioritize and determine favored option. Confer with the Strategic Plan team regarding funding opportunities and potentials.

Task 6 – Refined Design

1. Based on the selected site for the interim TOC, refine design to respond to the specifics of the selected interim TOC site, developing equipment lists, layouts for positioning and connecting equipment, remodeling elements of the space, plans, specifications and cost estimates adequate to construct the interim TOC in the given site. Recognizing the use of Federal funds, plan documents shall be on 22 by 36 inch format plans, and specifications shall be in ADOT format, or other format approved by ADOT Local Governments. (The ultimate TOC scenario will remain at the concept level of Task 5, assuming seeking of funding will require refinement of design at a later date.)

2. Submit design to the City Project Manager for distribution to stakeholders for review and comment as appropriate. The design team will provide five sets of all documents. The City will be responsible for additional reproduction beyond the five sets, if more are required.

3. Respond to preliminary design comments in a comment review discussion at the City of Avondale, seeking clarification, guidance, and negotiating resolutions as necessary.

4. Revise design documents to reflect resolutions of comments from the design review and finalize design documents.

Task 7 – Strategic Plan

1. Interview City staff to determine and inventory ATMS elements installed since the Plan was initially issued. Obtain information from City staff on currently existing and near-term guaranteed installation of traffic signals, DMS, CCTV and communications infrastructure elements.

2. Interview City staff to gather input on recent and future known City goals and objectives for ATMS, affecting and influencing the future direction of an ATMS Strategic Plan. Determine issues of regional influence or of neighboring jurisdictions (ADOT, MCDOT, Goodyear, Litchfield Park, etc.) that may impact the Avondale Plan, interviewing other agencies as appropriate.

3. Determine and document changes to the existing Plan exhibit, adding or revising elements in response to existing elements already installed, known guaranteed near-term installations, future growth, change in City priorities, regional ATMS planning, the RCN, implications on event traffic at Phoenix International Raceway, and other factors influencing the Plan.

4. Obtain MAG traffic projections for 2015, 2020, and 2025. Use these projections to predict approximate dates for new traffic signal installations. Although they will not be exact, those planning level dates will provide a better estimate than other methods. The combination of traffic projections and future signal installations can then be used to prioritize other ITS devices, including conduit and fiber needs.

5. Review existing elements and the Draft proposed Plan exhibit revisions with City staff, discussing appropriate revisions and City staff input on what they view as priorities as input into the categorization into short, medium and long-term Plan elements, with associated planning-level costs. Include the interim and ultimate TOC constructions as an element of the Plan. Develop Strategic Plan text as a Draft Strategic Plan document and submit to City staff for review.

6. Revise the Plan exhibit and text as appropriate, and resort projects and elements into the short, medium and long-term Plan scenarios, if necessary.

7. Identify funding opportunities from known City, Federal and traditional funding sources as well an innovative sources from economic stimulus programs, Homeland Security or other new funding opportunities. Investigate whether bond sources or private sources of funding may be available or appropriate. Investigate and identify funding opportunities in partnership with other agencies.

8. Review the revised Plan exhibit and text, and Draft short, medium and long-term Plan strategies with City staff. Discuss and determine adjustment necessary based on staff review, and revise the Plan accordingly into a Final version.

9. Provide the City of Avondale 15 bound color copies of the Plan document. Provide a CD/DVD containing the Plans as a Word file and as a printable PDF for future use and reproduction.

SCHEDULE

TOC Design:

Project Start	Start of Month 1
TOC Concepts Defined, Site Selection	End of Month 5
Submit Draft Interim & Ultimate TOC Layouts	End of Month 6
Review, Revise & Refine	Months 7 & 8
Submit Final TOC Documents	End of Month 8

Strategic Plan:

Project Start	Start of Month 1
Submittal of Draft Exhibit	End of Month 2
Review, Revise & Refine	Months 3 & 4
Submittal of Draft Plan	End of Month 4
Review, Revise & Refine	Month 5
Submittal of Final Plan	End of Month 6

(Submittal of Final Strategic Plan is contingent upon progress of site selection and costing of the selected interim and ultimate TOCs)

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.LC.

[Fee Proposal]

See following page.

Avondale TOC Design & Strategic Plan
Avondale, AZ
May 28, 2009

TASK	Project Principal Jim Lee, PE, Phd	Project Manager Dave Bruggeman, PE	Project Engineer Brennan Kidd, PE	Engineer/Designer John Prowse	Admin Support	TOTAL
Task 1 - Identification of General TOC Needs						
Prepare & Conduct Workshop	4	20		10	2	36
Documentation		8				8
Task 2 - Match General TOC Needs to Arch						
Prepare & Conduct Workshop		20		10	2	32
Documentation		8				8
Task 3 - Identification of Specific TOC Eqpt						
Prepare & Conduct Workshops (Multiple)	10	60		54	4	128
Documentation		28				28
Task 4 - Identify Specific Arch/Space Req/Limitations						
Prepare & Conduct Workshop (Lee Engineering Participation)		32		10	2	44
Documentation (Lee Engineering portion)		10				10
Task 5 - Specific Site Analysis/Preliminary Layouts						
Identify, Field Visit & Assess Specific Sites		8		8	1	17
Develop Layouts (Lee Engineering portions)	4	48		60	2	114
Cost Estimates (Lee Engineering portions)	4	44		44	2	94
Prepare & Conduct Workshop (Lee Engineering Participation)	4	18		6		28
Documentation (Lee Engineering portion)		10			2	12
Task 6 - Refined Design						
Develop Plan Sheets - Selected Site	4	92		72		168
Equipment & ADOT Specifcations	4	44		32	4	84
Cost Estimates (Lee Engineering Portions)	2	15		28	2	47
Integrate Architectural Elements from SPS+		20		10	4	34
Task 7 - Strategic Plan						
Interview Staff, Compile Exist Elements & Known Fut Elements	24		24			48
Determine and Develop Plan Exhibit Update	24		72			96
Revise Exhibit and Develop Draft Plan Text with S, M and L Costs	32		66			98
Identify Funding Opportunities /Constraints	44					44
Revise & Finalize Strategic Plan	24		32			56
Project Administration/Billing					15	15
TASK TOTAL	**184**	**485**	**194**	**344**	**42**	**1249**

TOTAL PROJECT HOUR ESTIMATE:	**184**	**485**	**194**	**344**	**42**	**1249**
HOURLY RATE:	$ 75.00	$ 75.00	$ 52.00	$ 50.00	$ 25.00	
TOTAL LABOR ESTIMATE:	**$ 13,800.00**	**$ 36,375.00**	**$ 10,088.00**	**$ 17,200.00**	**$ 1,050.00**	

Labor Subtotal:	**$**	**78,513.00**
Overhead at 178.13%	**$**	**139,855.21**
	$	**218,368.21**
Fee @ 10%	**$**	**21,836.82**
TOTAL LABOR:	**$**	**240,205.03**

DIRECT EXPENSES:		**Rate**	**Qty**	**Total**
	Mileage	$0.445	1,200	$534.00
	SPS+ Architects	$84,000.00	1	$84,000.00
	Allowance	$100,000.00	1	$100,000.00
	Reproduction	$4,000.00	1	$4,000.00

TOTAL DIRECT EXPENSES: $188,534.00

TOTAL PROJECT COST ESTIMATE: $ 428,739.03

NOTE: The "Allowance" item is for use in evaluating an additional site that may be suggested or iddentified after selection of a "preferred site" for either an interim or ultimate TOC facility. The Allowance item can only be used if authorized and so directed by the City of Avondale.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2836-609 - Application submittal and acceptance of grant funding from GOHS for Police Department D.U.I. Overtime Grant 2010

MEETING DATE:
June 15, 2009

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 the submittal and acceptance of a grant in the amount of $65,000 for the Avondale Police Department's Driving Under the Influence Task Force overtime through the Governor's Office of Highway Safety Program.

BACKGROUND:

During the time from July 1, 2008 to May 31, 2009, the Avondale Police Department has investigated 1,461 reportable collisions, 10 were alcohol related non injury, 6 were alcohol related with injuries, and 2 collisions resulted in fatalities. During the same time frame, the Avondale Police Department arrested approximately 141 drivers for D.U.I. related offenses. The Avondale Police Department is committed to keeping Avondale residents safe and has no tolerance for impaired driving and will strive to remove those impaired drivers from the road.

DISCUSSION:

Without further funding Avondale Police Officers will be extremely limited in the amount of dedicated enforcement that would be conducted for the next fiscal year. This grant funding will be used to help support the need for dedicated enforcement during D.U.I. enforcement activities.

The Avondale Police Department depleted $34,700 of the awarded $50,000 in grant money for overtime, which was awarded by the Governor's Office of Highway Safety for fiscal year 2008-2009. In addition to the funds received from the Governor's Office of Highway Safety, a grant was obtained from the Oversight Council in the amount of $32,500.This money will be depleted by September 30, 2009. The requested grant funding is needed to continue the overtime services that will take place for the rest of this fiscal year.

BUDGETARY IMPACT:

The City of Avondale Police Department is requesting permission to accept grant funds for $65,000 to provide for D.U.I. related overtime. There are no match requirements for this grant. The Police Department has received internal approval for submitting this grant from the Risk Management Division, Finance Division and Police Chief Kotsur.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submittal and acceptance of a grant in the amount of $65,000, for the Avondale Police Department's Driving Under the Influence Task Force overtime through the Governor's Office of Highway Safety Program.

ATTACHMENTS:

Click to download

- Resolution 2836-609

RESOLUTION NO. 2836-609

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2010 GOVERNOR'S OFFICE OF HIGHWAY SAFETY PLAN.

WHEREAS, the Governor's Office of Highway Safety (the "GOHS") is seeking proposals from state and local agencies relating to all aspects of highway safety; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to submit projects to be considered by the GOHS for funding in the form of reimbursable grants.

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

SECTION 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. That the City Council hereby approves the submission of projects to the GOHS for consideration in Arizona's 2010 Governor's Office Highway Safety Plan (the "Grant Applications").

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 Grant Applications and any resulting grants 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, June 15, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2835-609 - Amendment to the Intergovernmental Agreement with Maricopa County Human Services for Special Transportation Services

MEETING DATE:
June 15, 2009

TO: Mayor and Council

FROM: Kristen Taylor, Transit Management Assistant (623)333-1030

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution authorizing an amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department Special Transportation Service (STS) Program for FY 2008-2009 in the amount of $8,000.

BACKGROUND:

The City of Avondale has contracted with the Maricopa County Human Services Department for transportation services for over twenty (20) years. The STS program provides assisted, door-to-door, advance reservation transportation to elderly, low-income, and persons with disabilities at no cost to the user. Trip destinations include medical/dialysis appointments, social service trips, prescription pick-up and adult day-care. Previously the service also provided trips for shopping, personal errands, and social or recreational trips.

This will be the last amendment to this IGA as STS is discontinuing service as of July 1, 2009. The City of Avondale is working to move all of the STS clients to either the Southwest Valley Dial-a-Ride or the City's Taxi Program.

DISCUSSION:

Staff implemented restrictions on the service in July 2008 and are now only providing trips for medical, dialysis, social service, adult day care and prescription pick-up. Staff has also seen a steady increase in citizens using the STS service. The City of Avondale also started a Taxi Program in July 2008 that has not had the response that staff was expecting. Staff will continue to work on this program to give residents more mobility options.

BUDGETARY IMPACT:

The Transit Division budget can absorb the $8,000 needed to continue with STS service through Fiscal Year 2009.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing an amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department Special Transportation Service (STS) Program for FY 2008-2009 in the amount of $8,000.

ATTACHMENTS:

Click to download

Resolution 2835-609

RESOLUTION NO. 2835-609

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR SPECIAL TRANSPORTATION SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the Third Amendment to the Intergovernmental Agreement between the City of Avondale and Maricopa County relating to funding for special transportation services for senior citizens and handicapped individuals (the "Third Amendment") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Third Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, June 15, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2835-609

[Third Amendment]

See following page.

CONTRACT NO. C-22-09-104-M-00 **Amendment 3**

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
Administered By Its
THE HUMAN SERVICES DEPARTMENT
And
THE CITY OF AVONDALE

I. The purpose of this Amendment is to increase the funding for FY 2009 by $8,000 (from $50,000 to $58,000).

II. The effective date for this Amendment shall be when approved by the Maricopa County Board of Supervisors through June 30, 2009.

III. The foregoing paragraphs contain all changes made by this Amendment. All other terms and conditions of the original contract remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment.

Approved by:

TOWN:
CITY OF AVONDALE

_____
Authorized Signature

Date:_____

Approved by:

CONTRACTOR:
MARICOPA COUNTY

_____

Chairman
Board of Supervisors

Date:_____

Approved as to form:

_____
Roberto Pulver,
Maricopa County Deputy Attorney

_____
Clerk of the Board

CITY COUNCIL REPORT

SUBJECT:
Resolution 2834-609 - Intergovernmental Agreement with Regional Public Transit Authority (RPTA) for FY2008-2010 Transit and ADA Services

MEETING DATE:
June 15, 2009

TO: Mayor and Council

FROM: Kristen Taylor, Transit Management Assistant (623)333-1030

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement with the Regional Public Transit Authority (RPTA) for FY 08, FY 09 and FY10 Transit and ADA Paratransit Services.

BACKGROUND:

This IGA provides funding through the RPTA for the 685 Gila Bend Connector and ADA transit services. This agreement provides partial reimbursement of ADA costs with funds provided through Proposition 400. This program allocates 7% of Proposition 400 to fund cities and towns in Maricopa County for ADA service over the life of the twenty-year program.

DISCUSSION:

RPTA was legislatively mandated to implement the transit element of the Regional Transportation Plan, which includes bus operating, bus capital and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the Regional Transportation plan, also known as the Transit Lifecycle Program (TLCP). In addition to representation at the Board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP.

The RPTA provides information and customer service for the region through its centralized customer call center. Transit information provided includes fares, schedules, routes, policies, and trip planning. The RPTA Customer Service Department also handles compliments and complaints and Americans with Disabilities (ADA) certification for Dial-a-Ride services. The RPTA also provides marketing, regional ridership reporting services and general program support and administration.

BUDGETARY IMPACT:

The costs for providing ADA services are included in the Transit Operating budget. This agreement with RPTA provides for reimbursement of ADA paratransit expenses up to $181,636 for FY08-09 and $147,503 for FY09-10.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the Regional Public Transit Authority for FY08-09 and FY 09-10 Transit and ADA services.

ATTACHMENTS:

Click to download

- Resoltuion 2834-609

RESOLUTION NO. 2834-609

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING TWO AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR BUS TRANSIT SERVICE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the First Amendment (the "First Amendment") to the Intergovernmental Agreement between the City of Avondale and the Regional Public Transportation Authority relating to public transportation services is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Second Amendment (the "Second Amendment") to the Intergovernmental Agreement between the City of Avondale and Regional Public Transportation Authority relating to public transportation services is hereby approved in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the First Amendment and the Second Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, June 15, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2834-609

[First Amendment]

See following pages.

ADA PARATRANSIT SERVICE
AGREEMENT AMENDMENT

Contract # 106-34-2009

As of the 1st day of July 2008, this amends the following items of the ADA Paratransit Service Agreement entered into between the City of Avondale and the RPTA, dated the 1st day of July, 2007.

The following section is added to the agreement dated July 1, 2007.

SECTION 4: CITY RESPONSIBILITY

4.6 The CITY shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, CITY shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

The following section replaces and supersedes that section of the agreement dated July 1, 2007.

The attached Schedule A replaces and supersedes Schedule A dated July 1, 2007.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____day

of_____, 2009.

By: _____
Marie Lopez Rogers
Mayor

By: _____
David A. Boggs
Executive Director

ATTEST: _____
Avondale City Clerk

ATTEST: _____
Jon Medwin
Contracts and Procurement Manager

ATTEST: _____
Michael Taylor
Acting Deputy Executive Director Finance

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

For the City of Avondale

Attorney for RPTA

SCHEDULE A

For the period of July 1, 2008 to June 30, 2009 it is estimated that the City of Avondale may request reimbursement from Regional Public Transportation Authority for a maximum of $181,636 for service consumed by RPTA ADA certified paratransit riders in Avondale. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2008-2009 budget by the RPTA Board of Directors.

Reimbursements must be requested by CITY on a PTF Reimbursement Request Form, Attachment A, and certified by the CITY's chief financial officer or designee. RPTA will reimburse CITY within thirty (30) business days based upon availability of funds. CITY may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

ATTACHMENT A

Regional Public Transportation Authority
PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -
CURRENT PAYMENT REQUESTED	$ -	$ -
REMAINING FUNDING	$ -	$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

For RPTA use only

Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability (signature/date)	Date of funds transfer (signature/date)

Comments

Project	WBS	Phase	Activity	GL Account (Finance Only)	Amount
			7901		
			7901		
			7901		
			7901		

EXHIBIT B
TO
RESOLUTION NO. 2834-609

[Second Amendment]

See following pages.

DRAFT

ADA PARATRANSIT SERVICE
AGREEMENT AMENDMENT

Contract # 106-34-2010

As of the 1st day of July 2009, this amends the following items of the ADA Paratransit Service Agreement entered into between the City of Avondale and the RPTA, dated the 1st day of July, 2007, as amended July 1, 2008.

The following section replaces and supersedes that section of the agreement dated July 1, 2008.

The attached Schedule A replaces and supersedes Schedule A dated July 1, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____day

of_____, 2009.

By: _____
Marie Lopez Rogers
Mayor

By: _____
David A. Boggs
Executive Director

ATTEST: _____
Avondale City Clerk

ATTEST: _____
Jon Medwin
Contracts and Procurement Manager

ATTEST: _____
Michael Taylor
Acting Deputy Executive
Director Finance

DRAFT

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
For the City of Avondale	Attorney for RPTA

DRAFT

SCHEDULE A

For the period of July 1, 2009 to June 30, 2010 it is estimated that the City of Avondale may request reimbursement from Regional Public Transportation Authority for a maximum of $147,503 for service consumed by RPTA ADA certified paratransit riders in Avondale. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2009-2010 budget by the RPTA Board of Directors.

Reimbursements must be requested by CITY on a PTF Reimbursement Request Form, Attachment A, and certified by the CITY's chief financial officer or designee. RPTA will reimburse CITY within thirty (30) business days based upon availability of funds. CITY may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

DRAFT

ATTACHMENT A

Regional Public Transportation Authority

PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -
CURRENT PAYMENT REQUESTED	$ -	$ -
REMAINING FUNDING	$ -	$ -

REQUIRED SIGNATURE - -

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

For RPTA use only

Date request received: -	Life cycle compliance review (signature/date)
Approved for funds availability	Date of funds transfer

10

CITY COUNCIL REPORT

SUBJECT:
Resolution 2837-609 - Foreign Trade Zone Tax Policy

MEETING DATE:
June 15, 2009

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council adopt a resolution establishing a tax policy for the City of Avondale for properties activated within the Greater Maricopa General Purpose Foreign Trade Zone (GMFTZ).

BACKGROUND:

A Foreign-Trade Zone (FTZ) is a Federal Program initiated in 1934 to stimulate local economies and to enhance job creation within the U.S. The U.S. Foreign Trade Zone Board reviews applications and is the agency that grants FTZ status. An FTZ is land within the U.S. where foreign and domestic merchandise is considered outside the US for purposes of Customs procedures and duty rates.

Creating a West Valley FTZ will take a minimum of 12 months. IMS Worldwide has established the legal framework and Avondale has been invited to join with six other West Valley cities in the creation of a General Purpose Foreign Trade Zone that would include Goodyear, Surprise, Buckeye, Peoria, Gila Bend, and El Mirage and be open to other West Valley cities. Avondale would have no upfront or ongoing costs associated with creating and maintaining the FTZ. However, the City must establish a local tax policy to allow a business activated within the FTZ a property tax rate of 5%, and to provide a payment in lieu of taxes or PILOT agreement to existing properties that might activate.

The next step is accepting a seat on the advisory board of the grantee entity, which will be known as the Greater Maricopa FTZ Inc. (GMFTZ), a joint regional FTZ. The GMFTZ is then responsible to solicit site owners, who are willing to pay an application fee and to sustain its operation with annual fees. IMS Worldwide is one of three nationally recognized firms in establishing a General Purpose Foreign Trade Zone. IMS Worldwide on behalf of the GMFTZ works with these businesses and business park owners to obtain and maintain their commitment.

At the May 11, 2009 Council Work Session, joining the GMFTZ and establishing the tax policy was discussed. Council directed that the staff take the next steps and draft an ordinance for adoption.

DISCUSSION:

Having an FTZ in Avondale is a significant tool used to attract high value manufacturing firms to the City. It is one of the criteria site selectors use to qualify a site for short listing. Avondale has not been as competitive in the site selection process because FTZ status was not immediately available as part of the site package. The Tax Policy mirrors the one used by other Valley cities including the most recent policy adopted by the City of Surprise.

The Tax Policy provides that Greenfield developments that apply for and are approved as an FTZ

site will be taxed at 5% once the building and improvements are completed and the site is activated. The Tax Policy further provides that existing buildings that apply for and are approved as an FTZ site will have their property taxes adjusted to 5% and will pay an additional PILOT to make the taxing bodies whole. However, any additions or improvements will only be taxed at the 5% rate.

BUDGETARY IMPACT:

There are not immediate fiscal impacts.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution establishing a tax policy for the City of Avondale for properties activated within the Greater Maricopa General Purpose Foreign Trade Zone (GMFTZ).

ATTACHMENTS:

Click to download

- Resolution 2837-609

RESOLUTION NO. 2837-609

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING PARTICIPATION IN THE GREATER MARICOPA FTZ INC. AND ADOPTING A FOREIGN TRADE ZONE PROPERTY TAX POLICY.

WHEREAS, pursuant to the provisions of 19 U.S.C. § 81a *et seq.* (the "FTZ Act") and ARIZ. REV. STAT. § 44-6501, the Greater Maricopa FTZ Inc. (the "Grantee"), will apply to the Foreign Trade Zones Board of the United States Department Of Commerce to approve and activate (the "Application") the formation and operation of a general-purpose foreign trade zone ("FTZ") to be created in the western and northern Maricopa County, Arizona; and

WHEREAS, upon approval and activation of the Application, the Grantee will have the right to establish, operate and maintain the sites and subzones within the FTZ in accordance with the provisions of the FTZ Act; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 42-12006, the State of Arizona allows real and personal property located within an approved and activated FTZ or subzone ("Subzone" or "Site") established under 19 U.S.C. § 81 and ARIZ. REV. STAT. § 44-6501 and that is valued at full cash value to be reclassified as Class 6 property and to be assessed for taxation purposes at 5% of its full cash value; and

WHEREAS, the City of Avondale (the "City") supports the utilization of, and participation in, the FTZ and believes the granting of FTZ status will serve as a means to encourage new business to locate within the City as well as encourage the retention and expansion of local business involved in international commerce; and

WHEREAS, the Grantee will form an advisory board consisting of participating western and northern Maricopa County cities and towns (the "Advisory Board") to review the applications for the proposed Sites within the FTZ for reclassifications pursuant to ARIZ. REV. STAT. § 42-12006; and

WHEREAS, the Grantee, in accordance the Application procedures, requires participating members of the Advisory Board to (i) submit a letter of support for the FTZ and (ii) establish local policy regarding the reclassification of real and personal property within the City's jurisdiction for the use of the FTZ and any approved special-purpose Subzones that may apply (the "FTZ Policy"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Grantee's request for the City to become a member of the proposed Advisory Board.

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

SECTION 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. That the City desires to participate in the Grantee's Advisory Board and, upon formation, will accept a position on the Advisory Board.

SECTION 3. That the City of Avondale FTZ Policy relating to reclassification of real and personal property located within the City's jurisdiction and with an activated FTZ or subzone is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4. That the City staff is hereby directed to comply with all appropriate procedures, guidelines and requirements established by the Grantee as a part of the Application process.

SECTION 5. That the City staff is hereby directed to comply with all appropriate State and federal regulations, policies, guidelines and requirements as they relate to the Application and the FTZ Policy.

SECTION 6. 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 take all other steps necessary for the completion of the Application process and the FTZ Policy.

SECTION 7. That if any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the City of Avondale FTZ Policy, adopted herein 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 thereof.

SECTION 8. 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 take all other steps necessary for the completion of the Application process and the FTZ Policy and 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, June 15, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2837-609

(City of Avondale FTZ Policy)

See following pages.

FOREIGN-TRADE ZONE TAX POLICY
OF THE CITY OF AVONDALE
2009 – 2010

A. Introduction. Pursuant to 19 U.S.C. §§ 81a *et seq.* ("FTZ Act") and ARIZ. REV. STAT. § 44-6501, the Greater Maricopa FTZ Inc. ("Grantee") will file an application ("Application") with the Foreign Trade Zones Board of the United States Department of Commerce ("Department") for the approval and activation of a general purpose foreign trade zone ("FTZ") to be formed and operated in a geographic area in western and northern Maricopa County, Arizona. Upon approval and activation of the Application, the Grantee will have the right to establish, operate and maintain subzones and sites within the FTZ in accordance with the FTZ Act.

Pursuant to ARIZ. REV. STAT. § 42-12006.2, the State of Arizona permits real and personal property that is located within an approved and activated foreign trade zone established under the FTZ Act or within a subzone or site ("Subzone" or "Site") thereof and that is valued at full cash value to be reclassified as Class 6 property.

The Grantee will form an advisory board ("Advisory Board") consisting of representatives of cities and towns participating in the FTZ to review the applications for the creation of Subzones and Sites within the FTZ. The Grantee will require each participating City (i) to submit to the Grantee a letter of the City's support for the FTZ and (ii) to establish a local policy for the creation of Subzones and Sites within the City and for the reclassification of real and personal property as Class 6 property within the Subzones or Sites.

B. FTZ Policy. The City of Avondale ("City") supports the creation of, and its participation in, the FTZ and believes the FTZ will encourage new businesses to locate in the City and will encourage existing businesses located in the City and involved in international commerce to remain or expand. The City will submit to the Grantee a letter of the City's support for the FTZ. The City hereby establishes this foreign trade zone tax policy ("FTZ Policy"). The FTZ Policy shall commence on July 1, 2009, and shall terminate on December 31, 2015. The City reserves the right to amend, modify, supplement and terminate this Policy at any time and from time to time. The owners of property within the City who wish to apply for the creation of a Subzone or a Site and for the reclassification of their real or personal property therein as Class 6 property ("Applicant") will be unable to do so until the Application for the FTZ is approved and activated by the Department.

C. Requirements. An Applicant must comply with all the following requirements in order for the creation of a Subzone or a Site and for the reclassification of the Applicant's real or personal property, or both, therein as Class 6 property.

1. Public Benefit. The Applicant's application must demonstrate that a significant public benefit will result from the use of the FTZ procedures by the firm on whose behalf the proposed Subzone is established. If the Department approves the Applicant's

application, the PILOT Agreement, as defined herein, will govern method of calculating the Applicant's payment in lieu of tax payment.

2. Tax Implications Letter. The Applicant must obtain a letter from the City regarding the tax implications of reclassifying the Applicant's proposed Subzone or Site within the City's jurisdictional limits.

3. PILOT Agreement. The Applicant must enter into a Payment in Lieu of Taxes ("PILOT") Agreement with the City, which will determine the amount of the payment in lieu of taxes due on the Applicant's property. There are two types of PILOT Agreements. Applicants that desire to qualify for a Site that, as of the date of the Applicant's application, is vacant land will enter into a Greenfield PILOT Agreement (the "Greenfield"). Applicants that desire to qualify for a Site that, as of the date of the Applicant's application, is either partially or fully developed land, will enter into a Developed PILOT Agreement (the "Developed"). Both the Greenfield Sites and the Developed Sites are treated equally under the Policy.

3.1 Assessment Ratio. The Applicant must agree in the PILOT Agreement that the reclassified FTZ tax assessment ratio (rate) as Class 6 property will apply only to new property, fixed assets and equipment that will be added to the Subzone or Site after a Baseline Date (as defined herein), and that the previous year's tax rate shall apply to all real and personal property that was assessed and taxed prior to the Baseline Date at the same taxable rate as if no Subzone existed on the property. Pursuant to ARIZ. REV. STAT. § 42-12006.2, after the Applicant's application is approved by the Department, such additional property added after the Baseline Date will be taxed as Class 6 property (currently 5%, which may be adjusted by the State). The Maricopa County Assessor's Office will continue to be responsible for assessing the value of the Applicant's property.

3.2 Baseline Date. The baseline date for tax valuing the Applicant's property (the "Baseline Date") shall be the date the Applicant completes the following:

a. The Applicant submits a letter to the City and the Grantee requesting FTZ sponsorship to establish a Subzone of Site within the FTZ.

b. The Subzone Applicant signs a PILOT Agreement, in a form satisfactory to the City.

c. The Subzone applicant pays the required application fees to the Grantee.

3.3 Site Conditions. PILOT Agreements for Developed Sites are subject to the following conditions:

a. Applicants for Developed Sites shall be required to pay a PILOT fee in an amount equal to the taxes paid in the year prior to the reclassification, less any taxes due under reclassification (the sum of which will

not be a negative number). The PILOT fee is due at the same time and in the same manner as property taxes are due under Arizona law.

b. Applicants for Developed Sites may add new buildings and new equipment to the value of the property after the Baseline Date and all such additional property added after that date shall be taxed as a Class 6 property.

3.4 Greenfield Site Conditions. PILOT Agreements for Greenfield Sites are subject to the following conditions:

a. Applicants for Greenfield Sites shall be required to pay a PILOT fee in an amount equal to the taxes paid in the year prior to the reclassification, less any taxes due under reclassification (the sum of which will not be a negative number). The PILOT fee is due at the same time and in the same manner as property taxes are due under Arizona law.

b. Applicants for Greenfield Sites may add new buildings and new equipment to the value of the property after the Baseline Date and all such additional property added after that date shall be taxed as a Class 6 property.

c. The PILOT fee shall not be less than the amount of taxes the Applicant paid prior to the activation of its Subzone of Site.

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1374-609 - Amending Chapter 23 of the City Code, Relating to Speed Limits

MEETING DATE:
June 15, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting the City Council adopt an ordinance amending Chapter 23, “Traffic” regarding speed limits.

BACKGROUND:

The City of Avondale Municipal Code Chapter 23 "Traffic" is in need of updating to include designated speed limits on streets that have been constructed since the last update in December 2006. In addition, several sections have been revised to be consistent with current practices and correct missing roadway segments.

DISCUSSION:

Streets listed in Chapter 23 Article 1 Section 15, Speed Limits on Residential and Commercial Streets, have been revised to correct various street naming errors. In addition, the revised listing will include portions of the collector roadway system that have been completed since adoption of the previous ordinance. (see attached). Additions are shown in italicized capitalized font; changes are indicated by text with strike through.

BUDGETARY IMPACT:

There is no immediate financial impact to the City.

RECOMMENDATION:

Staff recommends the City Council adopt an ordinance amending Chapter 23, “Traffic” regarding speed limits with the current revisions.

ATTACHMENTS:

Click to download

- Ordinance 1374-609
- Speed Limit Map

ORDINANCE NO. 1374-609

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 23, TRAFFIC, RELATING TO SPEED LIMITS.

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

SECTION 1. That the Avondale City Code, Chapter 23, Traffic, Article I, In General, Section 23-15, Speed limits on residential and commercial streets, subsection (b), is hereby amended as follows:

(b) The maximum speed limit on the following collector streets shall be:

TABLE INSET:

Street Name	From	To	Maximum Speed Limit (MPH)
Rancho Santa Fe ~~Blvd.~~ BOULEVARD	Thomas Road	Dysart Road	25
Santa Fe Trail	Indian School Road	Rancho Santa Fe ~~Blvd.~~ BOULEVARD	25
GARDEN LAKES PARKWAY	THOMAS ROAD	107TH AVENUE	25
LAKESHORE DRIVE	GARDEN LAKES PARKWAY	107TH AVENUE	25
~~Westwind Parkway~~	~~107th Avenue~~	~~Thomas Road~~	~~30~~
WESTWIND PARKWAY	INDIAN SCHOOL ROAD	THOMAS ROAD	30
Crystal Gardens Parkway	107th Avenue	Thomas Road	30
~~Encanto Boulevard~~	~~Crystal Gardens Parkway~~	~~119th Avenue~~	~~25~~
ENCANTO BOULEVARD	CRYSTAL GARDENS PARKWAY	AVONDALE BOULEVARD	30
ENCANTO BOULEVARD	AVONDALE BOULEVARD	119TH AVENUE	25
103RD AVENUE	MCDOWELL ROAD	1400 FEET NORTH	35
103RD AVENUE	MCDOWELL ROAD	1300 FEET SOUTH	25

Street Name	From	To	Maximum Speed Limit (MPH)
116th Lane	Palm Lane	Encanto ~~Blvd.~~ BOULEVARD	25
Harbor Shores ~~Blvd.~~ BOULEVARD	McDowell Road	107th Avenue	30
Fairway Drive	Van Buren Street	Coldwater Springs ~~Blvd.~~ BOULEVARD	30
Coldwater Springs ~~Blvd.~~ BOULEVARD	126th Avenue	Avondale ~~Blvd.~~ BOULEVARD	30
Coldwater Springs ~~Blvd.~~ BOULEVARD	Avondale ~~Blvd.~~ BOULEVARD	East End	25
Civic Center Drive	Avondale ~~Blvd.~~ BOULEVARD	Coldwater Springs ~~Blvd.~~ BOULEVARD	25
Links Drive	Van Buren Street	Coldwater Springs ~~Blvd.~~ BOULEVARD	30
118th Avenue	Coldwater Springs ~~Blvd.~~ BOULEVARD	Western Avenue	25
Maricopa Street	118th Lane	Avondale ~~Blvd.~~ BOULEVARD	25
Maricopa Street	Avondale ~~Blvd.~~ BOULEVARD	East End	30
Pima Street	Avondale ~~Blvd.~~ BOULEVARD	114th Avenue	25
4th Street/Pima Street (Cashion)	113th Avenue	107th Avenue	25
121ST AVENUE/WHYMAN AVENUE	DURANGO STREET	117TH AVENUE	30
Durango Street	El Mirage Road	119th Drive	30
DURANGO STREET	WEST END	121ST AVENUE/COCOPAH CIRCLE NORTH	30
DURANGO STREET	COCOPAH CIRCLE NORTH	AVONDALE BOULEVARD	30
Durango Street	AVONDALE ~~Blvd.~~ BOULEVARD	107th Avenue	25
~~Cocopah Circle~~	~~Durango Street (West End)~~	~~Durango Street (East End)~~	~~30~~
COCOPAH CIRCLE NORTH	DURANGO STREET/117TH AVENUE	121ST AVENUE/COCOPAH CIRCLE SOUTH	30
COCOPAH CIRCLE SOUTH/121ST AVENUE	WHYMAN AVENUE	COCOPAH CIRCLE NORTH	30
117TH AVENUE	DURANGO STREET (EAST END)	WHYMAN AVENUE	25

Street Name	From	To	Maximum Speed Limit (MPH)
119TH AVENUE	COCOPAH CIRCLE	BUCKEYE ROAD	30
Eliseo C. Felix Jr. Way	Van Buren Street	Riley Drive	25
Eliseo C. Felix Jr. Way	North End	Van Buren Street	25
Riley Drive	4th Street	East End	25
Roosevelt Street	99th Avenue	107th Avenue	35
~~Roosevelt Parkway South~~	~~110th Drive~~	~~107th Avenue~~	~~30~~
~~Roosevelt Parkway~~	~~Avondale Blvd.~~	~~East End~~	~~35~~
ROOSEVELT STREET	EAST END	AVONDALE BOULEVARD	35
ROOSEVELT PARKWAY SOUTH	110TH DRIVE	107TH AVENUE	25
ROOSEVELT PARKWAY NORTH	ROOSEVELT PARKWAY SOUTH	VAN BUREN STREET	25
Whyman Avenue	117th Avenue	Avondale ~~Blvd.~~ BOULEVARD	25
Whyman Avenue	Avondale ~~Blvd.~~ BOULEVARD	Durango Street	30
109th Avenue	Lower Buckeye Road	Whyman Avenue	30
112th Lane	Whyman Avenue	Lower Buckeye Road	30
114th Avenue	Pima Street	Durango Street	25
~~109th Avenue/James Arthur Drive~~	~~Durango Street~~	~~Buckeye Road~~	~~25~~
109TH AVENUE/JESSIE MAY WAY	DURANGO STREET	BUCKEYE ROAD	25
111th Avenue	Durango Street	Buckeye Road	25
~~113th Avenue/Jessie May Avenue~~	~~Durango Street~~	~~Buckeye Road~~	~~25~~
113TH AVENUE/JAMES ARTHUR DRIVE	DURANGO STREET	BUCKEYE ROAD	25
~~111th Avenue~~	~~Campbell Avenue~~	~~Garden Lakes Parkway~~	~~25~~
111TH AVENUE	INDIAN SCHOOL ROAD	GARDEN LAKES PARKWAY	25
111th Avenue	Thomas Road	Lakeshore Drive	25
119TH AVENUE	LOWER BUCKEYE ROAD	Cocopah circle south	30
119TH AVENUE	COCOPAH CIRCLE NORTH	MC 85/BUCKEYE ROAD	30
119TH AVENUE	MCDOWELL ROAD	ENCANTO BOULEVARD	30

Street Name	From	To	Maximum Speed Limit (MPH)
VERMEERSCH ROAD/127TH AVENUE	BROADWAY ROAD	LOWER BUCKEYE ROAD	40
~~127th Avenue~~	~~Florence Street~~	~~Illini Street~~	~~25~~
4th Street (Old Town Avondale)	Madden Drive	Van Buren Street	25
Central Avenue	Lower Buckeye Road	MC 85/Buckeye Road	25
Central Avenue	MC 85/Buckeye Road	Van Buren Street	35
Central Avenue	Van Buren Street	North End	25
Osborn Road	Indian School Road	Santa Fe Trail	25
132nd Avenue	Osborn Road	Indian School Road	25
137th Avenue	Thomas Road	Indian School Road	30
PLAZA CIRCLE DRIVE	132ND AVENUE	137TH AVENUE	25

SECTION 2. That the Avondale City Code, Chapter 23, Traffic, Article I, In General, Section 23-15, Speed limits on residential and commercial streets, subsection (d), is hereby amended as follows:

(d) The maximum speed limit on the following arterial streets shall be:

TABLE INSET:

Street	To	From	Maximum Speed Limit (MPH)
107th Avenue	Southern Avenue	Durango Street	45
107th Avenue	Durango Street	MC 85/Buckeye Road	40
107th Avenue	MC 85/Buckeye Road	McDowell Road	45
107th Avenue	McDowell Road	Indian School Road	35
Avondale Boulevard	Lower Buckeye Road	Durango Street	40
Avondale Boulevard	Durango Street	MC 85/Buckeye Road	35
Avondale Boulevard	MC 85/Buckeye Road	Interstate 10	45
Avondale Boulevard	McDowell Road	Encanto Boulevard	40
Avondale Boulevard	Encanto Boulevard	Thomas Road	35
El Mirage Road	Elwood Street	MC 85/Buckeye Road	45
El Mirage Road	Van Buren Street	North End	25

Street	To	From	Maximum Speed Limit (MPH)
~~Vermeersch/127th Avenue~~	~~Broadway Road~~	~~Lower Buckeye Road~~	~~40~~
Dysart Road	Harrison Drive	MC 85/Buckeye Road	35
Dysart Road	MC 85/Buckeye Road	Western Avenue	20
Dysart Road	Western Avenue	Riley Drive	30
Dysart Road	Riley Drive	Van Buren Street	35
Dysart Road	Van Buren Street	McDowell Road	40
Dysart Road	McDowell Road	Indian School Road	45
INDIAN SCHOOL ROAD	OLD LITCHFIELD ROAD	DYSART ROAD	45
Thomas Road	99th Avenue	Avondale Boulevard	45
Thomas Road	Avondale Boulevard	119th Avenue	35
Thomas Road	Santa Fe Trail	137th Avenue	35
McDowell Road	99th Avenue	Avondale Boulevard	45
McDowell Road	Avondale Boulevard	Dysart Road	40
Van Buren Street	99th Avenue	Avondale Boulevard	45
Van Buren Street	Avondale Boulevard	West End of Agua Fria River Bridge	45
~~Van Buren Street~~	~~West End of Agua Fria River Bridge~~	~~La Jolla Boulevard~~	~~40~~
VAN BUREN STREET	ELISEO C. FELIX JR. WAY	LA JOLLA BOULEVARD	40
Western Avenue	Dysart Road	4th Avenue	25
MC 85/Main Street	Central Avenue	Dysart Road	40
~~MC 85/Main Street~~	~~Dysart Road~~	~~West Side of Agua Fria River~~	~~45~~
MC 85/MAIN STREET	DYSART ROAD	WEST SIDE OF AGUA FRIA RIVER	40
MC 85/Buckeye Road	1180 feet east of Avondale Boulevard	107th Avenue	45
Lower Buckeye Road	El Mirage Road	1300 feet to the east	45
Indian Springs Road	133rd Avenue	El Mirage Road	45

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion thereof 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, June 15, 2009.

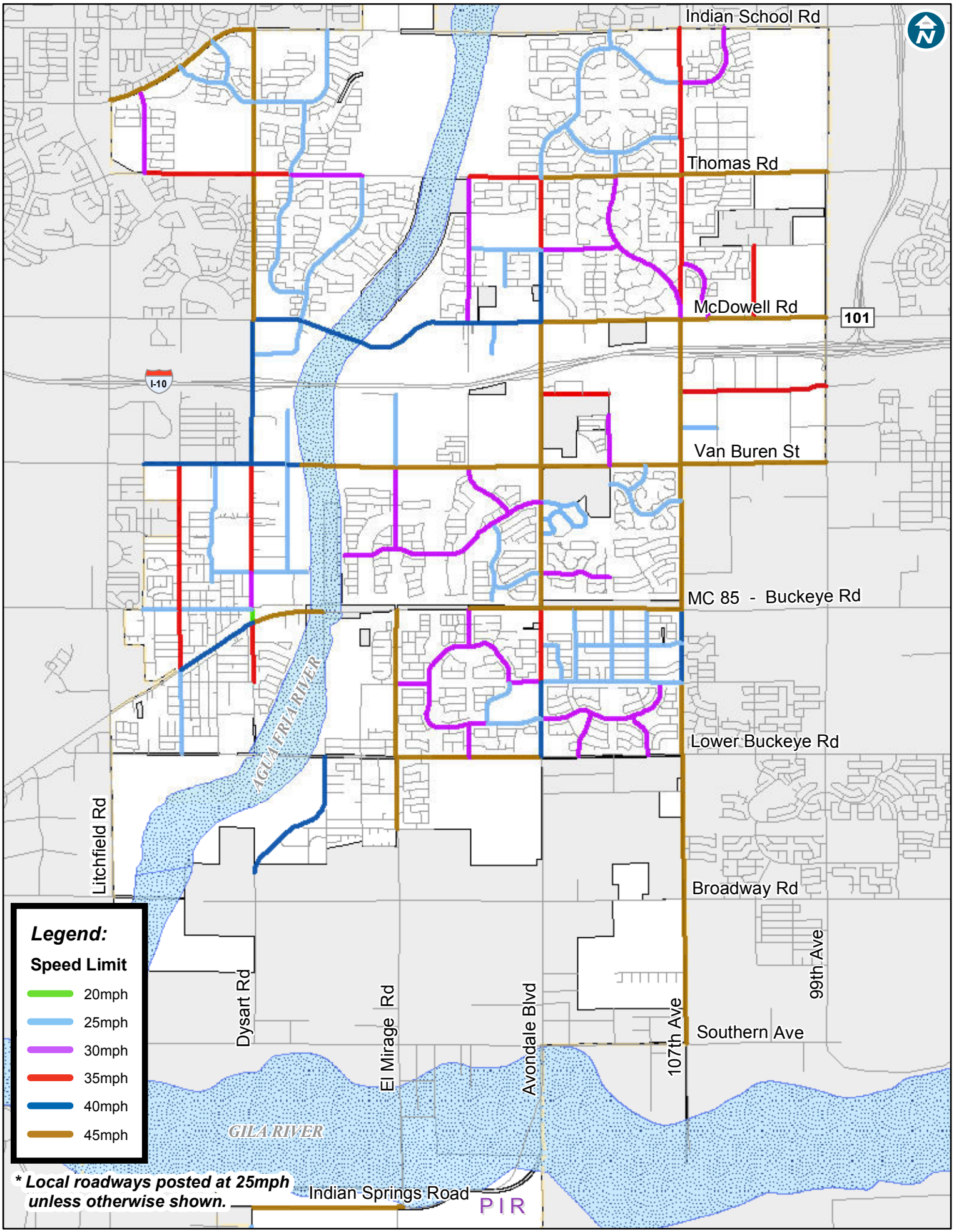
_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney



Prepared Jan 2007
Avondale GIS/Mapping Section

SPEED LIMIT MAP

CITY COUNCIL REPORT

SUBJECT:
AAA 2008 - 2009 Contract Amendment

MEETING DATE:
June 15, 2009

TO: Mayor and Council

FROM: Christopher Reams, Parks, Recreation & Libraries (623)333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an amendment to the FY 2008-2009 Area Agency on Aging (AAA) contract in the amount of $23,317 for the disbursement of year end surplus funds and American Recovery and Reinvestment Act (ARRA) funds for senior programs.

BACKGROUND:

On July 7, 2008 the City of Avondale renewed a contract with AAA to provide nutritional meals and activities for seniors and handicapped individuals. The City of Avondale and AAA have collaborated on senior programming for over twenty (21) years. Services are provided to eligible residents in Avondale, Goodyear, and Litchfield Park. These services include the congregate meals program, the home delivered meals program, and the multipurpose center operations program.

DISCUSSION:

AAA has awarded the City of Avondale an additional $23,317 in program enhancement funds for senior programs. This additional funding is a one-time allocation. These funds will be used for the following items/programs:

- $5000 for the purchase of a fire suppression system in the Avondale Community Center Kitchen.
- $1,092 for the purchase of Home Delivered Meal Program supplies.
- $1,160 for temporary support staff
- ARRA funds for the Congregate Meal Program ($5,335) and the Home Delivered Meal Program ($10,730).
- Staff will comply will all reporting requirements attached to ARRA funding through AAA.

BUDGETARY IMPACT:

The additional amended award of $23,317 is the first amendment to Contract #2009-08-AVO-FY 2009 which awarded $300,564 for senior program operations during FY 2008-2009. The revised total award amount is $323,881.

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the FY 2008-2009 Area Agency on Aging (AAA) contract in the amount of $23,317 for the disbursement of year end surplus funds and American Recovery and Reinvestment Act (ARRA) funds for senior programs.

ATTACHMENTS:

Click to download

- ARRA Funds Award Letter
- Contract Amendment Draft From AAA

Addendum to Contract Amendment

AREA AGENCY
ON AGING
REGION ONE, INCORPORATED

MARY LYNN KASUNIC
President & CEO

1366 East Thomas Road
Suite 108
Phoenix, AZ 85014

phone
(602) 264-2255

toll-free
1-888-783-7500

24-hr Senior HELP LINE
(602) 264-4357
1-888-264-2258

fax
(602) 230-9132

website
www.aaaphx.org

e-mail
answers@aaaphx.org

May 12, 2009

Frances McCoy
City of Avondale Senior Center
1007 S. 3rd Street
Avondale, AZ 85323

Dear Ms. McCoy:

We are pleased to notify you that your agency has been awarded stimulus funding as part of the American Recovery and Reinvestment Act (ARRA). Your award is as follows:

	Congregate Meals	Home Delivered Meals
2009 Fiscal Year	$ 5,335	$10,730
2010 Fiscal year	~~$25,757~~ 31,092	$52,668 63,398

This award has been made on the basis of the application submitted by your organization. Please note that Arizona has been selected as an audit site by the federal General Accounting Office (GAO) for the ARRA funding, and that your organization will be responsible for any audit disallowances should the funds be expended in a manner that does not meet the criteria or the eligibility requirements included in the ARRA funding request package provided to you by the Area Agency on Aging.

Please note that there are quarterly reporting requirements for ARRA funds to the extent that the funds are utilized. A copy of the reporting requirements will be forwarded to you by the Area Agency. Failure to follow these reporting requirements in a timely manner may result in a disallowance of ARRA funds.

The Area Agency is in the process of developing amendment documents for providers awarded FY'09 ARRA funding. Providers receiving FY'09 funds are requested to draw down the ARRA beginning with the April 2009 financial reports. The amendment will include a separate service category specifically designated for the ARRA funds. Please utilize this format for future financial reporting of these funds.

1974 - 2009
35 YEARS OF INNOVATION
Area Agency on Aging

Council on Accreditation

Area Agency on Aging
Care Directions
DOVES
ElderVention
Family Caregiver Support Program
Senior HELP LINE

Please keep in mind that the stimulus funds are not of a permanent nature. The Area Agency on Aging does not have the resources to replace the ARRA funds once they have been expended.

Congratulations on the award of these funds. We anticipate that the ARRA funds will be instrumental in assisting organizations maintain services to clients through programs that would have been negatively impacted due to existing economic conditions. Should you have any questions regarding this award, please contact me, Jim Knaut, or Zina Wood at (602) 264-2255.

Sincerely,

Mary Lynn Kasunic

Mary Lynn Kasunic
President & CEO
Area Agency on Aging

AREA AGENCY ON AGING, REGION ONE
1366 East Thomas Road, Suite 108
Phoenix, Arizona 85014

CONTRACT AMENDMENT

Amendment	Contract #	Amendment Effective Date
1	**#2009-08-AVO**	**March 1, 2009**

Contractor

City of Avondale, Social Services
11465 W Civic Center Dr
Avondale, Arizona 85323

The above-referenced Contract is hereby amended as follows:

To increase Area Agency funding for Congregate Meals by $5,000 from $65,857 to $70,857 for the purchase of fire suppression system.

To increase Area Agency funding for Home Delivered Meals by $1,092 from $154,607 to $155,699 for the purchase of HDM delivery supplies.

To increase Area Agency funding for Multipurpose Center Operations by $1,160 from $20,100 to $21,260 for temporary staff support.

To establish Area Agency funding for the American Recovery and Reinvestment Act of 2009 as follows: Congregate Meals $5,335 and Home Delivered Meals $10,730.

EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE EXECUTED, REMAIN UNCHANGED, IN FULL FORCE, AND EFFECT. IN WITNESS WHEREOF, THE PARTIES HERETO SIGN THEIR NAMES TO EXECUTE THIS AMENDMENT.

AREA AGENCY ON AGING,
REGION ONE, INCORPORATED

Signature date
Mary Lynn Kasunic, President / CEO
Name and Title

CITY OF AVONDALE

Signature date
Charles McClendon, City Manager
Name and Title

CONTRACT OPERATING BUDGET
FIXED PRICE WITH ADJUSMENT

CONTRACT #: 2008-08-AVO

AGENCY: CITY OF AVONDALE

TYPE: *AMENDMENT #1*

REVENUE SOURCES	CONGREGATE MEALS			HOME DELIVERED MEALS			MCO	TRANSPOR-TATION	TOTAL
	OAA	ARRA	TOTAL	OAA	ARRA	TOTAL			
Area Agency	70,857	5,355	76,212	155,699	10,730	166,429	20,100	60,000	565,382
Project Income	7,400	100	7,500	5,950	50	6,000	-	1,500	28,500
NF Inkind	15,197	-	15,197	3,860	-	3,860	15,197	-	53,311
NF Cash	38,683	963	39,646	53,340	1,902	55,242	45,091	-	234,867
Other Federal	-	-	-	-		-	-	-	-
TOTAL	132,137	6,418	138,555	218,849	12,682	231,531	80,388	61,500	882,060
EXPENSES									
Personnel	30,541	2,763	33,304	100,725	8,062	108,787	26,239	27,100	337,521
ERE	21,249	655	21,904	27,642	1,620	29,262	16,222	10,000	128,554
Prof&Outside	-	-	-	-	-	-	7,800	-	7,800
Travel	-	-	-	-	-	-	-	24,400	24,400
Space	29,737	-	29,737	28,110	-	28,110	26,327	-	142,021
Equipment	-	-	-	-	-	-	-	-	-
Materials/Supl	42,210	3,000	45,210	55,622	3,000	58,622	3,800	-	211,464
Operating Svc	8,400	-	8,400	6,750	-	6,750	-	-	30,300
Indirect	-	-	-	-	-	-	-	-	-
TOTAL	132,137	6,418	138,555	218,849	12,682	231,531	80,388	61,500	882,060
UNITS	13,327	673	14,000	21,516	1,484	23,000	2,650	7,300	
UNIT RATE	$ 9.91	$ 9.54	$ 9.90	$ 10.17	$ 8.55	$ 10.07	$ 30.34	$ 8.42	
ARRA MATCH		20%			41%				

ARRA Congregate Units 4.81%

ARRA HDM Units 6.45%

ADDENDUM
TO
FIRST AMENDMENT
TO
CONTRACT #2009-08-AVO
BETWEEN
AREA AGENCY ON AGING, REGION ONE, INCORPORATED
AND
THE CITY OF AVONDALE

This ADDENDUM ("Addendum") modifies the First Amendment to Contract #2009-08-AVO dated June 15, 2009 between Area Agency on Aging, Region One, Incorporated, an Arizona non-profit corporation ("Agency") and the City of Avondale, Arizona, an Arizona municipal corporation (the "City") dated as of July 1, 2008 (the "Agreement"). All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections add additional sections to the First Amendment. The sections of the First Amendment that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. Hereinafter, the Agency and the City are referred to individually as "Party" or collectively as "Parties."

1. A new Section 1 is added to the First Amendment:

Conflict of Interest. This Addendum and the First Amendment are subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may, within three years after its execution, cancel this Addendum and First Amendment, without penalty or further obligation, made by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Addendum and the First Amendment on behalf of the City or any of its departments or agencies is, at any time while this Addendum and the First Amendment or any extension of this Addendum and the First Amendment is in effect, an employee or agent of any other party to this Addendum and the First Amendment in any capacity or a consultant to any other party of this Addendum and the First Amendment with respect to the subject matter of this Addendum and the First Amendment.

2. A new Section 2 is added to the First Amendment:

E-verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, each Party and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Either Party's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Addendum and the First Amendment and may result in the termination of this Addendum and the First Amendment by either Party. Each Party retains the legal right to randomly inspect the papers and records of the other and the other's subcontractors who work on this Addendum and First Amendment to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty.

3. A new Section 3 is added to the Agreement:

Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If either Party determines that the other Party submitted a false certification, either Party may impose remedies as provided by law including terminating this Addendum and the First Amendment.

4. A new Section 4 is added to the First Amendment:

Agreement Subject to Appropriation. This Addendum and the First Amendment are subject to the provisions of ARIZ. REV. STAT. § 42-17106. The provisions of this Addendum and the First Amendment for payment of funds by the City shall be effective when funds are appropriated for purposes of this Addendum and the First Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Addendum and the First Amendment and the City shall keep the Agency fully informed as to the availability of funds for same. The obligation of the City to make any payment pursuant to this Addendum and the First Amendment is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City's City Council fails to appropriate money sufficient to pay the amounts as set forth in this Addendum and the First Amendment during any immediately succeeding fiscal year, this Addendum and the First Amendment shall terminate at the end of then-current fiscal year and the City and the Agency shall be relieved of any subsequent obligation under this Addendum and the First Amendment.

5. A new Section 5 is added to the First Amendment:

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

6. A new Section 6 is added to the Agreement:

Counterparts. The Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]

"**Agency**"

AREA AGENCY ON AGING, REGION, ONE, INCORPORATED, an Arizona non-profit corporation

By:_____

Name:_____

Title:_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, by _____ as _____ of AREA AGENCY ON AGING, REGION ONE, INCORPORATED, an Arizona non-profit corporation, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

"**City**"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, 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:

_____

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing, Resolution 2831-609 and Ordinance 1376-609 - Zoning Ordinance Text Amendment - Landscape, Walls and Fences Regulations

MEETING DATE:
June 15, 2009

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director 623-333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: The intent of this new Ordinance is to convey a clear vision to the applicant of what the City's expectations for landscape development are: Quality, innovation, aesthetics, and continuity. The proposed amendment to Section 12 is well-defined and concise, and will benefit applicants, the City Council, Planning Commission, and staff. With input by the public, staff is confident that we have met this goal with a strong and fair ordinance.

LOCATION: Citywide

BACKGROUND:

As part of a comprehensive update to the Avondale Zoning Ordinance, staff is proposing to create a new Landscape, Walls and Fences Ordinance.This is a City Council initiated request to update the Zoning Ordinance for future development projects in the City of Avondale. This item was created to keep pace with the rising expectations of the City Council, Planning Commission, staff, and citizens alike.

SUMMARY OF REQUEST:

This text amendment will rename Section 12 from its current title, “Design Standards for Commercial and Industrial Districts”, to its proposed title, “Landscape, Walls, and Fences Ordinance.” Amendments to Section 12 are intended to focus the contents of this Section on landscaping and screen walls. This is achieved primarily by the establishment of standards for plant material, landscape design, walls and fencing design, and maintenance. Under the proposed revisions, all non-landscaping related standards currently contained within Section 12 will be relocated to Zoning Ordinance Section 7, Supplementary Regulations. The request will propose the following new portions of Section 12 as shown in the proposed text:

- Section 1201 Purpose
- Section 1202 Applicability
- Section 1203 Definitions
- Section 1204 General Landscape Provisions
- Section 1205 Landscape Design Standards
- Section 1206 Landscape Plans
- Section 1207 Landscape Inspections
- Section 1208 Walls and Fences
- Section 1209 Maintenance

PARTICIPATION:

Draft copies of the proposed Ordinance were distributed to the development community and

interested parties. Several comments and suggested revisions were received, many of which were incorporated into the text of the proposed draft. Where suggestions were not incorporated, staff provided written responses detailing the reasons for maintaining the draft Ordinance language.

A notice of the April 16, 2009 Planning Commission hearing was published in the West Valley View on March 31, 2009. At that hearing, Alysa Lyons of Valley Partnership spoke in support of the document, and has since thanked staff for their willingness to work together in preparing a fair regulation. Also, Cheryl Goar of the Arizona Nursery Association (ANA) acknowledged that they participated in the process and that staff made several of the ANA's recommended changes.

A notice of the City Council hearing was published in the west Valley View on April 28, 2009. No further comments have been received.

Prior to the preparation of a draft Ordinance, a Mayor and City Council Work Session transpired. Once a draft was available, an advertised Neighborhood Meeting was held. No one attended the Neighborhood Meeting.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on April 16, 2009 (Exhibit A), and voted 6-1 to recommend APPROVAL of this request to City Council.

ANALYSIS:

Landscape design and implementation are considered key elements of any development project. In the recent past, Avondale has struggled with realizing Council's vision for landscaping during Site Plan review and through the actual constructed projects. One way to ensure implementation of that vision was to review the current ordinance relating to landscape design and implementation measures, and propose amendments, additions, and tighter language to express the City's expectations.

After review of Section 12, Design Standards for Commercial and Industrial Districts where most landscape requirements and regulations were found; several important aspects were identified and addressed with a current landscape ordinance proposal. Staff developed an innovative, thorough, and user-friendly design and regulatory tool.

The Ordinance is made up of two key components: Landscape requirements and wall requirements. The Landscape component covers key aspects of site development relevant to landscape design review and implementation, plant and landscape material criteria, landscape design, and landscape maintenance. The main points that are new to the ordinance are:

- Implementing Ordinance enforcement, related penalties, and increasing maintenance standards by including a submitted Landscape Maintenance Schedule designed to preserve the intent of the proposed landscape;
- Providing clear plant and non-vegetative material criteria, including but not limited to minimum tree size and tree specifications;
- Creating design requirements, including but not limited to landscape placement, material densities, and overall visual impression;
- Clarifying landscape industry standards and definitions.

The Wall and Fence component covers general wall and fence design. Provisions include wall height standards, wall design, gate and fence height and designs, and buffer requirements in order to meet visual, sound, privacy, and/or glare restrictions to and from land uses.

The new Section 12 is based on the following general organization:

- Purpose: Detailing a clear understanding of the City's intent, who is subject to this ordinance,

and clarification of industry terminology.

- Provisions and Design: Identifying plant and landscape material standards that are clear, current, and compatible with the City's idea of landscaping; describing design requirements for planting, walls, and fencing based on general areas and Zoning Districts in order to provide for the framework of landscape development for each project type.
- Process: Providing a detailed description of required landscape plans and procedures so there is little question regarding expectations during the process.
- Implementation: Defining and comitting to maintaining the landscape to meet the City's expectation now and in the future.

FINDINGS:

1. The proposed amendment meets the intent of the General Plan.
2. The proposed amendment meets the requirements and intent of the Zoning Ordinance.
3. The proposed amendment provides for the application of the Design Manuals to all Planned Area Developments.

RECOMMENDATION:

The City Council should **ADOPT** text amendment TA-08-16.

PROPOSED MOTION:

I move that the Mayor and City Council accept the findings and recommend **ADOPTION** of text amendment TA-08-16, amending Section 7 of the Zoning Ordinance to add the non-landscaping standards found in the current Section 12 of the Zoning Ordinance, repealing the existing Section 12 of the Zoning Ordinance, and approving a new Section 12 of the Zoning Ordinance entitled Landscape, Walls and Fences.

ATTACHMENTS:

Click to download

- Exhibit B: PC Minutes
- Revised Section 7
- Resolution 2831-609
- Ordinance 1376-609
- Landscape Ordinance

PROJECT MANAGER:

Stacey Bridge-Denzak, Planner 623-333-4015

EXHIBIT B

Excerpt of the Draft Minutes of the regular Planning Commission meeting held April 16, 2009 at 6:30 p.m. in the Council Chambers.

PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

Thursday, April 16, 2009
6:30 P.M.

The following members and representatives were present:

COMMISSIONERS PRESENT
David Iwanski, Chairman
Michael Demlong, Vice Chair
Al Lageschulte, Commissioner
David Scanlon, Commissioner – Arrived late
Angela Cotera, Commissioner
Linda Webster, Commissioner
Lisa Amos, Commissioner

CITY STAFF PRESENT
Ken Galica, Planner II, Development Services Department
Brian Berndt, Development Services Director
Scott Wilken, Senior Planner, Development Services Department
Stacey Bridge-Denzak, Planner, Development Services Department
Chris Schmaltz, City Attorney

APPLICATION TA-08-16

APPLICANT Staff-initiated request

REQUEST This is a public hearing before the Planning Commission to review and solicit public input on application TA-08-16, a Staff-initiated

request to amend Section 12 of the Avondale Zoning Ordinance to create a Landscape, Walls, and Fence Ordinance. This item was continued from the March 12, 2009 Planning Commission meeting. Staff Contact: Stacey Bridge-Denzak

Stacey Bridge-Denzak, Planner, Development Services, stated that item TA-08-16 is a text amendment that will rename Section 12 to Landscape, Walls, and Fences Ordinance. Revisions to Section 12 are intended to focus the contents of this Section on landscaping and screen walls. The first purpose of the text amendment is to identify plant and landscape material standards as to size and quality. Staff is looking for increased caliber and quality. A second purpose is to establish stronger landscape design requirements, such as through minimizing expansive decomposed granite areas and having denser plants and trees. A third purpose is providing detailing landscape maintenance criteria and expectations. A fourth purpose is to expand wall and fence design requirements to encourage better wall design in the City.

Basic changes to Section 12 Landscape, Walls and Fences, include updating the purpose and applicability. The intention points have been organized to focus on landscaping and walls. The focus on implementation and maintenance has been revised. The review process has been clarified, detailing what the City is looking for in a planting plan. Plant material criteria has been redefined and tied to a known industry standard. The design and development standards have been expanded to produce more dense landscape and to increase landscaping area requirements. Ms. Bridge-Denzak stated the City has been seeing projects that meet and exceed the parking requirements, and now Staff believes the City needs more soft scape. Staff has clarified landscaping definitions. There are 11 new sections beginning with a section on Purpose and ending with a section on Definitions.

Staff hopes that the Planning Commission will recommend approval of the proposed text amendment. Updates on the amendment were previously distributed to the Planning Commission.

Chairperson Iwanski invited questions.

Commissioner Webster asked if Section 12 applies to residential and commercial properties. Ms. Bridge-Denzak stated that Section 12 applies to both residential and commercial properties, but the primary focus is on new residential development.

Commissioner Webster stated her concern is with the landscape requirements for PAD subdivisions. Many of these properties are having trouble keeping the landscaping up in this economy, and now the City is making it more rigid and expensive to keep up. Ms. Bridge-Denzak stated she believes a lot of the landscaping requirements are geared not toward the lot itself, but towards the common landscape that is within the development.

Commissioner Webster stated maintenance of the common landscape is what the homeowners pay for. Ms. Bridge-Denzak stated the homeowners bought into the CC&Rs and were aware of the costs.

Commissioner Webster stated she is the president of an HOA and they are struggling to keep their heads above water. Her HOA is searching for ways to rid costs, such as taking out the grass and putting in rock. Ms. Bridge-Denzak stated a lot of the higher standards relate more to commercial, industrial and employment developments and it is a question of enforcement. She does not believe the City will go out and drive through neighborhoods filing complaints. The intention is to focus on new and large scale development, and to upgrade the standards as they relate to current developments and large scale developments.

Commissioner Webster stated she does not see that adding more burden on future homeowners is beneficial to the community. Ms. Bridge-Denzak asked Commissioner Webster to elaborate on the burden she was referring. Commissioner Webster stated the burden is in the requirement to plant a larger tree, have a higher percentage of greenbelt area, more plants, and fancier walls with more maintenance, which Code Enforcement is not helping to maintain.

Brian Berndt, Development Services Department, stated one of the things that attracts people to Avondale is this type of landscaping. While there is a financial obligation to maintain it, the City is trying to define the expectations up front. He noted that this ordinance will not have an effect on existing subdivisions.

Commissioner Webster stated she realizes it applies to future subdivisions that will incur the financial responsibility. Mr. Berndt stated part of what attracts people to certain areas is the beauty of the subdivision. People buy with an expectation that the landscaping is part of the amenities that they are paying for. Staff is trying to beautify and add value.

Chairperson Iwanski stated when the bar is raised, there are cost implications.

Commissioner Amos stated that this higher standard will be embraced and will create a different type of subdivision. The Planning Commission has talked about having a wide range of housing choices and this may be a new product, such as a gated community. She does not see the ordinance as burdensome.

Vice Chair Demlong stated this ordinance is long overdue and will promote a higher quality community, as well as help retain property values and make sure that the landscaping looks good for generations. He sees the increased costs as minimal. Vice Chair Demlong handed the rest of his comments in writing to Ms. Bridge-Denzak in the interest of time.

Chairperson Iwanski stated he is impressed with the ordinance and with the fact that Staff took seriously the input from Valley Partnership and Arizona Home Builders Association. He suggested that input from the Arizona Nursery Association be given close attention because

while home builders are cost driven, the Nursery Association is knowledgeable about the right landscaping for the climate. He pointed out that the more mature landscaping required uses less water and that quality maintenance on the landscaping uses less water and cuts costs.

Chairperson Iwanski invited further questions, and hearing none, opened the public hearing.

Alysa Lyons, Valley Partnership, stated that Staff has done an excellent job. She believes the document is a good one and she fully supports moving forward with it.

Chairperson Iwanski invited questions and heard none. With no further requests to speak, Chairperson Iwanski closed the public hearing and entertained a motion.

Commissioner Cotera moved that the Planning Commission except the findings and recommend approval of text amendment TA-08-16, amending Section 7 of the Zoning Ordinance to add the non-landscaping standards found in the current Section 12 of the Zoning Ordinance, repealing the existing Section 12 of the Zoning Ordinance, and approving a new Section 12 of the Zoning Ordinance entitled Landscape, Walls and Fences with the amendments recommended by the Staff in the Staff Report Supplement dated April 15, 2009. Vice Chair Demlong seconded the motion.

Chairperson Iwanski called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Aye
Commissioner Lageschulte	Aye
Commissioner Scanlon	Aye
Commissioner Cotera	Aye
Commissioner Webster	Nay
Commissioner Amos	Aye

The motion passed – 6 Ayes, 1 Nay

SECTION 7: SUPPLEMENTARY REGULATIONS

Section 701: Applicability

Notwithstanding any specific requirements outlined in this Ordinance, the following general regulations, where applicable, shall apply.

Section 702: General Requirements

A. No person, firm or corporation shall strip, excavate or otherwise remove topsoil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

B. Every dwelling shall be located and maintained on a "lot" as defined herein.

C. No space needed to meet the width, yard, area, coverage, parking or other requirements of this Ordinance for a lot or building may be sold or leased away from such lot or building.

D. No parcel of land which has less than the minimum width and area requirements for the zone in which it is locate may be cut off from a larger parcel of land for the purpose, whether immediate or future, of building or development as a lot.

E. Every part of a required yard shall be open to the sky and unobstructed except for accessory buildings in a rear yard. The ordinary projections of skylights, window sills, belt courses, cornices, chimneys, flues and other ornamental features and open or lattice enclosed fire escapes, fireproof outside stairways and balconies may project into a yard not more than five (5) feet except in the case of a side yard where it shall not come nearer than three (3) feet.

F. No lot shall be divided in such a way that any division of such a lot shall contain more dwelling units than are permitted by the zoning regulations of the district in which such lot is situated.

G. On an interior lot, in any Residential District, having no access to an alley and where the garage or carport is not attached to the main building, required side yards shall be maintained.

H. A mobile home, recreational vehicle, or similar vehicle shall not be considered a dwelling unit, nor occupied as such unless located in a recreational vehicle or mobile home park or mobile home subdivision. A mobile home, recreational vehicle, or similar vehicle shall be prohibited as a facility for any

non-residential use permitted in this Ordinance, except (1) construction trailers and offices which are required while construction is on-going on a site; and (2) as a residence for a caretaker and family in an industrial zone subject to a conditional use permit per Section 403.B. and 404.B.

I. Any enclosed porch or one capable of being enclosed shall be considered a part of the main building in the determination of the size of yard or lot coverage.

J. Bay windows, including their cornices and eaves, may project into any required yard not more than two (2) feet, provided, however, that the sum of such projections on any wall does not exceed one third (1/3) the length of said wall.

K. Where two (2) or more lots are used as a building site and where main buildings cross lot lines, then the entire area shall be considered as one (1) lot, except that the front of the parcel shall be determined to be the front of the individual lots as originally platted or laid out.

L. In all zones which require a front yard, no obstruction to view in excess of two (2) feet in height shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points thirty-three (33) feet from the intersection of the street lines, except trees pruned high to permit unobstructed vision for automobile drivers; and pedestal type identification signs and pumps at gasoline service stations.

M. Mechanical equipment, including but not limited to heat/cooling equipment, pool pumps, electrical equipment and motors directly related to the primary use of the property, shall be restricted from use in the front yard.

Section 703: Detached Accessory Buildings

In all Residential Districts, detached accessory buildings shall conform to the following restrictions concerning their locations on a lot.

A. Any detached accessory building not in the rear one-half (½) of the lot shall maintain such yards as are required for a dwelling unit on the same lot.

B. All detached accessory buildings placed in the rear half (½) of the lot may encroach into the required rear and side yard setbacks except in the following instances:

1. On a through lot, the accessory buildings shall not be located closer to the rear property line than the distance required for front yard setback.

2. On a corner lot contiguous to a key lot, no detached accessory building shall be erected or altered so as to come closer to the street side of the corner lot than the front yard required on the key lot, but in no event greater than twenty-five (25) feet.

3. On any other corner lot, the accessory buildings shall not be located closer to the street side property line than the setback required for the main building.

4. On a lot in the AG District, the accessory buildings shall not be located closer than twenty (20) feet to rear and side property lines.

C. No building which is accessory to any residential building shall be erected to a height greater than fifteen (15) feet; except on a residential lot in the AG District, a shelter for the keeping of animals or fowl may be erected to the maximum height allowable for the main building in that district.

D. No accessory buildings shall occupy more than twenty-five percent (25%) of the area lying between the rear of the main building and the rear property line.

E. No detached accessory building designed or used for sleeping or living purposes shall be closer to any line than is required for a dwelling unit on the same lot.

Section 704: Height Limitations

The following limitations shall apply:

A. Attached church spires, crosses, belfries, cupolas, flagpoles, clock towers, or similar features may extend above the roof no more than the height of that building. Detached features shall be no greater than twice the height of the highest building on site.

B. Chimneys, bulkheads, penthouses and domes not for human occupancy, ventilators, skylights, water tanks, and other similar mechanical equipment shall be limited to twelve (12) feet above the roof level.

C. Parapet walls or cornices (without windows) may extend to a maximum of five (5) feet above the building height limit.

D. All antennae and towers greater than thirty-five (35) feet measured from grade (refer to Section 1: Definitions) shall require a Conditional Use Permit (see Section 108). Any antenna or tower exceeding thirty-five (35) feet measured from grade shall be located at least one (1) foot from all property

lines for every foot of the antenna's or tower's height above grade.

~~Section 705: Fences and Walls~~

~~The following restrictions on fences and walls shall apply:~~

~~A. In all Residential Districts, the maximum height of freestanding walls or fences in a required front yard setback shall be three (3) feet. In the areas behind the required front yard setback, and in the rear and side yards, the maximum height of such walls shall be six (6) feet, except as noted below.~~

~~B. In Residential Districts, walls along the rear of reverse frontage of lots or walls adjacent to multi-family, commercial, or industrial uses or districts may have a maximum height of eight (8) feet.~~

~~C. Open wire fences exceeding the above heights may be built around schools and other public or quasi-public facilities when necessary for the safety or restraint of the occupants.~~

~~D. Open wire fences exceeding the above height limitations may be built around tennis courts along the rear and side yards only by approval of a conditional use permit.~~

~~E. 1. On a corner lot contiguous to a key lot, fences or freestanding walls over three (3) feet in height may be placed upon the property line except within a triangle measured ten (10) feet from the street along the common lot line, and twenty (20) feet along the property line extending from the common lot line towards the front of the corner lot.~~

~~2. On a key lot contiguous to a corner lot, a six (6) foot fence or freestanding wall may be erected along that portion of a key lot contiguous with the rear yard of the corner lot, but, such fence or wall shall not come closer to the front line of the key lot than ten (10) feet.~~

~~F. The height of a fence shall be measured from the higher of the adjacent finished grade elevations, which elevation shall be the average measured within fifty (50) feet of the fence.~~

Section 705: Reserved

Section 706: Swimming Pools

The following regulations shall apply to all swimming pools.

A. All swimming pools shall be enclosed by a solid wall or fence

or chainlink fence not less than five (5) feet in height. All gates shall be self-closing with self-locking latches and be constructed in such a manner as to prevent uninvited access. Wrought iron gates and fences shall have bar openings spaced at a maximum of four (4) inches.

B. In any Single-Family Residential District, private swimming pools shall be located in the side or rear yards, shall not be any closer than three (3) feet to any property line and may not be located within any recorded easement except with a written approval of the easement holder. In case of a corner lot, a pool may not be located closer than five (5) feet to the street side property line.

C. In any district other than those above, a private swimming pool or a semi-public swimming pool shall not be closer than seven (7) feet to any property line, except that in the case of a corner lot, a swimming pool shall not be closer than ten (10) feet to the side property line on the street aside.

D. No public swimming pool shall be located closer than twenty-five (25) feet to any lot line on the lot on which it is situated.

E. The above regulations shall apply to all non-permanent wading pools made of rubber, plastic or similar materials containing water with a depth of more than eighteen (18) inches.

F. Swimming pools shall not be located in the required front yard of any district.

Section 707: Outdoor Lighting

A. Purpose

These regulations are intended to establish procedures and standards that ensure minimal light pollution, reduce glare, increase energy conservation and maintain the quality of Avondale's physical and aesthetic character. These regulations further implement the City of Avondale comprehensive General Plan and are found to be in the furtherance of the public health, safety and welfare. They are also intended to aid in the control of lighting that detrimentally affects astronomical observation. For the purposes of this section, "*visible from contiguous real property*" shall mean any light levels, which exceed a light level of 1-foot candle at the property line.

B. Applicability

These regulations shall not apply to lighting installed prior

to July 4, 2002. These regulations shall not apply to public streetlights. These regulations shall apply to all outdoor lighting including, but not limited to, search, spot or floodlights for:

1. Buildings and structures.

2. Recreational areas.

3. Parking lot lighting.

4. Landscape lighting.

5. Other outdoor lighting.

C. Standards

1. *Recreational lighting.* The following standards apply to the lighting of all outdoor recreational facilities except baseball, softball, soccer, volleyball or football fields; driving ranges; and outdoor arenas and amphitheaters, or other field recreation facilities.

   a. The height of any light fixture or illumination source shall not exceed twenty (20) feet.

   b. All lighting or illumination units or sources shall be hooded or shielded so that they are not visible from any contiguous lot or real property.

   c. Lights or illuminating units shall not cause light to be cast upon any contiguous real property, either directly or through a reflecting device.

   d. All of the recreational lighting excepted from the above standards shall meet the following standards:

      1. All metal halide lamps shall be filtered by glass, acrylic, or translucent enclosures.

      2. No lighting of one hundred fifty (150) watts or greater shall be used after 11:00 p.m. contiguous to any residential district or use.

      3. Shields shall be provided to control external glare and minimize uplight and offsite light trespass so that light levels do not exceed one foot candle at the property line contiguous to residential districts or uses.

4. Lighting for special events after 11:00 pm requires a Temporary Use Permit for areas contiguous to any residential district or use.

2. *Sign lighting.* External lighting of the face of signs shall be placed above the sign and shielded in a manner that the illumination source shall not be visible from any contiguous lot or real property. All signage shall be constructed in conformance with Section 9 of this Ordinance.

3. *Security, landscaping, architectural, or other lighting.*

   a. All other outdoor lights shall be shielded and directed according to the following schedule:

Wattage of Each Light Source	Shielding Required	Directed Downward
Up to 100	No	No
100 to 175	Yes	No
Over 175	Yes	Yes

   b. Building mounted light fixtures shall be attached only to walls and the top of the fixture shall not be higher than the top of the parapet or roof, whichever is higher. Said lights shall be shielded and directed downward.

4. *Other pole-mounted lighting (parking, walkways, etc.).*

   a. All lights mounted on poles eight (8) feet or greater in height shall be directed down. The light source shall be shielded so that it will not be visible from any contiguous real property.

   b. Any pole-mounted lighting shall have a maximum height of twenty-five (25) feet. In or within thirty-five (35) feet of any residential zoning district and all light fixtures shall not exceed sixteen (16) feet in height.

5. *Searchlights.* The operation of searchlights shall be allowed subject to the following conditions:

   a. During the months of May through October, searchlights shall be operated only between the hours of 6:00 a.m. and 11:00 p.m.;

   b. During the months of November through April, searchlights shall be operated only between the hours of 7:00 a.m. and 10:00 p.m.; and

   c. Searchlights shall not be operated on residentially zoned properties except for grand openings of new developments.

   d. All searchlights shall be pointed skyward such that no direct light therefrom shall shine upon any building or structure.

6. *Mercury vapor lamps.* The installation of mercury vapor fixtures is prohibited.

D. Submittals Required

All new construction or reconstruction shall submit an outdoor lighting plan for the entire site, which indicates how the standards of this Section 707 are to be met.

E. Nonstandard Lighting

Any lighting, which does not meet the standards of this Section 707, shall require a use permit.

Section 708: Reserved

Section 709: Miscellaneous Standards

A. General

1. General.
   a. The intersections of arterial or section line streets are a dominant feature of the urban landscape, serving as major focal points of activity in the community. Because of the importance of these intersections, additional landscaped setbacks and design features, beyond the required minimum standards, may be imposed on property at these intersections by the City at the time of re-zoning and/or site plan approval. Such

additional features may involve:

(1) wider setbacks;

(2) unique building orientation and design;

(3) special landscape features such as fountains, walls, and screening devices;

(4) unique building architecture.

b. All landscaped areas adjacent to vehicular parking and access areas shall be protected by six-inch (6") vertical concrete curbing in order to control storm water flows and minimize damage by vehicular traffic.

c. Clustering of trees and shrubbery shall be encouraged to accent focal points or landmarks and to provide variety to the streetscape. Contouring of the ground and placement of mounds and earth berms along streets shall be required.

d. When commercial or industrial uses are adjacent to a residential use or district, the following building separation to property line shall apply:

Building Height	Setback
1 story (15')	25'
2 story (35')	50'

e. Parking Lot Landscaping

1. Parking islands or landscaped areas shall be installed at least every twelve (12) consecutive parking spaces; such islands shall be a minimum of five (5) feet wide and contain a minimum of fifty (50) square feet in area.

2. Any landscaped area used for vehicular overhang shall not be counted towards the required landscaping.

B. Site Organization and Development

1. General

a. Screening Standards

(1) The storage of materials, trash, equipment, vehicles, or other items within an enclosed storage area should not be substantially visible from adjoining streets or properties.

(2) All loading, delivery and service bays should not front onto a public street and shall be screened from public view with at least a six (6) foot wall, constructed of brick, slump block, or masonry with a stucco or mortar wash finish, designed to match the main building on the site.

Exception: In the A-1 zone, these bays must be screened from arterial streets only.

(3) Dismantling, servicing, repairing, etc. of vehicles and/or equipment shall be within completely enclosed building or within an area enclosed by brick, block, or masonry walls.

(4) Parking lots shall be screened from street view in accordance with Section 503.D.

(5) Outside display of cars, boats, trailers, trucks and other vehicles shall meet the screening requirements for parking lots.

(6) Car wash service bays shall not face onto or be substantially visible from any public street and are subject to the screening standards in 3. above.

b. Service Station Design Standards

(1) The repair of motor vehicles shall not include painting, upholstering, body and fender work or major overhauling.

(2) The minimum dimension of any service station site shall be one hundred-fifty feet (150').

(3) Pump islands shall be located at least thirty (30) feet from the street right-of-way line.

(4) The outside display of tires, oil or other sale items shall be located adjacent to the main building.

(5) Service areas and bay doors shall not front onto or be substantially visible from any public street and are subject to the screening standards in Subsection A.3. above.

(6) Service stations, which are situated within a larger commercial development, shall be separated from adjacent property by a three (3) foot wall, landscaping, or curbing, except for necessary driveways, in order to control vehicular movements and circulation.

(7) The design of the service station building and site shall be compatible with the type of development in or anticipated in nearby areas.

(8) Service stations shall be subject to all landscaping and design standards contained in this Section, including screening of parking and maneuvering areas with walls and landscaping.

c. Driveways

(1) The following schedule shall serve as a guide for the allowable number of driveways on a site, unless modified by traffic studies:

a) one driveway per abutting street;

b) one additional driveway for sites with a continuous frontage of at least three-hundred (300) feet; or, two (2) additional driveways for sites with a continuous frontage of at least six-hundred (600) feet;

c) an additional service driveway may be allowed where patrons of the development are not likely to use it (example: service driveway for a shopping center).

(2) Driveways shall not be located closer than one-hundred (100) feet to a street intersection (may be reduced to seventy-five (75) feet in certain instances of hardship).

(3) The joint use of a single driveway by two (2) or more adjoining parcels is encouraged.

(4) Right-turn lanes along public streets are encouraged for establishments with high vehicle counts to reduce disruption to through traffic. A right-turn lane should be considered for retail sites with more than eighty-thousand (80,000) square feet of building area. The right-turn lane should be utilized at the primary entrance to the site.

(5) All buildings must have adequate access for fire and emergency vehicles. The minimum width of a fire lane is twenty (20) feet.

d. Miscellaneous Design Standards

(1) No walls, buildings, or other obstructions to view in excess of two (2) feet in height shall be placed on any corner lot within a triangular area formed by the street right-of-way lines and a line connecting them at points thirty-three (33) feet from the intersection of the street right-of-way lines. Trees may be located within the triangle provided they are pruned to permit unobstructed vision.

(2) All trash or refuse collection areas shall be enclosed by a six (6) foot masonry wall, styled to match the material of adjacent walls or the main building on the site.

(3) All outdoor lighting shall be directed down and screened away from adjacent properties and streets.

(4) All undeveloped building pads within developed shopping centers or similar projects shall be either paved in asphalt or landscaped to control dust and erosion.

(5) Electrical utility, cable TV and all other utility lines for buildings shall be placed underground. Overhead lines are prohibited.

C. Building Design

1. Intent

The intent of this Section is to establish standards to encourage the orderly and harmonious appearance of structures along the City's thoroughfares.

2. General Requirements

a. The architecture of buildings shall not be prescribed and the City encourages variety in the style of structures. The architectural character of a proposed structure, however, shall be in harmony with and compatible to those in the immediate proximity, but avoiding excessive variety or monotony.

b. The City encourages and expects high quality construction and design of buildings with respect to materials, colors, finishes, form and scale.

c. Signage shall be considered an integral design element of any building and shall be compatible with the exterior architecture with regard to location, scale, color and lettering.

d. The building facades of large, massive structures shall be architecturally styled to achieve a smaller scale consistent with the character of Avondale. Large building walls shall be broken to reduce scale and provide variety to the streetscape by use of landscaping and architectural treatment.

e. Buildings should be sited and designed to achieve an optimum level of energy efficiency with regard to solar orientation.

f. Mechanical equipment, whether ground level or roof-mounted, shall be screened from public view and be so located to be perceived as an integral part of the building.

g. Accessory equipment capable of generating noise and vibrations shall be properly insulated and the noise and vibrations shall not be apparent from adjacent properties or the public right-of-way.

h. Mission tile, concrete tile, wood shake, or similar grade roofing material shall be used on all pitched roofs.

i. Equipment such as, but not limited to, telephones, vending machines, and ice machines shall be screened from street view and placed in an area designed for their use, which is an integral part of the structure.

3. All four sides of a building shall receive consistent architectural treatment.

D. Specific Building Design Requirements

1. Buildings with metal or steel exteriors shall be architecturally altered through the construction of veneers, facades, or other architectural treatments and installation of landscaping to minimize the extent of metal surfaces visible from the street. All roof-mounted mechanical equipment shall be screened in accordance with Section 505.B.6.

2. Drive-thru windows shall not face onto a public street. Stacking lanes shall be screened from the street with three (3) foot masonry walls and/or berms.

3. All buildings located within a unified, planned development, such as a shopping center, shall be architecturally styled to achieve harmony and continuity of design. Building elevations shall be coordinated with regard to color, texture, materials, finishes, and form.

RESOLUTION NO. 2831-609

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE LANDSCAPE, WALLS AND FENCES REGULATIONS."

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That certain document entitled the "City of Avondale Landscape, Walls and Fences Regulations," 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, June 15, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

ORDINANCE NO. 1376-609

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 7, SUPPLEMENTARY REGULATIONS, SECTION 12, DESIGN STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS, AND ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE CITY OF AVONDALE LANDSCAPE, WALLS AND FENCES REGULATIONS.

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the "Commission") and the Council of the City of Avondale (the "City Council") were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on April 16, 2009, after which the Commission recommended to the City Council that the actions contemplated by this Ordinance be approved; and

WHEREAS, the City Council held a public hearing on this Ordinance on June 15, 2009.

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

SECTION 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. That the Zoning Ordinance, Section 705, Fences and Walls, is hereby deleted in its entirety and reserved for future use.

SECTION 3. That certain document known as the City of Avondale Landscape, Walls and Fences Regulations, three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2831-609 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 4. That the City of Avondale Zoning Ordinance (the "Zoning Ordinance"), Section 12, Design Standards for Commercial and Industrial Districts, is hereby deleted in its entirety and replaced by the City of Avondale Landscape, Walls and Fences Regulations, which shall be inserted into the Zoning Ordinance as a new Section 12, Landscape, Walls and Fences.

SECTION 5. That any person who fails to comply with any provision of the Landscape, Walls and Fences shall be subject to civil and criminal penalties as set forth in Section 114 of the Zoning Ordinance. Civil penalties shall not exceed $1,000.00. Criminal penalties shall constitute a class one misdemeanor, punishable by a fine not to exceed $2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 6. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Landscape, Walls and Fences Regulations 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.

SECTION 7. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, June 15, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY OF AVONDALE

LANDSCAPE, WALLS AND FENCES REGULATIONS

SECTION 12
LANDSCAPE, WALLS AND FENCES

Sections

1201 Purpose
1202 Applicability
1203 Definitions
1204 General Landscape Provisions
1205 Landscape Design Standards
1206 Landscape Plans
1207 Landscape Inspections
1208 Walls and Fences
1209 Maintenance

1201 Purpose

The purpose of this Section 12 is to provide standards and regulations for the installation of landscaping, walls and related materials for all new and expanded development within the City of Avondale. The standards and regulations of this Section 12 shall promote the following objectives:

A. To promote the general welfare of the community.

B. To effectuate attractive and logical development.

C. To aid in the enhancement of property values.

D. To create an attractive appearance along city streets.

E. To complement the visual effect of buildings.

F. To provide buffers between various land uses and protection from intense activities and to avoid or reduce negative impacts regarding visual, sound, privacy and/or glare to and from land uses.

G. To aid in conserving water by encouraging the use of varieties of plants, trees and shrubs indigenous to arid regions which are characterized by low-water consumption.

1202 Applicability

A. The provisions of this Section 12 shall apply to the following:

1. All new development or construction.

2. All building exterior remodeling, alterations, additions or expansions that:

a. Increase the number of stories in a building on the lot.

b. Increase by more than ten percent (10%) or ten thousand (10,000) square feet, whichever is less, the combined floor areas of all buildings on the lot.

c. Increase the building or parking coverage on the lot by more than two thousand (2,000) square feet.

3. All changes of occupancy in the use or development of land which require the approval of a site plan, minor land division or subdivision plat by the City.

4. The standards and regulations of this Section 12 shall be held to be the minimum requirements necessary for the promotion of the objectives set forth in Section 1201 above.

B. These provisions shall not apply to the following:

1. Lots or sites within an approved and unexpired Planned Area Development (PAD) which has been approved with its own landscape plan and/or written landscaping standards prior to the adoption of this Section.

2. Site Plans that include landscaping approved and/or submitted for review prior to the adoption of this Section.

3. Lots or sites subject to the provisions governing amendment to approved site plans, set forth in Section 106, Site Plan Review.

1203 Definitions

As used only in this Section 12, the following terms shall have the meaning ascribed to them below:

A. "Arizona Nursery Association (ANA)" means a professional trade organization dedicated to the promotion and advancement of the nursery industry for its members and the public they serve.

B. "Cacti" means any family of plants that have fleshy stems and branches with scales or spines instead of leaves and is capable of storing water and requiring no supplemental irrigation.

C. "Caliper" means a standard measurement for trees based on the diameter of a tree trunk as measured a specific distance above the ground based on the type of tree. Measurement standards vary between single trunk and multi-trunk tree forms. Tree calipers for standard (single) trunk trees shall be measured at the widest point within the first four (4) to six (6) inches above the soil line for trees with four (4) inch caliper and less; and six (6) to twelve (12) inches for trees greater than four (4) inch caliper. Tree caliper for multi-trunk trees shall be measured at the widest point

within the first six (6) inches above origination point of the second largest trunk or six (6) inches above ground if all trunks originate from the soil. Caliper of multiple trunk trees shall be determined by taking the average caliper of its two (2) largest trunks.

D. "Crown" means the branches, twigs and leaves that make up the foliage portion of the tree. The crown is measured by its crown spread diameter, which is the average of the widest branch spread and that perpendicular to it.

E. "Evergreen Tree or Shrub" means a tree or shrub of a species which normally retains its leaves/needles throughout the year.

F. "Fence" means a barrier that serves to enclose an area intended to prevent intrusion or maintain inclusion at the boundary's limits. A fence shall not be considered or used in place of a required landscape screen.

G. "Groundcover, Vegetative" means living landscape materials characterized by horizontal as well as vertical growth but which generally do not exceed eighteen (18) inches in height. The intent of groundcover plants, when properly installed, is to form a continuous cover over the ground.

H. "Groundcover, Non-vegetative" means landscape materials that are not living. These materials include, but are not limited to decomposed granite, gravel, crushed rock, boulders, river rock or other similar materials. Pavements shall not be not considered groundcovers for the purposes of this Section.

I. "Landscape Architect" means a person registered to practice landscape architecture in the State of Arizona.

J. "Landscape Buffer" means a landscape area located on the perimeter of a site that serves to screen the visual impacts caused by the differences in use.

K. "Landscape Maintenance Schedule" means a submitted and approved document describing the planting and irrigation protection plan that will cover a planting installation's short term and long term maintenance requirements.

L. "Landscape Material" means any materials, vegetative and non-vegetative, used for the purpose of landscape improvements which may include, but shall not be limited to, the following: trees, shrubs, groundcovers, turfs, vines, berms, non-vegetative groundcover materials, irrigation equipment, fences and walls.

M. "Landscape Plan" means a graphic representation of the development site indicating the location of all existing and proposed landscape improvements to be present on the site at the completion of the construction of the project. Such landscape plans shall consist of preliminary and final plans as set forth herein that includes all site elements that may impact the location of landscape materials.

N. "Landscaping" means an exterior improvement of property in accordance with an approved landscape plan and utilizing approved landscape materials.

O. "Maintenance" means the process of keeping a landscape healthy, clean, safe and attractive by landscape irrigation management, general care of landscape areas including but not limited to weeding, erosion control and revegetation, turf care maintenance, ornamental pest control, seasonal flower color programs, professional tree care and water feature maintenance.

P. "Multiple Trunk Tree" means a tree with more than one main trunk. To be considered a multiple trunk tree, additional trunks should originate either from the soil line or no higher than twelve (12) inches above ground. Any tree that has additional trunks (scaffold branches) higher than twelve (12) inches are not considered multiple trunk trees.

Q. "Palm Tree" means a vertical palm that can reach twenty (20) feet or greater in height upon maturity.

R. "Plant Material" means all vegetative landscaping material.

S. "Retention Basin" means a basin designed for the retention of stormwater, having a depth in excess of eighteen (18) inches and has a permeable surface.

T. "Shrub" means a woody plant which has several stems that rise from the ground level.

U. "Tree" means a woody plant that has a single or multiple trunk(s) at ground level

V. "Tree Height" means a tree measurement from the ground to the topmost portion of the tree. On small, multi-trunked trees, tree height is measured to the top of the main body of the crown.

W. "Tree Topping" means the cutting back of limbs to a point between branch collars/buds, larger than one inch in diameter within the tree's crown. Also referred to as hat racking, heading and pollarding.

X. "Turf" means continuous plant coverage consisting of grass species that is mowed to maintain an established height.

Y. "View Fencing" means decorative wrought iron fence panels with vertical pickets that present an opening of four (4) inches or less and are designed as an integral part of the wall.

Z. "Wall" also referred to as "screen wall" means a solid barrier designed and constructed so as to conceal areas used for refuse, mechanical equipment, parking and service and loading bays from street and public view and to separate potential incompatible land uses.

AA. "Xeriscape" means a landscaping method that maximizes the conservation of water by the use of site-appropriate plants and an efficient watering system.

1204 General Landscape Provisions

A. Planting Criteria.

1. All trees and plant material used within the City shall conform to the most current version of the Arizona Department of Water Resources ("ADWR") "Low Water Use/Drought Tolerant Plant List."

2. All trees sizes shall be in accordance with the standards as described by the Arizona Nursery Association's "Recommended Average Tree Specifications."

3. Plants shall be placed in such a way as to maximize survivability (i.e. low water-use plants should not be placed in drainage ways).

4. The following plant material varieties shall be prohibited:

a. Invasive plants and noxious weeds including, but not limited to, Desert Broom (Baccharis sarothroides), Salt Cedar or Tamarisk (Tamarix sp.), Giant Reed (Arundo donax), Mexican Palo Verde (Parkinsonia aculeata), Buffelgrass (Pennisetum ciliare), Fountain Grass (Pennisetem setaceum, African Sumac (Rhus lancea), Russian Olive (Elaeagnus angustifolia) and Tree of Heaven (Ailanthus altissma).

b. Mulberry Trees (Morus sp.).

c. Olive Trees (Olea europaea) with the exception of the Swan Hill™ and Wilson™ Olive varieties.

5. Plant material that meets the planting criteria as set forth herein, but which is not found on the current ADWR Low Water Use/Drought Tolerant Plant List may be found acceptable, subject to by approval of the Zoning Administrator or authorized designee. Any material considered an invasive species shall not be permitted.

6. Tree Size Minimum Standards.

a. All single trunk trees shall be two (2) inch caliper minimum size.

b. All multi-trunk trees shall be one and one-half (1-1/2) inch caliper minimum.

c. All trees shall be specified in the schedule of plant material (required as part of the Preliminary Landscape Plan and the Final Landscape

Plan) by caliper, height and by any other relevant features which defines the exact plant material being proposed. Trees specified by nursery container sizes only shall not be accepted.

d. All Mexican Fan Palms (Washington Robusta), California Fan Palms (Washingtonia Filifera) and Queen Palms (Cocos Plumosa) shall have a minimum eight (8) foot trunk height measured from the base of the trunk to the base of the fronds.

7. Trees shall have crowns that are full and symmetrical, meet the caliper and height criteria as specified on the drawings and meet or exceed industry standards. Shrubs shall be full with strong root growth and meet the criteria as specified on the drawings.

8. Shrub and Vegetative Groundcover Minimum Criteria.

a. All shrubs shall be no less than five gallon in size.

b. All groundcover shall be no less than 5-gallon in size. Four (4) 1-gallon container plants may be substituted for one (1) 5-gallon container plant.

9. No artificial plant materials may be used to satisfy the requirements of this Section, with the exception of artificial turf at recreational facilities if approved by the Zoning Administrator.

B. Ground Level Treatment.

1. General.

a. All landscaped areas shall be composed of a combination of plant materials and non-vegetative ground cover designed to accomplish the objectives set forth in Section 1201 above and to the minimum standards as set forth below.

b. All landscaped areas shall be finished with a natural topping material including but not limited to the following: turf, groundcover, planting, decomposed granite, river run rock, expanded shale, native stone or bark as set forth herein. A post-emergent herbicide shall be applied to the ground after the placement of non-vegetative ground cover materials in any landscaped area to prevent weeds.

2. Materials.

a. Decomposed Granite shall be three-quarter (3/4) inch select material or larger and installed a minimum of two (2) inch depth.

b. Any river rock material must be embedded in concrete to a depth of two-thirds (2/3) the dimension of the rock to prevent its removal or relocation. Each rock shall not be spaced further than three-quarter (3/4) inch from another rock.

c. The use of turf shall be restricted according to the provisions as set forth herein. Sod shall be specifically cultivated to thrive in the conditions present at the particular site. The use of non-native and/or high water consumptive turf is discouraged. The applicant must provide information regarding the composition of a sod as part of the detailed plant list as required. The use of seed for turf installation shall be prohibited.

d. Other non-vegetative groundcover materials may be used subject to approval by the Zoning Administrator.

3. The installation of turf shall be limited to the following uses: single-family residences and their accessories, outdoor recreation facilities including parks and golf courses, schools, churches, resorts and retention basins and basin slopes.

C. Irrigation.

1. All landscaping shall be serviced with a permanent underground automated irrigation system designed in compliance with the "Minimum Standards for Landscape Irrigation" as published by the Arizona Chapter of the American Society of Irrigation Consultants. A backflow prevention assembly shall be provided and caged according to standard details adopted by the City. All irrigation systems and landscaped areas shall be designed, constructed and maintained so as to promote water conservation and prevent water overflow or seepage into the street, sidewalk or parking areas.

2. Any areas requiring restoration of natural vegetated areas shall require irrigation for at least three (3) years, unless the Zoning Administrator determines that the vegetation has become sufficiently established at an earlier date.

1205 Landscape Design Standards

A. General.

1. Design Manuals.

a. All landscaping for single-family residential development shall meet or exceed the guidelines for landscaping as set forth in the City's Single-Family Residential Design Manual.

b. All landscaping for commercial, employment and/or multi-family development projects shall meet or exceed the guidelines for landscaping as set forth in the City's Commercial/Industrial/Multi-Family Design Manual.

2. All development projects shall provide landscaping in all portions of the development site not required for buildings, structures and loading and vehicular access ways in accordance with the required landscape improvements as set forth herein.

3. Areas covered by decomposed granite or similar material shall not have open spaces in between plants that exceed more than seven (7) feet in any direction as measured between plant canopies.

4. Plant material shall be utilized to aid screening of parking, dumpster enclosures, outdoor storage areas, alleys, infrastructure such as utility cabinets, transformers and backflow preventors and service and utility areas.

5. Landscaping shall be designed and maintained in accordance with the height, location and sight visibility requirements as set forth herein.

6. A minimum of sixty-five percent (65%) of all shrub material shall be arranged in massings. Shrubs shall be massed together with no less than five (5) shrubs per massing. Each shrub will be placed no further apart than fifty percent (50%) of the mature size of the selected material. Distances between shrub massings shall not exceed seven (7) feet in any direction. For the purpose of this Section 12, two (2) vines may be substituted for a required shrub when located adjacent to a solid wall.

7. Groundcover material shall be arranged in massings. A groundcover massing shall cover a minimum area of three hundred (300) square feet. Each groundcover plant shall be placed no further apart than fifty percent (50%) of the mature size of the selected material. Distances between groundcover massings shall not exceed seven (7) feet in any direction.

8. Mounding and contouring of landscaped areas shall be required. Slopes shall not exceed a four to one (4:1) side slope ratio unless bank stabilization methods are implemented.

9. Landscaped areas shall not be used for parking of vehicles, display of merchandise or other uses detrimental to the landscaping.

10. A minimum of fifteen percent (15%) of plant material shall be cacti or other succulents. Thorny plants and cacti shall not be planted where their mature spread would be closer than four (4) feet from any walkways or parking area curbing.

B. Required Landscape Improvements per Zoning Districts

1. Commercial Zoning Districts. For all development within the Commercial Zoning Districts (R-O, C-O, C-1, C-2, C-3) a minimum of one (1) tree per five hundred (500) square feet of required on-site landscaped areas shall be provided. This number of trees shall not include the trees required in a landscape buffer, parking lot, street frontage or right-of-way planting as specified in this Section 12.

2. Employment Zoning Districts. For all development within the Employment Zoning Districts (CP, A-1) a minimum of one (1) tree per four hundred (400) square feet of required on-site landscaped areas shall be provided. This number of trees shall not include the trees required in a landscape buffer, parking lot, street frontage or right-of-way planting as specified in this Section 12.

3. Single-family Residential Zoning Districts. For all development within the Single-Family Residential Zoning Districts (AG, R1-35, R1-15, R1-8, R1-6, R1-5) a minimum of three (3) trees per dwelling unit shall be provided. One (1) of the required trees per lot shall be placed in commonly held and maintained landscaping areas between the lot and any drive or street that serves as an access for the lot, if such common area exists.

4. Multi-family Residential Zoning Districts. For all development within the Multi-family Residential Zoning District (R-2, R-3, R-4) a minimum of one and one-half (1-1/2) trees per dwelling or guest unit shall be provided. This number of trees shall not include the trees required in a landscape buffer, parking lot, street frontage or right-of-way planting as specified in this Section 12.

5. City Center District.

   a. For all development within the City Center District, landscaping shall meet or exceed the design guidelines and requirements for street design, street tree criteria, parks, open space, landscaping and overall design and development guidelines as set forth in the City Center Specific Plan.

   b. All landscape material shall meet or exceed the requirements as set forth herein.

   c. All landscape maintenance standards shall meet or exceed the requirements as set forth herein. An approved Landscape Maintenance Schedule shall be submitted and approved as set forth herein.

C. Required Landscape Areas

1. General. All development projects shall provide on-site landscaped areas located in accordance with the following standards and requirements:

   a. For CP development within the Employment Zoning District, landscaped areas shall be provided on the site in an amount equal to or greater than fifteen percent (15%) of the ground floor area of all buildings or ten percent (10%) of the net site area, whichever is greater.

   b. For A-1 development within the Employment Zoning District, landscaped areas shall be provided on the site in an amount equal to or greater than ten percent (10%) of the ground floor area of all buildings or five percent (5%) of the net site area, whichever is greater.

   c. For all developments within the Multi-family Residential Zoning Districts (R-2, R-3, R-4), landscaped areas shall be provided on the site in an amount equal to or greater than twenty percent (20%) of the net site area; and shall be increased by five percent (5%) for each additional floor over one-story to a maximum of fifty percent (50%) of the net site area.

   d. For all development within all other zoning districts, landscaped areas shall be provided on the site in an amount equal to or greater than twenty percent (20%) of the net site area.

   e. Future building pads within a phased development shall be improved with decomposed granite as specified below.

   f. Street frontage requirements shall be as specified below.

2. Street Right-of-Way Landscaping.

   a. The landscaping of all street rights-of-way contiguous with the proposed development site not used for street pavement, curbs, gutters, sidewalks, transit facilities or driveways or other facilities as required shall be landscaped as set forth herein.

   b. No trees shall be located within the established public utilities easement. Shrubs and groundcover are permissible.

   c. Median landscaping shall be designed, planted and maintained in such a way so as not to obstruct visibility at median breaks or to create safety issues.

d. The minimum width for a planted median is five (5) feet. Median width is measured from the back of median curb to back of median curb.

e. Medians less than five (5) feet in width shall not be planted. Ground level treatment shall be decorative material as approved by the Zoning Administrator.

f. Medians five (5) feet to ten (10) feet in width shall have no trees unless otherwise approved by the Zoning Administrator; provided, however, that in no event shall trees be planted in a median with a width less than eight (8) feet. Shrubs shall be provided at one (1) per two hundred and fifty (250) square feet of area and shall meet the requirements as set forth herein.

g. Medians greater than ten (10) feet in width shall have a minimum number of trees provided at one (1) tree per twenty-five (25) linear feet of median length; provided that there shall be no less than three (3) trees in a single median. Trees shall meet the requirements as set forth herein. Shrubs shall be provided at one (1) per two hundred and fifty (250) square feet of area and shall meet the requirements as set forth herein.

3. Street Frontage.

a. Landscaping shall be planted along all street frontage in a designated landscape setback zone as approved through the development plan review process.

b. Parking and maneuvering areas shall not be permitted in the landscape setback except access drives and access walkways.

c. Landscaping installed in the street frontage shall not be used to satisfy the aggregate landscape area requirements as set forth herein.

d. The landscape setback shall be a minimum width along a particular street frontage and shall be established and maintained along all classified streets between any building and/or structure, on-site parking area or outdoor storage area and the nearest point of the property line. Landscape setbacks shall be as follows:

i. Single-family residential developments: For arterial streets, a landscape setback of thirty (30) feet shall be required. For collector streets, a landscape setback of fifteen (15) feet shall be required.

ii. Multi-family, commercial and employment developments: For arterial and collector streets, a landscape setback of

twenty (20) feet shall be required; provided, however, that a larger landscape setback is encouraged and any additional landscape setback provided may be used to satisfy the aggregate site design area requirements as set forth in Section 7 of this Zoning Ordinance.

iii. The landscape setback requirements shall not be applied to individual single-family lots, the City Center District and the OTAB District requirements.

e. The installation of street trees, shrubs and vegetative groundcover shall be required for all applicable projects in an amount equal to or greater than one (1) tree and ten (10) shrubs for every twenty (20) feet of street frontage and vegetative groundcover as required to meet a minimum of sixty-five percent (65%) of the total street frontage landscaped area. This minimum quantity of trees, shrubs and vegetative groundcover shall be located in the street right-of-way landscaped area and shall be designed and located to enhance the proposed development project and the streetscape.

f. All street frontage landscaping located adjacent to driveway exits, street intersections and sight visibility easements shall be designed, installed and maintained in a manner that preserves sight line visibility.

4. Arterial Intersections.

a. At the intersection of two (2) arterial roads, a planting easement shall be provided at each corner. The planting easement shall cover the area contained within a triangle drawn as follows: Beginning at the point where lines drawn from the back of the street curbs adjacent to each corner intersect (the "Starting Point") and measuring fifty (50) feet along each street curb from the Starting Point (each such point being referred to as an "End Point") and then completing the triangle by connecting the End Points.

b. Landscape and planting materials shall be provided in this landscape easement in quantities not less than those required for a median greater than ten (10) feet in width, as set forth above.

c. All landscape treatments within this planting easement shall meet the requirements adopted by the City relating to sight visibility.

5. Land Use Buffers.

a. Minimum landscape buffers shall be required along all property lines of a site developed for Multi-family Residential, Commercial or Employment Zoning Districts or uses when such property lines are

"contiguous" with any Single-family Residential use or Single-family Residential Zoning District. For the purpose of this subsection 1205(C)(5), contiguous shall include properties separated only by an alley. Buffers shall be required as follows:

i. Fifteen (15) feet where any Multi-family Zoning District or use abuts a Single-family Zoning District or use.

ii. Twenty-five (25) feet where any Commercial Zoning District or use abuts a Single-family Residential Zoning District or use.

iii. Thirty-five (35) feet where any Employment Zoning District or use abuts a Single-family Residential Zoning District or use.

iv. Forty (40) feet where any loading docks, trash enclosures and service drives abut a Single-family Residential Zoning District or use.

b. No landscape buffers shall be required for Multi-family residential uses contiguous with other Multi-family Zoning Districts or uses; provided, however, that a screen wall shall be required at the property boundaries.

c. The landscape buffer areas as set forth herein shall provide a vegetative screen improved with a minimum of one (1) screening tree spaced at each fifteen (15) foot interval of the property boundary being screened.

d. A landscape buffer screen wall shall be designed and constructed in accordance with the provisions as set forth herein and shall be required along all property lines of a site developed for multiple-family, residential, commercial or employment uses when such property lines are contiguous with or separated only by an alley from a Single-family Residential development or zoning district.

6. Parking Lot Landscaping and Parking Structures.

a. Parking lots shall have landscape treatments that provide shade and allow for natural surveillance. Except as otherwise provided in this Section, a minimum of fifteen percent (15%) of all parking lot areas shall be landscaped. This requirement is exclusive of any on-site landscape area requirement as set forth herein.

b. Parking lots shall be designed and constructed in accordance with Section 8, Off-Street Parking.

c. All parking lots shall be separated from adjacent residential uses or zoning districts by a twenty (20) foot landscaped strip planted with a minimum of one (1) tree every fifteen (15) linear feet and a screen wall as specified herein.

d. A minimum of one (1) tree shall be provided for every five (5) parking spaces, exclusive of perimeter landscaping and street trees. Trees must be planted within landscape planting islands throughout the parking lot.

e. Landscape planting islands shall include, at the time of installation, a minimum of (a) one (1) tree, three (3) shrubs and five (5) groundcovers for a planting island with parking on only one side and (b) two (2) trees, three (3) shrubs and five (5) groundcovers for a planting island with parking on more than one side. All groundcovers in parking lot landscape planting islands shall not exceed two (2) feet in height and be of a species that will not grow to interfere with natural surveillance of the parking lot.

f. Tree trunks shall not be placed closer than fifteen (15) feet, measured horizontally, from a light source. Trees and lighting shall be located to avoid conflicts with one another and to avoid conflicts with existing and proposed structures.

g. Shrubs and trees shall not be planted within the two (2) feet overhang at the head of a parking stall.

h. Parking structures shall have perimeter landscaping, consistent with building setbacks and which shall be designed to provide partial screening of walls and vehicle lights, shade along sidewalks and natural surveillance into parking structures.

7. Retention Basins. All on-site water retention areas, other than paved surfaces shall be entirely landscaped and shall comply with the following criteria:

a. The retention areas shall not occupy more than fifty percent (50%) of the on-site street frontage landscape area, unless approved by the Zoning Administrator where shallow depths for multi-use are proposed for the basin.

b. All retention areas shall maintain slopes no steeper than a six to one (6:1) ratio when adjacent to public rights-of-way or where there is pedestrian access to that portion of the basin. Side slopes adjacent to walls, fences, hedges and other areas with limited pedestrian access may have side slopes up to a four to one (4:1) ratio.

c. Provide a minimum five (5) foot wide level area at the top of the basin slope.

d. No sidewalk or walkway shall be located closer than five (5) feet to the top of any adjacent basin slope.

8. Building Frontage.

a. Foundation planting shall be required adjacent to buildings fronting on public streets. A minimum of fifty percent (50%) of the building frontage shall be landscaped as set forth herein.

b. Foundation planting shall include trees, shrubs and groundcover. The minimum width for any foundation planting area shall be ten (10) feet. Vehicle overhang is not permitted.

c. Foundation planting may include a level bed, raised planters, planted pots with trees and shrubs or a combination of these treatments.

9. Site Visibility Easements. All landscaping and landscaping materials installed in a City of Avondale Sight Visibility Triangle and/or within an Arizona Department of Transportation Sight Distance Triangle shall be installed and maintained so that no shrub or groundcover shall exceed two (2) feet in height and all trees shall be limbed up to seven (7) feet clear.

1206 Landscape Plans

A. General Landscape Plan Requirements. Landscape plan submittals consisting of a preliminary landscape plan, a final landscape plan and a landscape maintenance schedule shall be prepared, submitted and approved for all applicable development projects in accordance with the procedures and requirements set forth herein and as required under Section 1 of this Zoning Ordinance. All plans shall be stamped and signed by a registered Landscape Architect licensed in the State of Arizona.

B. Preliminary Landscape Plan. The Preliminary Landscape Plan shall illustrate the site layout and amenities (including all walls within the landscape areas), plant material and plant locations. The Preliminary Landscape Plan shall include the following information:

1. Proposed locations for all landscaping material, organic and inorganic, used on the site.

2. A specific schedule of all plant material, which shall be identified by common and botanical name and shall clearly indicate the quantities and sizes of each to be installed.

3. Preliminary locations of all easements on the site including, but not limited to, public utility easements, drainage easements, roadway easements and United States of America irrigation easements.

4. A completed planting data sheet.

5. Site lighting locations for coordination purposes.

6. Locations of all above grade detention/retention stormwater basins.

7. All preliminary utility locations that impact the locations of any plant material including but not limited to transformers, backflow preventers and light and sign poles.

8. Any other pertinent information as requested by the Zoning Administrator as necessary to evaluate the landscaping.

C. Final Landscape Plan. The Final Landscape Plan shall be submitted concurrently with all other required site improvement and construction plans at the time of application for a building permit. Any alterations to the approved Preliminary Landscape Plan must be approved by the Zoning Administrator prior to the Final Landscape Plan submittal. The following information shall be added to the Final Landscape Plans for review:

1. Revised locations, if any, for all landscaping material, organic and inorganic, used on the site.

2. Any revisions to the schedule of plant material.

3. Final locations of all easements on the site, including but not limited to public utility easements, drainage easements, roadway easements and United States of America irrigation easements.

4. Final utility locations including but not limited to transformers, backflow preventors, lights and all signs.

5. A sheet of landscape details and corresponding construction notes. All required City notes are to be shown on all sheets.

6. An irrigation plan, irrigation detail plan and corresponding sheet of irrigation construction notes shall be provided indicating the layout and details of the irrigation system including the type and location of all materials utilized.

7. A Landscape Maintenance Schedule, including, at a minimum:

   a. A landscape maintenance narrative that describes the theme of the selected plant palette and the overall design intent (i.e. preserving the natural characteristics of each material).

   b. The approved plant list including plant size, irrigation emitter allocation and specific plant maintenance notes.

c. A monthly maintenance schedule describing seasonal maintenance requirements per material such as, but not limited, to fertilization, pruning and irrigation adjustments.

8. Any other pertinent information as requested by the Zoning Administrator as necessary to evaluate the Final Landscape Plans.

1207 Landscape Inspections

A. All projects required by this Section 12 to be landscaped must be inspected and receive approval from the Zoning Administrator or authorized designee prior to a Certificate of Occupancy being issued by the City. Such inspections shall be requested by the applicant at least forty-eight (48) hours in advance.

B. The Zoning Administrator shall refuse to approve any project not meeting the provisions set forth herein. The Zoning Administrator shall also reject landscape materials that are substandard as to size, condition or appearance.

C. The applicant may request a pre-inspection of materials either on site or at the supplier; provided, however, that any such pre-inspection shall only provide assurance as to the type of landscape materials and shall not constitute an acceptance of the final landscaping as installed.

1208 Walls and Fences

A. In all locations where walls are either required by this subsection or desired by the property owner, the walls shall conform to all provisions as set forth herein.

B. General Wall and Fence Design Standards.

1. All landscape walls and fences for single-family residential development shall meet or exceed the guidelines for landscaping as set forth in the Single-Family Residential Design Manual for the City of Avondale.

2. All landscape walls and fences for Commercial, Employment and/or Multi-family development projects shall meet or exceed the guidelines for landscaping as set forth in the Design Manual for Commercial/Industrial/Multi-Family for the City of Avondale.

3. All walls and fences shall meet all current building code material and construction standards. Minimum finished wall thickness shall be no less than six (6) inches.

4. All walls shall be articulated to create visual interest by means such as but not limited to a change in plane, curves, material accents, regularly spaced pillars or sculptural insets.

a. All walls along arterial or collector streets, except Perimeter Walls at Single-family Residential Developments described in subsection 1208(E) below, with a continuous length greater than one hundred and fifty (150) feet shall use an undulating pattern at minimum intervals of fifty (50) feet to provide variety and visual interest. The undulation depth parallel to the street line shall be a minimum of three (3) feet.

b. Walls shall be opaque and linear when separating one property from another.

c. A minimum of three (3) different materials is required for every wall on site. Materials shall be masonry block that is six (6) or eight (8) inches wide, concrete, precast concrete, stone or a similar solid, durable, equal or better quality material and shall conform to the following:

i. Wall materials shall match the primary building on-site and related site features.

ii. Color variation shall not constitute a change in materials. Textural variation shall constitute a change in materials for up to two (2) materials.

iii. Material accents, sculptural insets and other aesthetic wall enhancements shall be considered a separate material use as approved by the Zoning Administrator.

iv. Walls that are completely veneered with stone, brick or finished with other similar quality materials may be excluded from this requirement if approved by the Zoning Administrator.

v. Concrete and masonry walls shall be stuccoed and painted to match the primary on-site buildings; provided, however, that the use of stuccoed walls is limited to fifty percent (50%) of the required wall lengths.

vi. Split-faced, grid or similar decorative types of block shall not be stuccoed and/or painted.

5. All walls shall have a decorative cap not to exceed the maximum wall height allowed. Solid concrete or precast concrete walls shall be articulated so a wall cap is represented.

6. An ornamental iron fence with veneered and capped, masonry pillars may be approved as a substitute for an opaque wall if the wall is not required for

visual screening such as for land use buffer requirements, service areas, trash enclosures, outdoor storage areas or parking areas.

a. Pillars shall be spaced no greater than twenty-five (25) feet on center.

b. The fence and pillar treatment as set forth herein may be used where a Multi-family Residential development is contiguous with other Multi-family Residential Zoning Districts or uses.

7. Gates: In those instances where a wall is erected as an enclosure, a gate of equal height shall be required in order to secure the enclosure. The gate shall be an opaque, non-wooden material and shall be compatible with the design of the buildings and related site features.

8. Wire Fencing: The use of wire fencing is restricted to single-family residential lots and recreational sport courts (i.e. tennis, basketball, volleyball, etc.) and shall be vinyl coated. The height limitation may be exceeded when fencing is built around tennis courts along the rear and side yards only and by approval of the Zoning Administrator. Vinyl coating for wire fencing shall be black, dark brown or dark green.

9. Barbed Wire Fences: Barbed wire shall be prohibited except for temporary construction sites in all zoning districts, provided that the barbed wire is located six (6) feet or more above grade. If barbed wire has not been removed from the site at the time of final inspection, a certificate of occupancy shall not be issued.

C. General Wall and Fence Height Standards.

1. The maximum height of any freestanding wall or fence shall be measured from the highest adjacent finished surface of the ground, paving or sidewalk within twenty (20) feet of the base of the wall.

2. Walls in a required front yard building setback, including walls for single-family dwellings, shall be three (3) feet-six (6) inches maximum in height. An increase in the maximum height may be permitted subject to review and approval by the Zoning Administrator. Notwithstanding this authority, the maximum height that may be approved is six (6) feet. For all heights above three (3) feet-six (6) inches, the property owner shall demonstrate that a natural surveillance to the street will be maintained by incorporating openings, providing transparent materials or varying height/materials.

3. In areas behind a required front yard building setback and within the required rear and side yards, including walls for single-family dwellings, the maximum height of walls shall be six (6) feet, except where a taller wall is necessary to screen service areas. For single-family uses, the maximum height shall be eight (8) feet when adjacent to an arterial road.

4. A masonry wall shall be required for through lots with rear lot lines adjacent to an arterial street, and the maximum height of such rear wall shall be eight (8) feet.

5. All walls shall be subject to review and approval through development plan review. Any wall in excess of six (6) feet shall require a building permit, as required by the City's adopted Building Code.

D. Land Use Buffer Screen Walls. Screen walls required in landscape buffers as set forth herein shall be located along all common property lines and shall meet the following height requirements:

1. Six (6) feet when a screen wall separates a Single-family Residential District or use from a Commercial and/or Multi-family Residential District or use. The Zoning Administrator may determine that an 8 (eight) foot wall may be warranted in certain cases.

2. Eight (8) feet when a screen wall separates a Single-family Residential District or use from an Employment District or use.

3. Six (6) feet when along interior property lines separating individual development sites.

E. Perimeter Walls at Single-family Residential Developments.

1. Perimeter walls shall be architecturally enhanced with landscaping and materials that complement the development's architecture, provide a distinct design that represents the specific community and meet the intent of design standards as specified herein.

2. Eight (8) foot tall, six (6) inch thick walls required along all arterials.

3. Six (6) foot tall, six (6) inch thick walls are required along all collectors and local streets.

4. Perimeter walls shall stagger at least once every one hundred (100) feet, with a design that employs a design/pattern every six hundred (600) feet and a column every three hundred (300) feet. A minimum of a four (4) inch pilaster cap and four (4) inch block cap is required.

5. Accent materials shall be brick, stone, tile, travertine or other materials sustainable in a desert environment.

6. All perimeter walls shall be constructed concurrent with the associated phase of development.

7. Theme walls shall be installed in all areas visible from public view with enhanced landscaping to compliment the architecture and related on site features.

8. View fencing shall be integrated into a development along open space areas with wrought iron or other decorative materials that promote views corridors and safety.

F. Parking Lot Screens. All on-site parking areas adjacent to any street shall be screened from street view according to the provisions as set forth herein. This standard can be met through the use of the following screening methods, which may be used individually or in combination:

1. Parking lot screen walls shall be a minimum of three (3) feet-6 (six) inches in height constructed of masonry or concrete, be a minimum of six (6) inches in thickness and incorporate offsets and relief as specified herein. Fifty percent (50%) of all required walls shall have specialty details, decorative materials, surface articulation and/or aesthetic interest.

2. Open areas or portals for natural surveillance and pedestrian access to the site shall be provided as required by the Zoning Administrator.

3. Earth berms, if used in lieu of or in conjunction with screen walls, shall have a maximum slope of four to one (4:1) ratio and minimum width of twenty-five (25) feet. Berms are allowed only when there is sufficient area to create a three-foot, six-inch (3'6") tall berm.

G. Outdoor Storage Areas. All outdoor storage areas for materials, vehicles, trailers, equipment, trash or other similar items shall be enclosed by a masonry or concrete wall with an opaque gate to screen the view of these uses from public rights-of-way and adjoining residential, commercial and mixed-use districts. This wall and gate shall be a minimum of eight (8) feet tall but not to exceed ten (10) feet tall, measured from the highest adjacent grade within twenty (20) feet or street curb, whichever is higher.

H. Service Areas. All service bays, loading docks, delivery and refuse areas shall be screened from street view by a minimum of a six (6) foot high masonry wall. Site conditions and surrounding uses will be used to determine maximum height of walls adjacent to loading areas, service bays, mechanical equipment, etc. that are required to be screened.

I. Utility Cabinets. All utility cabinets including but not limited to transformers, shall be screened by architectural metal fencing, walls that match nearby perimeter or screen walls, berming and/or dense landscaping as determined at development plan review. Screening shall not conflict with access requirements.

J. Alleys. Screening requirements along alleys shall be the same as for land use buffers.

K. Manufactured Homes. Perimeter boundaries of all manufactured home parks shall contain a screening and security wall that conforms to the criteria and requirements as set forth herein.

1209 Maintenance

A. Landscaped areas shall be maintained as follows:

1. All landscape material shall be maintained according to the standards as set forth herein on the approved Landscape Maintenance Schedule.

2. All landscape areas and material shall be maintained in a healthy, neat, clean and weed-free condition.

3. Permanent modifications and/or removal of existing landscaping, other than necessary for utility, infrastructure, or other repairs caused by unforeseen damages, shall require prior approval by the Zoning Administrator. Any approved landscaping that has been permanently removed for any reason without the Zoning Administrator's approval shall be reported to Code Enforcement and a Notice of Violation may be issued. Material replacement shall be in kind and not less than the minimums as set forth herein, at the owner's expense. Planting shall be replaced per the approved landscape plan.

4. Any plant material determined by the Zoning Administrator to be unhealthy or in decline shall be replaced in kind and not less than the minimums as set forth herein, at the owner's expense.

5. Plant material shall be pruned according to the approved Landscape Maintenance Schedule. Plants shall not be severely pruned such that the natural growth pattern or characteristic forms are significantly altered.

6. Tree topping is prohibited. Any tree that has been altered by this measure shall be immediately removed and replaced in kind with a new tree, at the owner's expense.

7. Landscape areas on-site, as well as in the adjacent right-of-way, shall be maintained by the owner or owner's association (if applicable), and shall be maintained as approved in the Landscape Maintenance Schedule. Any areas designated and intended for the purposes of on-site stormwater retention shall be maintained and reserved for that primary purpose. Any alteration or deterioration of those areas shall be considered a violation of this Section 12.

B. Landscaping and irrigation systems shall be maintained in accordance with the Landscape Maintenance Schedule submitted according to Subsection 1206(C)(7) and as approved by the City.

C. Every wall or fence shall not be allowed to become and remain in a condition of disrepair, damage or unsightliness or in any condition that violates any provision of

this Zoning Ordinance or other applicable City code, ordinance or regulation. Any wall or fence, or a portion of either, that is removed for any purpose or by any means whatsoever, shall be restored to its original or upgraded condition relative to construction, material and finish.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2832-609 - Authorizing the issuance of City of Avondale General Obligation Bonds, Series A (2009)

MEETING DATE:
June 15, 2009

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 authorizing the issuance of City of Avondale General Obligation Bonds, Series A (2009) in an amount not to exceed $30,000,000.

BACKGROUND:

On June 1, 2009 the City Council adopted the first of two resolutions required to issue General Obligation Bonds. The first resolution ordered the sale of City of Avondale General Obligation Bonds, Series A (2009), in an amount not to exceed $31,500,000, directed staff to advertise the notice of sale, and to prepare a preliminary official statement. The not to exceed amount has been decreased to $30M, in an effort to take advantage of special rules regarding bank qualified loans, and the potential to attract more bidders for the bonds, and as a result, a lower interest rate.

DISCUSSION:

This resolution authorizes the issuance of the Series A (2009) Bonds; provides for the annual levy of a tax to repay the principal, premium and interest, approves the bond registrar and paying agent agreement, approves the continuing disclosure undertaking, ratifies the distribution of the preliminary official statement, and awards the contract for the purchase of the bonds.

The source of repayment for the bonds is secondary property taxes. Therefore, the resolution provides for an annual levy upon all taxable property in the City to repay the bonds. The Series 2009 bonds have been structured so that the estimated secondary tax rate is projected to remain at or below $.74 per $100 of assessed valuation (i.e., the 2009 bonds are not projected to result in an increase of property taxes). This analysis is based on multi-year assumptions, and the tax levy will have to be calculated each year when the new assessed valuations are received from Maricopa County. Staff has used conservative assumptions in preparing this analysis; however, it is possible that growth (and in this case, negative growth for some years) in the assessed valuation will not meet the projections used, and the tax rate may exceed the $.74 in the future as a result of the Series 2009 bonds.

The resolution also appoints Zion's National Bank as bond registrar and paying agent. Stone & Youngberg solicited bids from interested parties. Five firms submitted bids with Zion's National bank submitting the lowest fee proposal.

The Continuing Disclosure undertaking is being executed to provide information for the benefit of the owners of the securities. The agreement requires the City to provide an Annual Report (Comprehensive Annual Financial Report) to the national repositories by February 1st of each year.

The Official Statement provides information necessary to the prospective buyers of the Bonds, including detailed information on the Series 2009 Bonds, the project description, debt service requirements, sources and uses of funds, audited financial statements and legal documents and disclosures.

The award of the contract will be to the bidder with the lowest cost to the City. Bids are scheduled to be received June 15, 2009 at 10:00 A.M. Staff will present a handout at the Council meeting on June 15th, with the results of the bids and the winning bidder. Once the successful bidder is determined, the blanks in the attached resolution will be completed.

BUDGETARY IMPACT:

The source of repayment on the Series 2009 Bonds is secondary property taxes. The debt service payments have been appropriated in fund 401. Projected revenues are adequate to cover the debt service payments.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution authorizing the issuance of City of Avondale General Obligation Bonds, Series A (2009) in an amount not to exceed $30,000,000.

ATTACHMENTS:

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- Resolution 2832-609

RESOLUTION NO. 2832-609

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ISSUANCE OF CITY OF AVONDALE, ARIZONA GENERAL OBLIGATION BONDS (PROJECTS OF 1998 AND 2007), SERIES 2009, IN THE PRINCIPAL AMOUNT OF $_____,000; PROVIDING FOR THE ANNUAL LEVY OF A TAX ON ALL THE TAXABLE PROPERTY WITHIN THE CITY OF AVONDALE, ARIZONA, TO PROVIDE FOR THE PAYMENT OF INTEREST ON AND PRINCIPAL OF SAID BONDS; APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF NECESSARY RELATED DOCUMENTS; RATIFYING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AN OFFICIAL STATEMENT; AWARDING CONTRACT FOR THE PURCHASE OF SAID BONDS AND DECLARING AN EMERGENCY.

WHEREAS, at a special bond election held in and for the City of Avondale, (the "City") on September 8, 1998 (the "1998 Election"), there was submitted to the qualified electors thereof the following question:

QUESTION NO. 1

PURPOSE: WATER AND SEWER IMPROVEMENTS
AMOUNT: $15,000,000

Shall the City of Avondale, Arizona (the "City"), be authorized to incur indebtedness by the issuance of bonds of the City in the principal amount of $15,000,000 for the purpose of providing funds to improve, better and extend the existing water and sewer systems of the City, both within and without the City limits, to acquire, construct and improve water transmission lines and facilities, to construct water storage facilities, to design, construct and equip additional water treatment facilities, to improve existing water wells, to acquire and construct additional water wells, to acquire water systems, water rights, land and rights-of-way for the City's water and sewer systems, whether within or without the limits of the City, by purchase, exercise of the power of eminent domain or any other method of acquisition, to acquire, construct and improve sewer transmission lines and facilities, to design, improve, construct and equip the City's wastewater reclamation and sludge dewatering systems, to conduct studies for the City's

water and sewer systems, to design, construct and equip additional wastewater treatment facilities, to acquire any other property of any kind for the City's water and sewer systems, to pay all expenses incidental to any of the foregoing and to the issuance and sale of the bonds, such bonds, or any series thereof, to be issued at the option of the Council of the City, as general obligation bonds of the City, payable from ad valorem taxes levied upon all of the taxable property in the City, or as water and sewer revenue bonds, payable solely from the revenues of the water and sewer systems of the City; such bonds, or any series thereof, to be in the denomination of $5,000 each or whole multiples thereof, to mature not more than 20 years from their date and to bear interest at a rate or rates not to exceed 9% per annum, payable semiannually; provided that each bond may be evidenced by one instrument or a succession of instruments and the interest may be payable more frequently, and at a variable rate or rates, none of which shall exceed 9% per annum?

WHEREAS, the returns of the 1998 Election were duly canvassed by the Mayor and Council of the City and a certificate disclosing the purpose of the 1998 Election, the total number of votes cast thereat, the total number of votes for and against the issuance of the bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the foregoing questions was ordered, has been filed and recorded in the Office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the 1998 Election voted "For the Bonds," in answer to Question No. 1 submitted; and

WHEREAS, at a special bond election held in and for the City on May 15, 2007 (the "2007 Election"), there was submitted to the qualified electors thereof the following questions:

QUESTION NO. 2

PURPOSE: STREET AND HIGHWAY IMPROVEMENTS
AMOUNT: $20,000,000

Shall the City of Avondale, Arizona (the "City"), be authorized to incur indebtedness by the issuance of bonds of the City in the principal amount of $20,000,000 for the purpose of providing funds to improve, construct, reconstruct, maintain and provide appurtenances for streets, highways and bridges within the City, to acquire, construct and install street lights, traffic signals, traffic safety improvement devices, drainage improvements, retention basins, landscaping and necessary equipment and appurtenances therefor, to acquire land and interests in land for rights-of-way therefor by purchase, exercise of the power of eminent domain or any other method of acquisition and to pay all expenses incidental

thereto and to the sale and issuance of such bonds; such bonds, or any series thereof, to be issued at the option of the Council of the City, as general obligation bonds of the City, payable from ad valorem taxes levied upon all taxable property in the City, or as street and highway user revenue bonds, payable as to principal and interest solely from taxes, fees, charges and other moneys collected by the State of Arizona and returned to the City for street and highway purposes pursuant to law and to be in the denomination of $5,000 each or whole multiples thereof, to mature not more than 30 years from their date and to bear interest at a rate or rates not to exceed 12% per annum, payable semiannually; provided that each bond may be evidenced by one instrument or a succession of instruments and the interest thereon may be payable more frequently, and at a variable rate or rates, none of which shall exceed 12% per annum.

The issuance of these bonds will result in an annual levy of property taxes sufficient to pay the debt on the bonds, unless the governing body provides for payment from other sources.

QUESTION NO. 3

PURPOSE: PARKS, COMMUNITY CENTERS AND RECREATIONAL FACILITIES
AMOUNT: $15,000,000

Shall the City of Avondale, Arizona (the "City"), be authorized to incur indebtedness by the issuance of general obligation bonds of the City, payable from ad valorem taxes levied upon all of the taxable property in the City, in the principal amount of $15,000,000 for the purpose of providing funds to design, construct, improve, equip and furnish existing and additional parks and recreational facilities, to acquire land for parks, community centers and recreational facilities by purchase, exercise of the power of eminent domain or any other method of acquisition, and to pay all expenses incidental thereto and to the sale and issuance of such bonds; such bonds to be in the denomination of $5,000 each or whole multiples thereof, to mature not more than 30 years from their date and to bear interest at a rate or rates not to exceed 12% per annum, payable semiannually; provided that each bond may be evidenced by one instrument or a succession of instruments and the interest thereon may be payable more frequently, and at a variable rate or rates, none of which shall exceed 12% per annum?

The issuance of these bonds will result in an annual levy of property taxes sufficient to pay the debt on the bonds.

WHEREAS, the returns of the 2007 Election were duly canvassed by the Mayor and Council of the City and a certificate disclosing the purpose of the 2007 Election, the total number of votes cast thereat, the total number of votes for and against the issuance of the bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the foregoing questions was ordered, has been filed and recorded in the Office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the 2007 Election voted "For the Bonds," in answer to Questions No.s 2 and 3 submitted; and

WHEREAS, $_____,000 aggregate principal amount of City of Avondale, Arizona General Obligation Bonds (Projects of 1998 and 2007), Series 2009 (the "Bonds"), are to be sold and issued at this time; and

WHEREAS, offers for the purchase of the Bonds have been received pursuant to a Notice Inviting Proposals For Purchase Of Bonds (the "Notice") heretofore issued by the City; and

WHEREAS, the proposal of _____ (the "Purchaser") has been determined to result in the lowest cost to the City and, in all respects, complies with the terms of the Notice.

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

SECTION 1. The Bonds shall be issued in a principal amount of $_____,000 to provide funds for the purposes set forth in the above-mentioned form of ballot Question No. 1 submitted to the qualified electors of the City at the 1998 Election and Questions No.s 2 and 3 submitted to the qualified electors of the City at the 2007 Election.

SECTION 2. The Bonds constitute the first series of bonds of a total authorized issue of not to exceed $15,000,000 principal amount of bonds of the City approved by the qualified electors of the City (Question No. 1) at the 1998 Election and the first series of bonds of total authorized issues of not to exceed $20,000,000 and $15,000,000 principal amounts of the City approved by the qualified electors of the City (Questions No.s 2 and 3, respectively) at the 2007 Election.

SECTION 3. The proceeds from the sale of the Bonds shall be credited against the total principal amount of bonds so approved and against the specific amount of bonds so authorized by the qualified electors of the City at the 1998 Election and the 2007 Election, and for the purposes and the projects as set forth in Questions on the official form of ballot in each case from the 1998 Election and the 2007 Election, as applicable, and the proceeds of the Bonds shall be applied to the purposes and the projects described in such Questions in the following manner:

Question No.	Purpose	Amount
	[**???**]	
	1998 Election	
1	Water and Sewer Improvements	$ 8,000,000
	2007 Election	
2	Street and Highway Improvements	14,000,000
3	Parks, Community Centers and Recreational Facilities	8,000,000

By setting forth the above schedule, the Mayor and Council of the City further declare that the indebtedness represented by the Bonds shall be applied against the City's constitutional debt limits as follows: The principal amount of the Bonds shall be applied to the City's indebtedness, which, with the assent of the qualified electors of the City, does not exceed twenty percent (20%) of the value of the taxable property in the City, as ascertained by the last assessment for State and County purposes, previous to incurring such indebtedness.

SECTION 4. (a) The Bonds shall be dated the date of their initial authentication and delivery, shall be numbered, by maturity, from 1 consecutively upwards, or in any other manner deemed appropriate by the Bond Registrar and Paying Agent (as that term is hereinafter defined), shall initially be issued in book-entry form and Beneficial Owners (as that term is hereinafter defined) may acquire beneficial interests in the denomination of $5,000 of principal amount or any whole multiple thereof, shall be numbered consecutively within each maturity, shall be fully registered bonds without coupons, shall be in the denomination of $5,000 of principal amount, or any whole multiple thereof, shall bear interest from the most recent January 1 or July 1 to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from their date, which interest shall be payable on January 1, 2010, and semiannually on July 1 and January 1 of each year thereafter during the term of each of the Bonds. The principal of and premium, if any, on the Bonds shall be payable upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent. Interest on the Bonds shall be payable by check mailed to the registered owner thereof, as shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the fifteenth (15th) day of the calendar month next preceding that interest payment date (the "regular record date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of the Bonds not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America, the Bonds to mature on July 1 in the years and in the amounts and, in accordance with the terms of the proposal submitted by the Purchaser for the purchase of the Bonds which is hereby accepted, the Bonds being hereby awarded to the Purchaser, to bear interest from the date of initial authentication and delivery thereof, at the rates as follows:

Year	Principal Amounts Maturing	Interest Rate Per Annum
2009	$___,000	%
2010	___,000	
2011	___,000	
2012	___,000	
2013	___,000	
2014	___,000	
2015	___,000	
2016	___,000	
2017	___,000	
2018	___,000	
2019	___,000	
2020	___,000	
2021	___,000	
2022	___,000	
2023	___,000	
2024	___,000	
2025	___,000	
2026	___,000	
2027	___,000	
2028	___,000	
2029	$___,000	%
2030	___,000	
2031	___,000	
2032	___,000	
2033	___,000	
2034	___,000	

(b) Zions First National Bank is hereby appointed as "Bond Registrar and Paying Agent" for the Bonds. The Bond Registrar and Paying Agent shall maintain the books of the City for the registration of ownership of each Bond. A Bond may be transferred on the registration books upon delivery of the Bond to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(c) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the denomination of $5,000 of principal amount or any whole multiple thereof (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section. The City or the Bond Registrar and Paying Agent shall charge the owner of such Bond, for every such transfer of a Bond, an amount

sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer, and may require that such charges be paid before any such new Bond shall be delivered. The City and the Bond Registrar and Paying Agent shall not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the fifteenth (15th) calendar day next preceding either any interest payment date or during the period of five (5) days next preceding the mailing of notice of any special record date, or (b) any Bonds or part thereof called for redemption within sixty (60) days prior to the redemption date.

(d) In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond, as the case may be, of like type, date, maturity and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond, destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond, destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond, was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes, as amended.

(e) At the time of original issuance thereof, the Bonds shall be subject to a Book-Entry System (as that term is hereinafter defined) of ownership and transfer, except as provided in (iii) below. The general provisions for effecting the Book-Entry System are as follows:

(i) the City hereby designates The Depository Trust Company, New York, New York, as the initial Depository (as that term is hereinafter defined) hereunder.

(ii) notwithstanding the provisions regarding exchange and transfer of Bonds under subsections (b), (c) and (d) above and so long as the Bonds are the subject of the Book-Entry System, the Bonds shall initially be evidenced by one typewritten certificate for each maturity, in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

(A) to any successor Depository designated pursuant to (iii) below;

(B) to any successor nominee designated by a Depository; or

(C) if the City shall elect to discontinue the Book-Entry System pursuant to (iii) below, the City will cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners or their nominees, as certified by the Depository, at the expense of the City; thereafter the provisions of subsections (b), (c) and (d) above regarding registration, transfer and exchange of the Bonds shall apply.

(iii) the Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days' written notice to the City and the Bond Registrar and Paying Agent.

If the use of the Book Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(iv) so long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(v) notwithstanding any other provision of this Resolution or the Bonds to the contrary, so long as the Bonds are subject to the Book-Entry System, it shall not be necessary for the registered owner to present his Bond for payment of sinking fund installments. The sinking fund installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(vi) for purposes of this Resolution, "Beneficial Owners" shall mean actual purchasers of the Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository, "Book-Entry System" shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds, and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

(f) (i) The Bonds maturing before or on July 1, 2019, will not be subject to optional redemption prior to maturity. The Bonds maturing on and after July 1, 2020, will be subject to redemption prior to maturity, in whole at any time or in part on any interest payment

date, on and after July 1, 2019, by the payment of the principal amount of each Bond called for redemption plus interest accrued to the date fixed for redemption without a premium.

(ii) [**Insert mandatory redemption if applicable**]

(g) The Bonds shall be redeemed only in integral multiples of $5,000 of principal amount. If less than all of the outstanding Bonds of a single maturity are to be redeemed, the Bonds in that maturity to be redeemed shall be selected by lot in such manner as the Bond Registrar and Paying Agent may determine.

(h) Notice of redemption, identifying the Bonds, or portions thereof, to be redeemed, shall be given by the Bond Registrar and Paying Agent by sending a copy of such notice by first class mail, postage prepaid, not more than 60 nor less than 30 days prior to the redemption date, to the registered owner of each Bond, or portion thereof, to be redeemed, at the address as shown as of the 15th day preceding the mailing on the registration books kept by the Bond Registrar and Paying Agent. Failure to mail notice to any registered owner of Bonds shall not affect the validity of the proceeding for the redemption of Bonds with respect to registered owners of other Bonds.

SECTION 5. The Bonds shall be executed on behalf of the City by the Mayor of the City and attested by the Clerk of the City by the facsimile signatures of such officials, and such officials are hereby authorized and directed to execute the Bonds as aforesaid.

SECTION 6. For the purpose of paying the principal of and premium, if any, and interest on the Bonds in each year while any of the Bonds shall be outstanding, there shall be and hereby is levied upon all of the taxable property in the City a continuing, direct, annual, ad valorem tax over and above all other taxes authorized or permitted by law, which tax, together with other funds then on hand and available for such purpose, shall be sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due. The tax shall be extended and collected for the City, and the officials of the City and of Maricopa County, Arizona charged with the annual extension and collection of taxes, without further instructions from the Mayor and Council of the City, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of the "General Obligation Bonds (Projects of 1998 and 2007), Series 2009, Debt Service Fund" of the City from which fund the Bonds shall be payable, which tax moneys shall be held in sub funds to be known as the "Interest Fund" and the "Redemption Fund," which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of, and premium, if any, on the Bonds. If at any time there are sufficient moneys or investments in the Debt Service Fund to pay all principal, premium, if any, and interest due or to become due on all of the Bonds, then no additional tax levy need be made for the payment of the principal of, premium, if any, and interest on the Bonds.

SECTION 7. The Bonds to be issued shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Notice:

(Form of Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE CITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED
NO. ..... $.....

UNITED STATES OF AMERICA

STATE OF ARIZONA MARICOPA COUNTY

CITY OF AVONDALE, ARIZONA
GENERAL OBLIGATION BONDS (PROJECTS OF 1998 AND 2007),
SERIES 2009

Interest Rate:	Maturity Date:	Dated As Of:	CUSIP:
...% per annum	July 1, ...	....., 2009	.....

REGISTERED OWNER: .....

PRINCIPAL AMOUNT: ..... DOLLARS

CITY OF AVONDALE, ARIZONA (hereinafter referred to as the "City"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount stated above on the aforesaid Maturity Date, unless this Bond is called for redemption prior to its maturity date and payment provided therefor, and to pay interest on the principal amount at the aforesaid Interest Rate on January 1, 2010, and semiannually on July 1 and January 1 of each year thereafter ("interest payment date") from the date of this Bond to its maturity, or until redeemed if called for redemption prior to maturity. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal corporate trust office of ....., as Bond Registrar and Paying Agent. Interest on this Bond is payable by check mailed to the registered owner hereof, as shown on the registration books for this series maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date (the "regular record date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the

registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owner hereof not less than 10 days prior thereto. The principal, premium, if any, and interest on this Bond are payable in lawful money of the United States of America on the respective dates when principal and interest become due.

This Bond is one of a series of Bonds limited to the total principal amount of $___,000, of like tenor except as to number, denomination, maturity date and interest rate, issued by the City of Avondale, Arizona (the "City"), to provide funds for certain road improvements in the City. These Bonds are authorized by a Resolution of the Mayor and Council of the City of Avondale, Arizona, duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to and in conformity with the Constitution and laws of the State of Arizona, including, particularly, Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, and all other laws of the State of Arizona relating thereto.

For the punctual payment of this Bond and the interest hereon as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this Bond, the full faith and credit of the City are hereby irrevocably pledged. The Mayor and Council of the City have by the Resolution ordered the creation of a debt service fund for the payment of this Bond and all Bonds of this series. Such fund is to be held in trust for the benefit of the registered owner or owners of the Bonds of this series.

Bonds maturing before or on July 1, 2019, are not subject to redemption prior to maturity. Bonds maturing on and after July 1, 2020, are subject for redemption prior to maturity, in whole at any time or in part on any interest payment date, on and after July 1, 2019, by the payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, without a premium.

The Bonds shall be redeemed only in integral multiples of $5,000 principal amount. If less than all of the outstanding Bonds of a single maturity are to be redeemed, the Bonds in that maturity to be redeemed shall be selected by lot in such manner as the Bond Registrar and Paying Agent may determine.

[**Insert mandatory redemption if applicable.**]

Notice of redemption, identifying the Bonds, or portions thereof, to be redeemed, shall be given by the Bond Registrar and Paying Agent by sending a copy of such notice by first class mail, postage prepaid, not more than 60 nor less than 45 days prior to the redemption date, to the registered owner of each Bond, or portion thereof, to be redeemed, at the address as shown as of the 15th day preceding the mailing on the registration books kept by the Bond Registrar and Paying Agent. Failure to mail notice to any registered owner of Bonds shall not affect the validity of the proceeding for the redemption of Bonds with respect to registered owners of other Bonds.

The Bond Registrar and Paying Agent will maintain the books of the City for the registration of ownership of this Bond as provided in the Resolution.

This Bond may be transferred on the registration books upon delivery hereof to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of a Bond of this series, the Bond Registrar and Paying Agent will enter the transfer of ownership in the registration book and will authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the denomination of $5,000 or any whole multiple thereof (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The City or the Bond Registrar and Paying Agent shall charge the registered owner of such Bond, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent will not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th calendar day next preceding either any interest payment date or during the period of five days next preceding the mailing of notice of any special record date, or (b) any Bonds or part thereof called for redemption within 60 days prior to the redemption date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this Bond do exist, have occurred and have been performed and that the series of Bonds of which this Bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the City for the payment of this Bond and of the interest hereon as each becomes due.

IN WITNESS WHEREOF, the CITY OF AVONDALE, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of the Mayor of the City and attested by the facsimile signature of the Clerk of the City.

CITY OF AVONDALE, ARIZONA

By (Facsimile)
.....
Mayor

ATTEST:

By (Facsimile).....
Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the City of Avondale, Arizona General Obligation Bonds (Projects of 1998 and 2007), Series 2009.

Date of Authentication: .....

.....,
Bond Registrar and Paying Agent

By.....
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ..... the within Bond and irrevocably constitutes and appoints ..... attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: .....
Signature Guaranteed:
.....
(Commercial Bank, Trust Company or member of a National Securities Exchange)

.....
Signature
.....
Signature
Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act .....
(State)

Additional abbreviations may also be used though not included in the above list.

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

SECTION 8. In consideration of the purchase and acceptance of any and all of the Bonds issued hereunder by those who shall be the registered owners of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the City and the registered owners of the Bonds.

SECTION 9. Upon the payment for the Bonds in accordance with the accepted bid and the provisions of this Resolution, the Mayor, the Clerk or the Finance & Budget Director of the City, or any of them, are hereby authorized and directed to deliver the Bonds to the Purchaser thereof upon receipt of payment therefor. (The Clerk or the Finance & Budget Director, or either of them, are hereby authorized and directed to return forthwith the good faith checks of all unsuccessful bidders.)

SECTION 10. The proceeds derived from the sale of the Bonds shall be deposited in the treasury of the City to the credit of the following accounts of "The City of Avondale, Arizona (Projects of 1998 and 2007), Series 2009, Construction Fund" and in the amounts as follows:

Name of Subfund	Amount
Water and Sewer Improvements Account	$_____,000
Street and Highway Improvements Account	_____,000
Parks, Community Centers and Recreational Improvements Account	_____,000
TOTAL	$_____,000

to be used solely for the purposes specified in the aforementioned ballot Question No. 1 submitted to the qualified electors of the City at the 1998 Election and Questions No.s 2 and 3 submitted to the qualified electors of the City at the 2007 Election, respectively; provided, however, that (a) such proceeds may be invested in the manner and under the circumstances allowed by law and (b) any moneys remaining in any account after such purposes shall have been accomplished shall be transferred to the Redemption Fund and the Interest Fund of the City in the same fashion as taxes.

SECTION 11. The Mayor or, in the absence thereof, the Vice Mayor and Clerk of the City, for and on behalf of the City, are hereby authorized and directed to execute and attest a standard form of bond registrar and paying agent agreement with the Bond Registrar and Paying Agent with such changes therein as may be approved by such officials whose signatures thereon shall be evidence of such approval, as well as an appropriate agreement with DTC as necessary therefor.

SECTION 12. The distribution of the Notice and the preliminary official statement relating to the Bonds are in all respects hereby ratified, approved and confirmed. The Mayor is hereby authorized and directed to approve, for and on behalf of the City, a final official statement for use in connection with the offering and sale of the Bonds. The execution of the final official statement by the Mayor or, in the absence thereof, the Vice Mayor of the City shall be conclusively deemed to evidence the approval of the form and content thereof by the City.

SECTION 13. (a) The City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Internal

Revenue Code of 1986, as amended, or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of such Code, and the City shall comply with the requirements of such Code sections and related regulations throughout the term of the Bonds. (Particularly, the City shall be the owner of the facilities financed with the proceeds of the sale of the Bonds (the "Facilities") for federal income tax purposes. Except as otherwise advised in a Bond Counsel's Opinion (as such term is defined in the next Section), the City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of Revenue Procedure 97-13 or such other authority as may control at the time, or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities. Also, the payment of principal and interest with respect to the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund, or (iii) may be invested in obligations issued by the United States Treasury.) The Mayor and Council of the City hereby further covenants and agrees to comply with the procedures and covenants contained in Section 14 hereof or any other arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, as amended, the Mayor and Council of the City covenants, and the appropriate officials of the City are hereby directed, to take all action required to retain such exclusion and to refrain from taking any action prohibited by such Code which would adversely affect in any respect such exclusion.

(b) The City shall take all necessary and desirable steps, as determined by the Mayor and Council of the City, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under such Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion (as such term is hereinafter defined) that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of such Code. In the event the City receives such a Bond Counsel's Opinion, the parties agree to amend this Resolution to conform to the requirements set forth in such opinion.

(c) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable steps, as determined by the Mayor and Council of the City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations section 1.148-3(h) relating to such Code.

(i) The Bonds are qualified and sold as "Build America Bonds" with the federal tax credits paid directly to the City. The Finance Director of the City is hereby authorized and directed to determine such matters on behalf of the City and then to take any action, make any modification of the documents, enter into any agreements, may any elections or certifications and pay any costs necessary to provide for, or facilitate the issue and sale of the Bonds in such manner and to comply with the requirements of such Code and the terms of the Bonds and any agreement related thereto.

(ii) The Bonds are hereby designated as "qualified tax-exempt obligations" within the meaning of and pursuant to the provisions of Section 265(b) of such Code and represents and warrants that the reasonably anticipated amount of "qualified tax-exempt obligations" (other than private activity bonds within the meaning of such Code) which will be issued by the District during the 2009 calendar year will not exceed $30,000,000.

SECTION 14. (a) Terms not otherwise defined in Subsection (b) hereof shall have the meanings given to them in the arbitrage certificate of the City delivered in connection with the issuance of the Bonds.

(b) The following terms shall have the following meanings:

"Bond Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Bond Year" shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

"Bond Yield" is as indicated in such arbitrage certificate. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

"Gross Proceeds" shall mean:

(i) any amounts actually or constructively received by the City from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the District encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

"Investment Property" shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

"Issue Price" is as indicated in such arbitrage certificate, which is the initial offering price to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters of wholesalers) at which price a substantial amount of the Bonds was sold, less any bond insurance premium and reserve surety bond premium. Issue price shall be determined as provided in Regulations section 1.148-1(b).

"Nonpurpose Investment" shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

"Payment" shall mean any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"Rebate Requirement" shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

"Receipt" shall mean any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"Regulations" shall mean the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) Within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(i) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(ii) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of Subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(i) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(ii) Except as provided in Subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(iii) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(i) the yield on reasonably comparable direct obligations of the United States; and

(ii) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(i) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the District receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(ii) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(iii) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the District uses an agent to conduct the bidding, the agent may not bid.

(iv) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(v) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(vi) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(vii) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(viii) The City retains until three years after the last outstanding Bond is retired, (A) a copy of the guaranteed investment contract, (B) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (vii) above, (C) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (D) the bid solicitation form and, if the terms of the guaranteed investment contract deviates

from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of such Code, is hereby authorized.

SECTION 15. (a) The City shall comply with and carry out all the provisions of a continuing disclosure undertaking with respect to the Bonds in substantially the form included in the preliminary official statement for the Bonds, which the Mayor or, in the absence thereof, the Vice Mayor of the City is hereby authorized, for and on behalf of the City, to execute in a form satisfactory to the Mayor or, in the absence thereof, the Vice Mayor of the City.

(b) This Section 15 shall constitute a contract between the City and certain owners of the Bonds as described in the Undertaking.

(c) In the event of a failure of the City to comply with the provisions of this Section, certain owners of the Bonds described in such undertaking may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. A default under this Section shall not be deemed an event of default for other purposes of this Resolution, and the sole remedy under this Section in the event of any failure of the City to comply with this Section shall be an action to compel performance.

SECTION 16. The actions of the officers and agents of the City which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Bonds, as contemplated by this Resolution, whether heretofore or hereafter taken, shall be and are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

SECTION 17. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 18. The immediate operation of this Resolution is necessary for the preservation of the public health and welfare, particularly to be able to finance the capital needs of the City on the most economic basis, and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the City of Avondale, Arizona, as required by law, and it is hereby exempt from the referendum provisions of the City's Charter and the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Council of the City of Avondale, June 15, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2832-609 was duly passed and adopted by the Mayor and the Council of the City of Avondale, Arizona, at a regular meeting held on the 15th day of June, 2009, and the vote was __ ayes and __ nays and that the Mayor and __ Councilmembers were present thereat.

_____

Carmen Martinez, Clerk, City of Avondale, Arizona

CITY COUNCIL REPORT

SUBJECT:
Energy Efficiency & Conservation Block Grant (EECBG)

MEETING DATE:
June 15, 2009

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Under the February 17, 2009 American Recovery and Reinvestment Act funds were appropriated for the Energy, Efficiency and Conservation Block Grant (EECBG). The City of Avondale has been awarded $706,600 in formula grant funds. An application must be made by June 25, 2009 to obtain these funds. Staff requests that Council approve the staff recommendation.

BACKGROUND:

The Energy, Efficiency & Conservation Block Grant Program was passed by Congress in December 2007. This new program was funded with the passage of the American Recovery and Reinvestment Act in February 2009. The primary objectives of this funding are to build jobs, save energy, and build energy and efficiency infrastructure for the longer-term.

The City is required to submit an application with a plan and a strategy to the Department of Energy by June 25, 2009 that explains how these funds will be utilized in pursuit of the program objectives. A staff team from most of the operating departments has been meeting to develop the strategy and the elements of the plan. The staff team developed a list of possible projects and their costs.

The Environmental Commission discussed its priorities at meetings in February, March, April and May. In these meeting the Commission developed goals and arranged these goals into 1st Tier, 2nd Tier and 3rd Tier priority lists. In developing the projects and activities list for this application the priorities of the Environmental Commission were taken into consideration.

At the Council Work Session of June 8, 2009, the Council discussed the concepts and initial staff recommendations.

DISCUSSION:

There are many ways to distribute the EECBG funds. However, our primary goal is to submit the City's application on time and in accordance with the guidance from the Department of Energy so that the formula allocation will be released to the City. The project allocations have been adjusted to reflect the Council input. The City projects have been slightly scaled back with increases going to the incentives for the public and the sustainability fair. Funds are still included to buy down a Power Purchase Agreement and audit older city facilities.

<u>Staff Recommendation</u>

The staff recommends a balanced portfolio of projects that provides funding for energy upgrades for city facilities and provides incentives for public benefit. This option includes funds to “buy down” the cost associated with doing a solar/wind renewable energy project through a Power Purchase

Agreement. The older buildings audit would serve as a blueprint for future upgrades to these facilities that might be funded through a future grant or through the CIP.

BUDGETARY IMPACT:

There are no match requirements with these ARRA Funds. The City will take the allowable $75,000 for administration of this program.

RECOMMENDATION:

Accept the Staff Recommendation.

ATTACHMENTS:

Click to download

- Energy Grant Recommendation Chart

STAFF FINAL RECOMMENDATION

Older Building Audit	$	20,000	Base line data and metrics
Administration	$	75,000	Grant Administration
LED Lighting for Friendship Park Parking Lot	$	70,000	Parking Lot Retrofit with meter
Civic Center LED Lighting	$	95,000	Civic Center Retrofit with meter
Training for Staff on LEED	$	30,000	Build Staff Capacity for the future
PPA Buy Down	$	200,000	PPA Buy Down
Residential Energy Efficiency Rebate	$	150,600	Incentive for public benefit
Permit Fee Waiver for Solar	$	10,000	Incentive for public benefit
Community Audit Program	$	50,000	Incentive for public benefit
Sustainability Fair	$	6,000	Public Education and Outreach
Total	**$**	**706,600**	

ORIGINAL RECOMMENDATION	Amount	
Modest Older Buildings Audit	$22,000	Only older buildings
Buy Down City Projects PPA	$200,000	For Renewable Energy Projects PPA
Staff Contract Person/Administration	$75,000	Required to administer grant
Sustainability Fair/Community Education	$2,000	Public Benefit
Community Energy Audit	$7,600	Public Benefit
Incentives for Residential	$100,000	Public Benefit
Permit Fee Waiver	$5,000	Public Benefit
Staff Training for LEED	$40,000	Staff Capacity
LEED Park Lighting	$160,000	City Facility
LED City Center	$95,000	City Facility
Total	**$706,600**	

CITY COUNCIL REPORT

SUBJECT:
Expansion of Photo Enforcement Program

MEETING DATE:
June 15, 2009

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 consider options for the expansion of the photo enforcement program and approve an amendment to the contract with ATS accordingly and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On February 2, 2009, staff presented an update of the photo enforcement system. Staff was directed to provide additional options for Council to consider regarding photo enforcement in Avondale. First, consider expanding photo red-light enforcement by adding two additional intersections. Currently, photo red-light enforcement is operational at two intersections; Dysart and Van Buren and Dysart and McDowell. Staff is recommending Council consider adding photo red-light enforcement to the intersections of McDowell Road and Rancho Santa Fe Blvd., and Avondale Blvd. and Van Buren Street.

The second question is whether to expand photo speed enforcement from the existing system of deploying one mobile speed unit and adding "fixed Speed" photo enforcement on McDowell Road near Friendship Park.

DISCUSSION:

Red Light Camera Review:

Traffic Engineering and Police staff reviewed crash data and traffic volume counts from 20 intersections in the City of Avondale. Of those intersections, five were selected to have additional testing through American Traffic Solutions using a Violation Incident Monitoring System referred to as (VIMS). Each of the five intersections had tests run for eight hours, all directions on two separate days and times. A review of the crash data, volume counts and VIMS results is attached.

Fixed Speed Camera Review:

A preliminary review by ATS of suggested locations for fixed speed cameras was identified as near 119th Ave and McDowell Road, both East and West directions. This position will provide coverage for traffic entering and leaving the Friendship Park area. Further, the current speed van has been deployed at this location and the number of speed violations caputred by the van support the installation of fixed speed cameras at this location.

BUDGETARY IMPACT:

Costs for the existing photo enforcement program are mostly covered by fines collected. This is not a revenue generating activity for the City.

RECOMMENDATION:

It is recommended that the number of photo red light intersections be expanded by adding two additional intersections as follows:

1. McDowell Road and Rancho Santa Fe Blvd. - This intersection had the highest crash rate of the five intersections tested and resulted in the highest number of straight through and left turn violations in an eight hour test period combined over two separate days.
2. Avondale Blvd. and Van Buren Street - This intersection generated the second highest number of speed violations during the testing process. It also generated more than twice the amount of red-light violations when turning left at an intersection as compared to all other test intersections. The traffic volume counts were the second highest of the intersections tested, the severity index ranks this intersection the third highest of all test intersections.

It is also recommended that the fixed speed cameras be placed on McDowell Road near 119th Avenue.

Council Actions:

Council Action #1
Amend the existing contract with ATS to expand the number of photo red-light intersections from two to four adding the intersections of McDowell Road and Rancho Santa Fe Blvd; and Avondale Blvd and Van Buren Street.

Council Action #2

Amend the existing contract with ATS to expand photo speed enforcement by adding two fixed speed enforcement cameras on McDowell Road near 119th Avenue to capture violators traveling East and West.

ATTACHMENTS:

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- Red Light Camera Review
- Fixed Speed Camera Review

	Crash Frequency (CF)	Average Daily Entering Volume (ADEV)		Crash Rate (CR)		Severity Index (SI)		VIMS Results				Manner of Collision (Percent of Crash Frequency)		
								Straight Through	Left Turn	Right Turn	TOTAL			
Intersection	Count	Volume	Rank	Rate	Rank	SI	Rank					Angle	Left Turn	Rear-end
Mcdowell Rd & R	63	31254	11	1.84	2	1.06	4	15	14	28	57	13%	60%	16%
Dysart Rd & Indi	73	44559	4	1.49	7	0.6	13	3	6	29	38	22%	26%	37%
107th Ave & Mcd	55	31762	10	1.58	5	0.68	9	9	4	9	22	11%	35%	42%
Avondale Blvd &	33	41273	5	0.73	17	0.9	6	7	8	25	40	12%	42%	30%
107th Ave & Tho	21	17072	18	1.12	12	1.22	2	2	0	10	12	29%	29%	33%

W Coronado Rd
W/B Camera
E/B Camera
W McDowell Rd

CITY COUNCIL REPORT

SUBJECT:
Appointment to the League of Cities and Towns Resolution Committee

MEETING DATE:
June 15, 2009

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Mayor would like to receive confirmation from the City Council regarding the City's representative to the League Resolutions Committee. Mayor Lopez Rogers served as Avondale's representative to the Committee last year and would like to serve again this year.

BACKGROUND:

Each year, the League requests elected representatives to serve on the Resolutions Committee. This Committee is responsible for recommending items for the League's legislative program which is then outlined in the annual Municipal Policy Statement. The Municipal Policy Statement guides the League's legislative efforts.

The Resolutions Committee meets during the annual League of Cities and Town Conference with its recommendations adopted during the League's Annual Business meeting which also occurs during the Conference. This year's conference will be held September 1-4 in Oro Valley.

Council will have an opportunity to discuss at a future meeting any resolutions it would like to submit to the Resolutions process.

RECOMMENDATION:

Staff recommends that the Council provide input to determine Avondale's representative to the League of Arizona Cities and Towns Resolution Committee.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement with SmithGroup for architectural design services for the American Sports Center-Avondale

MEETING DATE:
June 15, 2009

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 Professional Services Agreement with SmithGroup for architectural design services for the American Sports Center-Avondale facility in the amount of $700,800 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City intends to design and construct a multi-purpose indoor recreational facility for the purpose of providing recreational opportunities for its residents and creating a space to host amateur sporting events to attract visitors to the City and foster economic development. Avondale Sports Center-Avondale is proposed to house facilities for basketball, volleyball, soccer and other recreational uses. The planned facility is proposed to be approximately 83,000 s.f. An additional 30,000 s.f. of retail is envisioned on several sides of the main building to provide the public additional services related to the sports center and to help screen the mass of the building.

DISCUSSION:

SmithGroup responded to a Request for Qualifications issued by the City. Through a competitive process, SmithGroup was selected from a field of highly qualified firms to provide architectural design services for the American Sports Center facility. Staff has worked with SmithGroup to define a scope of work and fee proposal that will provide us the construction documents necessary to construct the building and a temporary parking lot on an adjacent parcel of property. Smith Group will develop the plans and specifications for the facility and will use their expertise to insure the operational functionality of the facility. SmithGroup will provide design deliverables at 30% and 60% levels and 100% construction documents. SmithGroup will participate in the selection process for the Construction Manager at Risk, who will be responsible for the construction of the City Center infrastructure and building. Architectural design services included for the retail component is for 30% Design (Schematic Design) only. The balance of the design will be coordinated by the end user/developer. Completing the 30% design for the retail space will insure the coordination of public infrastructure and facade improvements.

The scope of work and fee proposal includes full architectural design, reimbursable expenses in an amount not to exceed $25,000 and an additional $10,000 designated for the design and engineering analysis for solar photovoltaic and solar water heating systems. Staff has discussed additional design services relating to LEED certification. SmithGroup will use sustainability design criteria in their overall work; however there is additional documentation efforts needed to formally submit the project for LEED certification. The additional work to achieve LEED certification includes: $35,000 for Architecture; $15,000 for engineering of mechanical, electrical, and plumbing; and $16,500 Energy

Modeling from a third party consultant. If Council chooses to pursue LEED certification the total compensation amount would increased by $66,500 to a total lump sum amount of $767,300.00.

BUDGETARY IMPACT:

The funding for the architectural design services is budgeted in the Parks Capital Improvement Fund.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Smith Group for architectural design services in the amount of $700,800 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA - Smith Group

SOQ

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

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of June 15, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and SmithGroup, Inc., a Michigan corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, PR 09-050 "American Sports centers – Design Services" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications from qualified designers interested in providing professional services for the design of the American Sports Center, a community recreation facility, located south of Corporate Drive, north of Van Buren Street and east of Avondale Boulevard in the City Center Planning Area in Avondale, Arizona (the "Project").

B. The Consultant submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, a true and correct copy of which is attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the professional design services of the Project (the "Services").

AGREEMENT

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

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

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

3. Compensation. The City shall pay Consultant lump sum price of $700,800.00 for the Services set forth in the Fee Proposal, attached hereto as part of Exhibit C, which amount includes (a) reimbursable expenses in an amount not to exceed $25,000 and (b) the $10,000 amount designated as Alternate Design Services relating to design and engineering for solar photovoltaics and solar water heating. If the Alternate Design Services relating to LEED consulting and energy modeling are approved by the City Council, the total compensation amount set forth above may be increased by $66,500 to a total lump sum amount of $767,300.00, which approval shall be evidenced by written notification from the City Manager to the Consultant.

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

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

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

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

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

9. Performance Warranty. The Consultant will perform the Services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality.

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the

Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

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

13. Termination; Cancellation.

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

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

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

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved

in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

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

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

14.13 Offset.

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

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

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

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

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

If to Consultant: SmithGroup, Inc.

_____

_____

Facsimile:_____

Attn: Bob Colletta, Sr. Vice President

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

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

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give

Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

SMITHGROUP, INC.,
a Michigan corporation

By:_____
Bob Colletta, Senior Vice President

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, 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 _____, 2009, by Bob Colletta, Senior Vice President of SMITHGROUP, INC., a Michigan corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

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

[RFQ]

See following page(s).

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR AMERICAN SPORTS CENTERS – DESIGN SERVICES

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**PR 09-050**
Solicitation Title:	**American Sports Centers – Design Services**
Release Date:	**March 24, 2009**
MANDATORY Pre-Submittal Conference:	**March 31, 2009** **2:00 p.m.** (local time, Phoenix, Arizona) Avondale City Hall Council Chambers 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries	**April 2, 2009**
SOQ Deadline:	**April 23, 2009** **3:00 p.m.** (local time, Phoenix, Arizona)
Letters to Final Listed Firms:	**May 4, 2009**
Oral Discussions:	**May 11, 2009**
Target City Council Award Date:	**June 1, 2009**
City Representatives:	**Dan Davis** **ddavis@avondale.org** **623-333-2411** **Pilar Morales** **pmorales@avondale.org** **623-333-2026**

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I. RFQ PROCESS; AWARD OF AGREEMENT

1. Purpose/Scope of Work. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from qualified designers ("Vendors") interested in providing professional services for the design of American Sports Center, a community recreation facility, located south of Corporate Drive, north of Van Buren Street and East of Avondale Boulevard in the City Center Planning Area in Avondale, Arizona (the "Project"), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C. The selected Vendor may be asked to participate in the early stages of the construction of the Project utilizing a construction-management-at risk delivery method. However, the City has not determined at this time what method it will use to procure the construction services for the Project. A total budget of $10,000,000 has been established for design and construction services to contract the Project.

2. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive SOQ. The City shall consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

2.2 Submittal Quantities. Interested parties must submit **one (1) original** and **nine (9) copies** (ten (10) total submittals) of the SOQ. In addition, interested parties must submit **one (1) original copy** of the SOQ on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the SOQ being considered non-responsive.

2.3 Required Submittal. The SOQ shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. SOQs submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The SOQ shall be a maximum of **thirty (30)** pages to address the SOQ criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. The minimum allowable font for the SOQ is **11 pt**. Failure to adhere to the page limit and size criteria and font shall size result in the SOQ being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQs will not be considered.

2.4 Vendor Responsibilities. All Vendors shall (a) examine the entire RFQ, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting an SOQ and (d) submit the entire SOQ by the official SOQ Deadline. Late SOQs will not be considered. A Vendor submitting a late SOQ shall be so notified. Negligence in preparing an SOQ confers no right of withdrawal after the SOQ Deadline.

2.5 Sealed Submittals. All SOQs shall be sealed and clearly marked with the SOQ number and title**, (PR 09-050) American Sports Centers – Design Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

2.6 Address. All SOQs shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the SOQ Deadline indicated on the cover page of this RFQ.

2.7 Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Deadline, a Vendor (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (email) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Deadline.

3. Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. SOQs submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the final date for inquiries indicated on the cover page of this RFQ or submitted verbally (a) at the Pre-Submittal Conference on the date indicated on the cover page of this RFQ or (b) after the Pre-Submittal Conference but before the final date for inquiries indicated on the cover page of this RFQ. In the event the City is closed on the final date for inquiries indicated on the cover page of this RFQ, the Vendor shall leave the question on the City Representative's voicemail or e-mail. Any inquiries related to this RFQ shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed SOQ and may not be opened until after the RFQ's Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFQ. Verbal or telephone inquiries directed to City staff prior to the Pre-Submittal Conference **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFQ package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFQ.

5. Pre-Submittal Conference. A pre-submittal conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFQ. This conference may be designated as mandatory or non-mandatory on the cover page of this RFQ. Additionally, if the pre-submittal conference is designated as mandatory, failure to attend shall render that Vendor's SOQ non-responsive. Vendors are strongly encouraged to attend those pre-submittal conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFQ. Oral statements or instructions will not constitute an amendment or addendum to this RFQ. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of the addendum shall result in the SOQ being rejected as non-responsive.

6. Public Record. All SOQs shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

7. Confidential Information. Vendors are requested not to include confidential information in the SOQ submittal. If a Vendor believes that an SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

8. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the SOQ. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

9. Certification. By submitting an SOQ, the Vendor certifies:

9.1 No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

9.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

9.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

9.4 No Signature/False or Misleading Statement. Failure to sign the SOQ, or signing it with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

9.5 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

10. Award of Agreement.

10.1 Evaluation. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the Vendors based upon its evaluation of (i) the SOQ, (ii) information provided by references and (iii) criteria outlined in this RFQ. The Selection Committee will select three (3), but no more than five (5) finalists that will be invited for oral interviews with the Selection Committee. The City will conduct the oral interviews with the selected Vendors and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three (3) most qualified Vendors. The Selection Committee will enter into negotiations with the highest scoring Vendor from the final list. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ. If the City is unsuccessful in negotiating an Agreement with the highest-scoring firm, the City may then negotiate with the second, then third, highest-scoring firm until an agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

10.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all SOQs or portions thereof and (iii) reissue an RFQ.

10.3 Protests. Any Vendor may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

11. Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Vendor's responsive SOQ, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

Upon receipt of an SOQ, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee. SOQs shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. The Selection Committee will conduct oral interviews with at least three (3), but not more than five (5), of the highest ranked Vendors based upon the SOQ submittal scoring.

Section 1: Vendor Information and Credentials 10 pts

A. One page cover letter as described in Section I, 2.3.

B. Provide a general description of the Vendor that is proposing to provide the required services for this Project, including the Vendor's experience both locally and nationally, number of professional employees in the local office, by discipline, number of professional employees company-wide and the type of work undertaken by the Vendor both locally and nationally.

C. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify

the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

D. Provide the Vendor's location of the Vendor's principal office and the local work office, if different, telephone number, fax number and internet address, if available.

E. Vendor Information Form (may be attached as separate appendix).

Section 2: Project Understanding and Approach 25 pts

A. Provide, in detail, your understanding of the Project and the issues involved.

B. Describe, in detail, your approach to dealing with the issues that you have identified.

C. Describe, in detail, your approach to dealing with the overall management of the design of the Project.

Section 3: Process and Schedule 20 pts

A. Provide a milestone schedule for the total design of the Project based on your understanding of the Scope of Work in Exhibit C of the Professional Services Agreement.

B. Explain your proposed design delivery method and schedule starting from the beginning of the design of the Project to the completion of the 100% plans, including the City's review processes and the actions required of the City to make the design of the Project a success.

Section 4: Organization and Communications 20 pts

A. Provide an organizational chart showing your team's management structure and the roles of the various team members. This must define how the team will function during the design process. The organization chart must include names, roles and company affiliation.

Note: The individuals identified in the organizational chart will be contractually obligated to this Project unless the City approves a personnel change in accordance with the process set forth in the attached Professional Services Agreement.

B. Provide a matrix of the members of your team that have worked together on other projects and name those joint project(s).

C. Explain your communications protocols and methodology for management of the design of the Project.

Section 5: Vendor's Team's Experience 25 pts

A. Attach a resume for each person who will work on designing the Project and listed on the organization chart (the organization chart and the resumes in this Section must match). The resumes may be attached as a separate appendix. Each resume should include:

1. Name
2. Affiliation with the Vendor and title
3. City where person is permanently based
4. Team member's educational and work background
5. List of all current, on-going projects, % complete and the person's role.
6. List of three (3) similar projects to the design of this Project that the person worked on in the past five (5) years.
7. List the following for each of these (3) projects:
   i. Name of the project
   ii. Role of the person on the project.
   iii. Owner of the project
   iv. Owner's project manager/representative's name, telephone number and fax number (must be accurate).
   v. Type of project delivery method, i.e. design-build, construction-manager-at-risk, design-build, negotiated, etc.
   vi. Overall project budget and final cost

The above information must be current, as this will be used to verify references. The City's inability to verify the reference information provided in the SOQ shall result in the Vendor's disqualification.

Total Possible Points for SOQ Submittal: 100

III. ORAL INTERVIEWS; SCORING

Vendors selected for oral interviews will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFQ and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the SOQs and relate more to identification of the Vendor's program approach and to an appraisal of the people who would be directly involved in this Project.

Oral Interview

10	Vendor Information and Credentials
25	Project Understanding and Approach
20	Process and Schedule
20	Organization and Communications
25	Vendor's Team's Experience
100	**Total Possible Points for Oral Interview**

Total Points Possible for this RFQ: 200

IV. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING SOQ	FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE FAX #
CITY STATE ZIP	DATE
WEB SITE: _____	EMAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

VI. PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF AVONDALE AND

_____

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of __ _____, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, PR 09-050 "American Sports Centers – Design Services" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications (the "SOQ") from qualified designers interested in providing professional services for the design of the American Sports Center, a community recreation facility, located south of Corporate Drive, north of Van Buren Street and East of Avondale Boulevard in the City Center Planning Area in Avondale, Arizona (the "Project").

B. The Consultant submitted an SOQ in response to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the professional design services of the Project (the "Services").

AGREEMENT

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

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

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

3. Compensation. The City shall pay Consultant a price not to exceed $_____.00 for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

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

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

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

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

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect

to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

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

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

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

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

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

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

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

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

13. Termination; Cancellation.

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

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

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

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

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

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts 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 Consultant shall relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other

contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

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

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

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

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

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

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no

delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

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

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

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

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

14.13 Offset.

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

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

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

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

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

If to Consultant: _____
_____
_____
Facsimile:_____
Attn:_____

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 subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to

inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace, so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

_____,
a(n) _____

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2009, 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 _____, 2009, by _____ as _____ of _____ _____, a(n) _____, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[RFQ]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[SOQ]

See following pages.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Scope of Work]

See following page(s).

AMERICAN SPORTS CENTERS – AVONDALE

SCOPE OF WORK

1. Project Background.

In January 2009, the City of Avondale, Arizona (the "City") acquired 4.25 acres of property which is located south of Corporate Drive, north of Van Buren, and East of Avondale Boulevard in the City Center Planning Area. The City intends to design and construct a community recreation facility that is focused on amateur athletics (the "Facility") in the City Center Planning Area in Avondale, Arizona. The City has entered into a Lease Agreement with American Sports Centers-Avondale LLC ("ASC") through which ASC will oversee the maintenance and operations of the Facility. The Facility will provide the City with an indoor recreation facility that provides year round programming opportunities.

A total budget of $10,000,000 has been established for the design and construction services for the Facility.

2. Facility Overview. The following is an initial list of the amenities the City would like to incorporate into the design of the Facility:

- Multiple basketball and volleyball courts
- Indoor soccer field
- Multi-purpose programming space
- Meeting Rooms
- Office Space
- Full-Service Kitchen
- Restrooms
- Temporary Parking

3. Scope of Work.

3.1. The selected Vendor will prepare full plans and specifications for the design of the Facility. The City may elect to competitively bid the construction of the Facility or may choose to use the construction-manager-at-risk alternative delivery method. However, the City has not determined at this time what method it will use to procure the construction services for the design of the Facility.

3.2. The selected Vendor may be requested to provide construction management services which may include a final walk through and acceptance, American Institute of Architects ("AIA") close-out documentation, lien releases and submittal of As-Builts.

3.3. Schematic Design 30%.

A. On-site workshop, public meetings and formal presentation with City staff.
B. Bi-weekly owner project meetings with City staff.
C. Cost estimation and constructability review with City staff.
D. The 30% level of design plans for the Facility will include:
   i. Preliminary architectural, civil grading and drainage.
   ii. Exterior elevations and roof details.
   iii. Typical building and wall sections.
   iv. Preliminary plumbing, mechanical and HVAC systems.

3.4 Design Development 60%.

A. On-site workshop, public meetings and formal presentations with City staff.
B. Bi-weekly owner project meetings with City staff.
C. Cost estimation and constructability review with City staff.
D. The 60% level of design plans for the Facility will include:
   i. Civil site plan with water, sewer and electrical.
   ii. Architectural plans with coordination of civil, electrical and landscape.
   iii. Floor plans.
   iv. Stair and elevator details.
   v. Built-ins and fixed equipment.
   vi. Kitchen elevations, equipment, floor plans and utility coordination.
   vii. Foundation, plumbing, fire protection, HVAC and lighting plans.
   viii. Specialty systems.

3.5 Construction Documents 100%.

A. On-site workshop, public meetings and formal presentations with City staff.
B. Bi-weekly owner project meetings with City staff.
C. Cost estimation and constructability review with City staff.
D. The 100% level of design plans for the Facility will include:
   i. Civil site plan with water, sewer and electrical.
   ii. Architectural plans with coordination of civil, electrical and landscape.
   iii. Floor plans.
   iv. Stair and elevator details.
   v. Built-ins and fixed equipment.
   vi. Kitchen elevations, equipment, floor plans and utility coordination.

vii. Foundation, plumbing, fire protection, HVAC and lighting plans.

viii. Specialty systems.

3.6 Furniture, Fixtures & Equipment. The selected Vendor will assist the City with the selection of all furniture, fixtures and equipment items for the Facility.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

_____

[Fee Proposal]

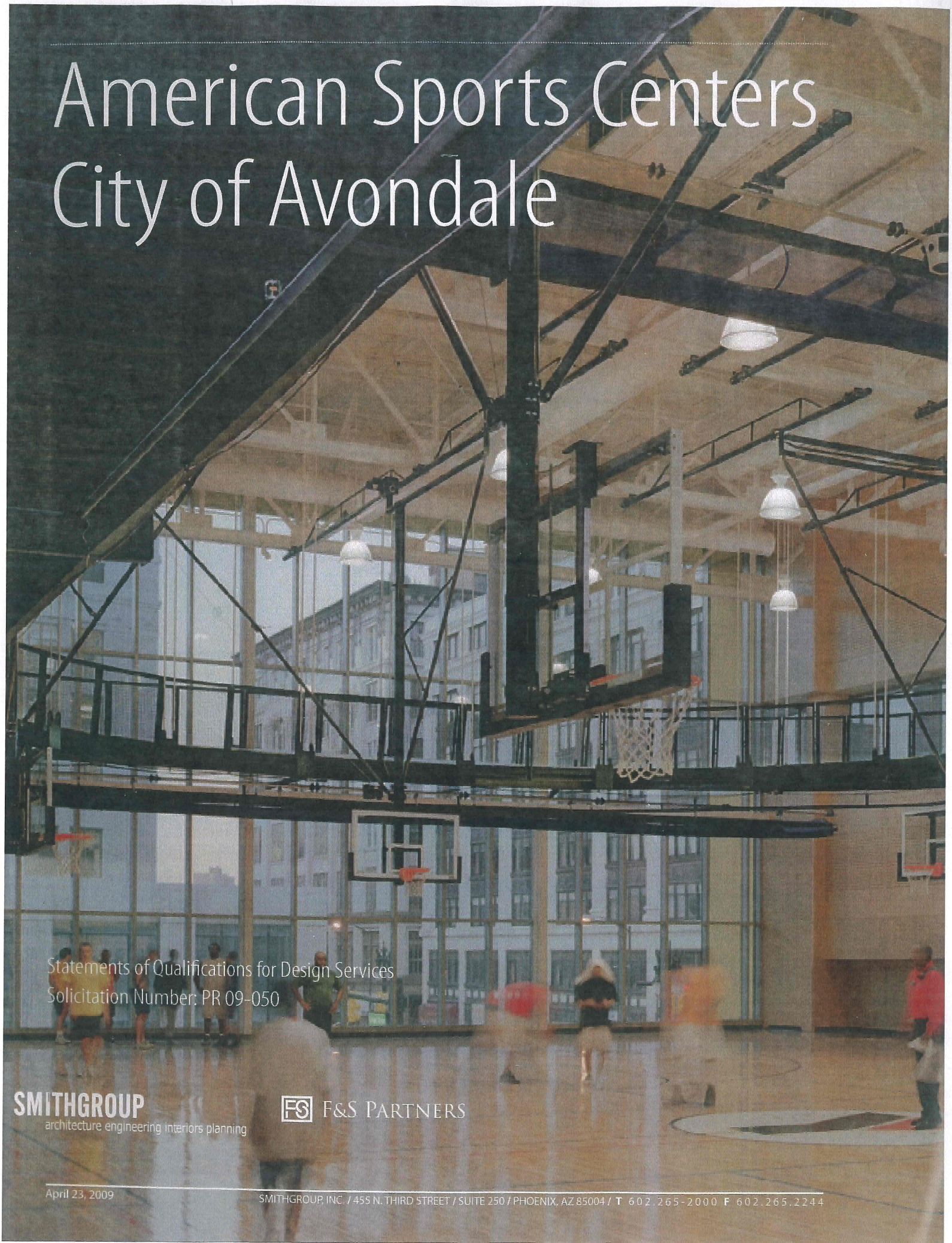
See following page(s).

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SMITHGROUP, INC.

[Consultant's SOQ]

See following page(s).

American Sports Centers
City of Avondale



Statements of Qualifications for Design Services
Solicitation Number: PR 09-050

SMITHGROUP
architecture engineering interiors planning

F&S PARTNERS

April 23, 2009

SMITHGROUP, INC. / 455 N. THIRD STREET / SUITE 250 / PHOENIX, AZ 85004 / T 602.265-2000 F 602.265.2244

SMITHGROUP
architecture engineering interiors planning

April 23, 2009

Attn: Dan Davis
Director of Parks, Recreation and Libraries
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

RE: American Sports Centers – Design Services, Solicitation #PR 09-050

Dear Mr. Davis:

This is an exciting and very special project for the City of Avondale, as part of an investment strategy and catalyst for future economic growth and activity. The **new American Sports Centers** will be a multifaceted Recreation Facility that will house City –sponsored events, programs and activities for youth, adult and seniors, not to mention its primary function of hosting tournaments, adult leagues and special events, and **will enrich the city** by realizing the important amenities this project will bring to the community.

Your vision is our mission for success. **SmithGroup,** a **long time partner with the City of Avondale** has assembled a collaborative team with **F & S Partners,** a **long time SmithGroup strategic partner,** from Dallas, Texas. Together, our depth in portfolio as well as our understanding of your program and respect for the local market will play a large part in helping to align American Sports Centers' resources and the City's goals for the success of this **Signature Project.** We are proud of our past experience, as will be evidenced in the following pages, and share the City's vision to provide the best access to the community in sports and recreation facilities with emphasis on providing the best sustainable solutions.

The new **American Sports Centers** Recreation Facility will **allow us to showcase our expertise** in creating signature architecture, ability to maintain the City's program and budget and working successfully and collaboratively with the CM @ Risk process. Our expertise is exceeded only by our level of commitment to the City of Avondale. The following highlights our advantages:

- **Locally based firms** with national expertise (SmithGroup + F&S)
- **Integrated** in house architectural planning/engineering team
- Integration of the **latest technology** for sports facilities
- **Understanding of building type,** planning and context
- **Consensus Builders**
- **Proven experience** with Construction Manager at Risk delivery methodology
- **Previous success** working with the City of Avondale

The attached proposal details our experience and expertise. Should you have any questions regarding this proposal, you can reach me, at my direct line 602.824.5202, or Kent Willcox at 602.824.5337.

Respectfully submitted,
SmithGroup, Inc.

BOB COLLETTA

Bob Colletta, AIA, LEED AP
Vice President

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SMITHGROUP
architecture engineering interiors planning

F&S PARTNERS

Section 1
Vendor Information and Credentials

B. Provide a general description of the Vendor that is proposing to provide the required services for this Project, including the Vendor's experience both locally and nationally, number of professional employees in the local office, by discipline, number of professional employees company-wide and the type of work undertaken by the Vendor both locally and nationally.

Celebrating over 150 years of continuous operation, SmithGroup is one of the largest architectural, engineering, planning, and interiors firms in the nation, with almost 800 employees in 10 offices. SmithGroup operates as one firm and has has offices in not only Phoenix, but also Ann Arbor, MI; Chicago, IL; Detroit, MI; Los Angeles, CA; Madison, WI; Minneapolis, MN; Washington, D.C.; Raleigh-Durham, NC; and San Francisco, CA. Our **Arizona office, established 35 years ago,** has experienced steady and successful growth, and currently **maintains a staff of 115 professionals**. We specialize in the learning, science and technology, healthcare, workplace, urban design and planning markets. Our success is a testament to our commitment to design excellence and quality service to our clients. **Our experience in Arizona** has resulted in numerous projects throughout the state, including **significant municipal projects** in the valley area such as **Avondale City Complex, Avondale Libraries,** City of Peoria Public Safety and Chandler City Hall.

SmithGroup's structure and philosophy is based upon a **multi-disciplined team approach**, grouping dedicated professionals into **one cohesive team** committed to the concept that focused teams create successful projects. Each studio is made up of architects, engineers, planners and interior designers to provide nationally recognized expertise and unmatched value for your project. This commitment is evident in the repeat of project experience across the individual resumes.

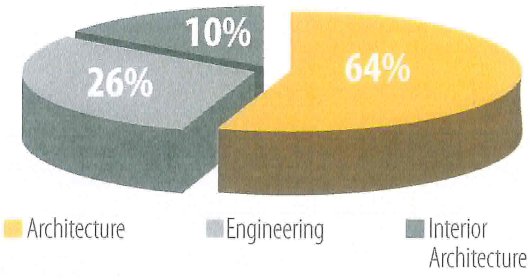
The SmithGroup **team includes F&S Partners** from Dallas, Texas. F&S is a **nationally recognized sports/recreational facility design** firm with whom SmithGroup has developed a standing longterm relationship and have subsequently **partnered on numerous successful** projects.Our similar cultures allow us to **work together seamlessly,** and we constantly look for opprotunities to share our experience with them and have them share theirs with us. The **following pages will demonstrate SmithGroup/F&S's expertise** in numerous projects that represent all of the components necesary for the American Sports Centers Recreation Facility. The uniqueness of your facility will depend on your procedures, policies, organizational structure, and the project's programmatic requirements. We know this will be a **catalyst project for the City of Avondale,** and we will make it our responsibility to provide a design that meets all of the City's criteria.

We are confident that this response to your Request for Statement of Qualifications will show that the **team** we have **assembled** for the **American Sports Centers** represents the **expertise and quality** of staff required to provide you with the highest level of services that will be unequalled.

smithgroup employees by disipline

	Total Firm	Phoenix Office
Architecture	429	59
Interiors	49	8
Engineering	112	24
Administration	170	24
Total	760	115

smithgroup staff areas of expertise



A Common Goal of Success!

This beautiful new library building was designed with a diverse community in mind. Already, circulation has doubled and our patron counts have quadrupled. We owe this to the inviting nature of the building itself and its location on the street that beckons people in. It is the hope that this building will be a catalyst for economic growth in this historic area of town and a place of learning and enjoyment for years to come."

- Lisë Chlebanowski, Library Manager, City of Avondale

This **diagram emphasizes our strengths as a team focused on your success!** The relationship between the City of Avondale and American Sports Centers is clearly a unique leadership approach. The City of Avondale will own and deliver the facility while American Sports Centers will provide considerable direction in programmatic and operational parameters. Our **integrated design team** has outlined the key team attributes that **will drive us to a successful facility.**

The individuals have a significant **understanding** of the **Avondale** area, **goals, and delivery requirements.** By incorporating our strategic partner, F & S Partners, we add to our experience with **specific recreational expertise.** We have assembled this team specifically to deliver success.

our team understands

- **Cost effective** solutions
- **Contextual requirements** (as demonstrated by creating new image of Avondale thru the City Hall Complex)
- **Focus on sustainability** and operational effectiveness
- **Depth of key staff** to deliver on schedule
- Extensive experience on **CMAR**
- Detailed **knowledge of recreational facilities** (thru our partnership with F&S Partners)

C. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

SmithGroup, Inc is a Michigan Corporation and a **wholly owned subsidiary** of SmithGroup Companies, Inc.

SmithGroup Phoenix Office
455 N. Third Street, Suite 250
Phoenix, Arizona, 85004

SmithGroup, Inc. **FEIN ID #38-1045840**

For any additional questions relative to this discussion please contact:
Bob Colletta, AIA, LEED AP
Vice President
SmithGroup Inc.
455 N. Third Street, Suite 250
Phoenix, Arizona, 85004
t 602.824.5202
f 602.265.2244
bob.colletta@smithgroup.com

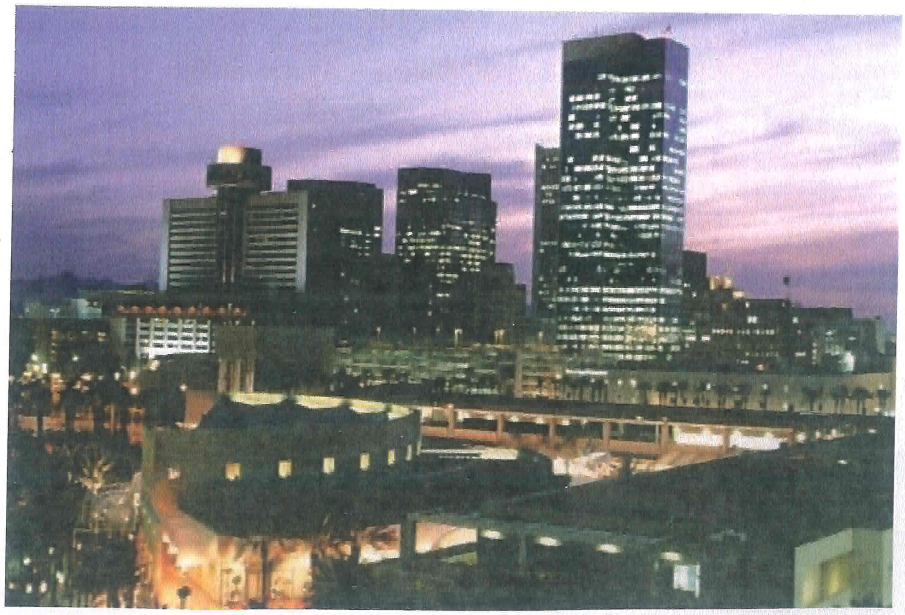
D. Provide the Vendor's location of the Vendor's principal office and the local work office, if different, telephone number, fax number and internet address, if available.

SmithGroup enjoys a downtown Phoenix location in the heart of the Metro Area. We are located at 455 N. Third Street, Suite 250 Phoenix, Arizona, 85004. Our office, at the heart of the Arizona Center in the Garden Office Pavilion, places us at the center of all the municipalities we serve.

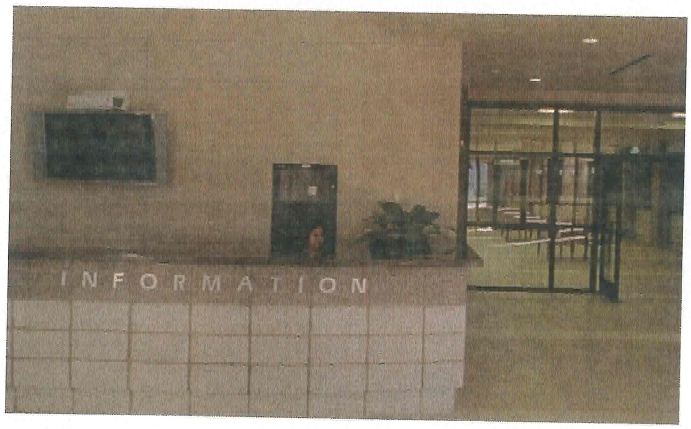
- ***All design services will be performed locally*** *out of SmithGroup's Phoenix office.*
- *All SmithGroup team members are located in the Phoenix Metropolitan area, and 100% of their work will be performed locally.*
- *We strongly believe in using the talent within our local office, however, when special resources are needed, we call upon our national expertise and additional consultants.*

E. Vendor Information Form (may be attached as separate appendix).

For the Vendor Information Form please see the attached Appendix.



Avondale City Complex
Avondale, AZ



Size
118,000 sf

Cost
$21.8M

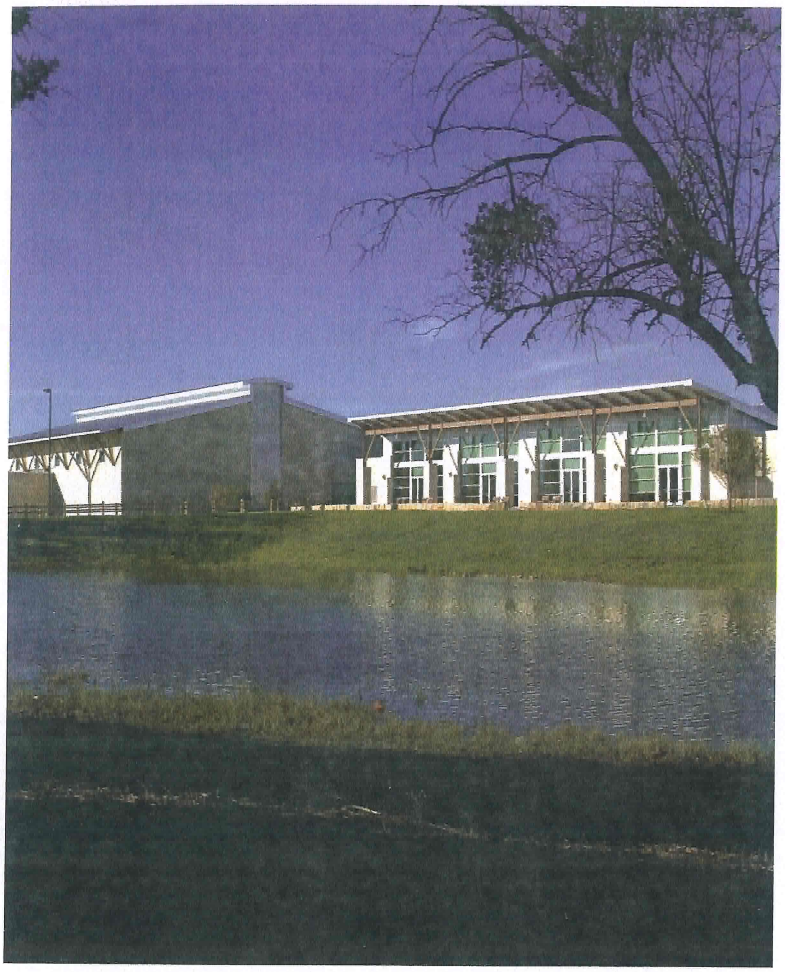
Completion Date
January 2004

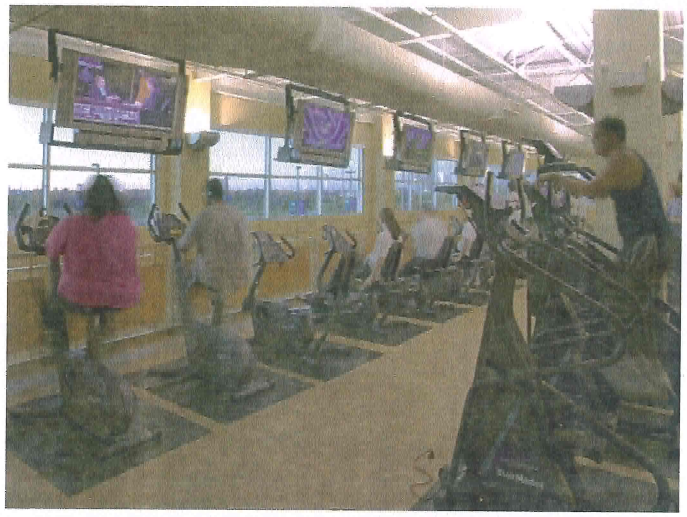
SmithGroup Role
Needs Assessment, Architecture, Community Planning, Design, Interiors, Mechanical and Electrical Engineering

This campus consists of a City Hall with City Council Chambers, administrative offices and one-stop community services; a Regional Library; a Municipal Courts Building with City Clerk and a Public Safety Building to house the administrative and critical support facilities for the police department. The four buildings are master planned for expansion and to accept structural parking in the next phase. This new seat of city government will establish a benchmark for new development surrounding the complex and offer numerous opportunities for public activities in a park-like setting.

The engineering systems for the project incorporate state-of-the-art wire management systems for electronic office integration, such as integrated conduit floor box distribution under raised floor, ceiling cable tray and conduit poke-thru system for landscape furniture systems. Lighting systems incorporate non-glare illumination approaches such as combination direct-indirect pendent lighting fixtures, deep parabolic fixtures in suspended ceilings and task lighting to supplement natural daylighting. Critical power systems include UPS and emergency back-up systems for 24-hour operations. The air-conditioning systems include high efficiency water-cooled packaged equipment with close zone control for individual comfort. Cost benefit analysis of design alternatives were modeled to optimize design.

City of Cedar Hill Recreation Center
Cedar Hill, TX





Size
54,000 sf

Cost
$7M

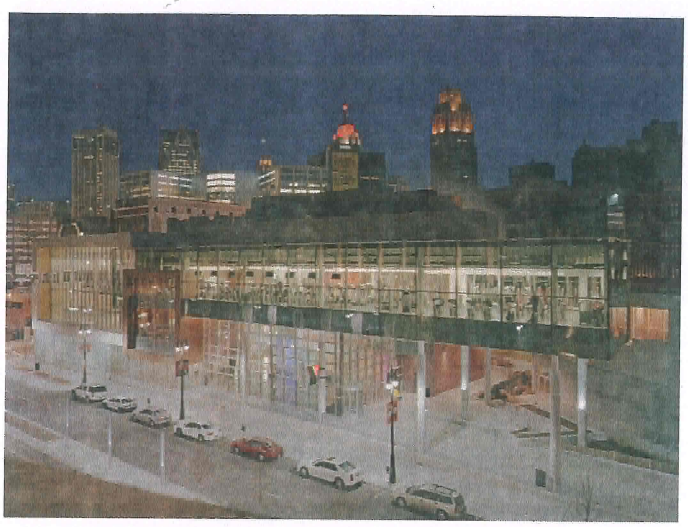
Completion Date
Fall 2004

F&S Role
Planning, Architectural & Interior Design, Construction Administration

The Cedar Hill Recreation Center is located on a 25 acre hilltop site. It takes advantage of views of the town as well as a nearby lake. The facility includes approximately 50,000 SF and houses a two court gymnasium, fitness space, aerobics/dance studio, and a jogging track. It also contains a community center with multipurpose meeting space, a catering kitchen, and lounge areas.

Phase II - Aquatics Center Feasibility Study
The Cedar Hill Recreation Center was originally master planned for a Phase II aquatics addition. F&S Partners recently performed an Architectural Feasibility Study for the Phase II addition in order to determine a program for the development. Tasks for the study included meeting with CHISD to determine the potential for common facilities, formulate two architectural programs including the size of all building spaces, formulate a project budget and produce a project schedule which anticipated cost escalation and prepare a site plan to determine if the program options will fit on the property.

Boll Family YMCA
Detroit, MI



Size
100,000 sf

Cost
$24.5M

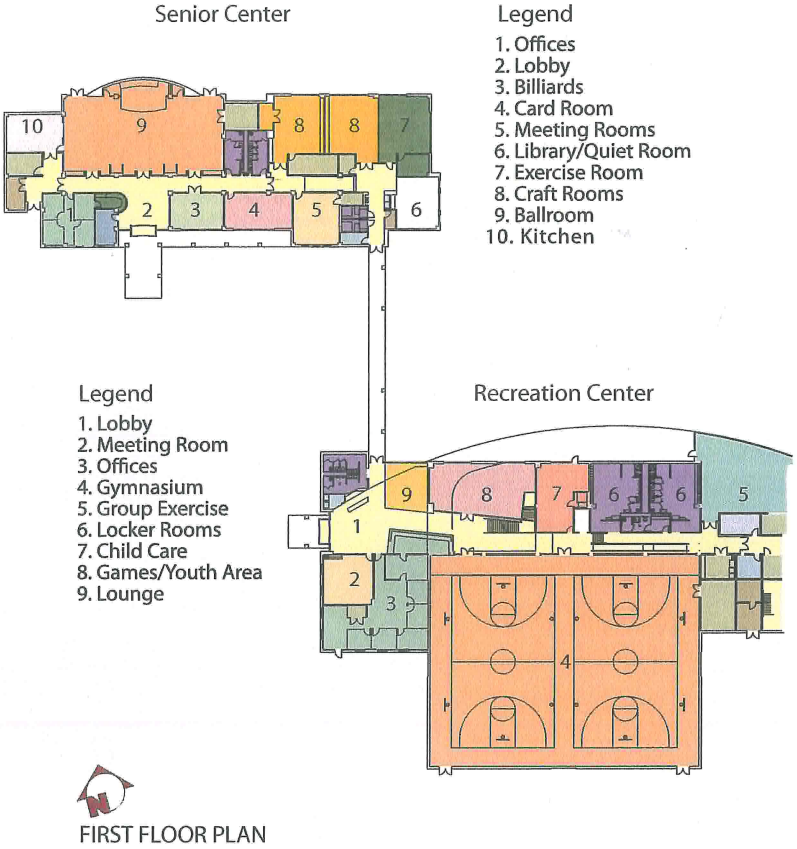
Completion Date
December 2005

SmithGroup Role
Architectural Design, Site Design, Planning, Interiors, MEP, Strucural and Civil Engineering, Landscape Architecture, Lighting Design

The new health and fitness center is immersed in Detroit's dedicated effort to re-stitch its frayed urban fabric. The project's objective is not only to energize the membership of the health and fitness center, but also to release that energy back into the city. The center was constructed on a 1.43-acre urban brown-field site in downtown Detroit. Situated in the northeast section of the central business district, the site is crossed by People Mover tracks and is in walking distance from Comerica Park, Ford Field, and the newly emerging entertainment district.

The 100,000-square-foot building accommodates three major components: fitness, childcare, and arts and humanities, along with the requisite support spaces. A warm water pool, leisure pool, and four-lane lap pool; a full basketball court, two racquetball courts, and 1/13-mile banked indoor running track; exercise equipment, weight machines, and free weights; and two aerobic rooms comprise the fitness component. The childcare component includes a short-term Child Watch area, along with a fully licensed all-day childcare center for children aged two years through five, and a private charter school program for Kindergarteners. A 225-seat black-box style theatre, a family arts center, and classrooms for media, literary, and visual arts comprise the arts and humanities component. Support spaces include men's, women's, and special needs locker rooms, massage/spa area, member's lounge, branch offices, and the main lobby. The health and fitness center is the first in the country to house all of these functions in one building.

Lions Club Park Recreation And Senior Center
Killeen, TX



FIRST FLOOR PLAN

Size
55,000 sf

Cost
$10.3M

Completion Date
Spring 2008

F&S Role
Planning, Architectural & Interior Design, Construction Administration

This existing park, with its softball and soccer fields, is currently a hub of community activity. With the addition of the new senior and recreation centers, it has become a place with activities for all ages. The 15,000 SF senior center contains craft, meeting, exercise and games rooms, a ballroom, kitchen and library. The adjacent recreation center, approximately 40,000 SF, contains gymnasia, weight/fitness space, jogging track, lounge, aerobics and meeting rooms. The two buildings are connected by a covered walkway, making it easy for patrons to use both facilities for different activities.

Detroit Lions Training Facility and HQ
Allen Park, MI

The 22.7-acre site is situated across the city limits of Allen Park and Dearborn, Michigan. The site contains wetlands and vegetation that have been preserved. The building is located within the site to best take advantage of the existing trees and vegetation that act as natural screens to the facility. **One of the initial objectives was to situate the building so that the perception of its mass particularly that of the 115-ft high indoor practice field, is minimized as much as possible.**

The two-story training and office facility surrounds three sides of the large indoor field. Building layouts and adjacencies were developed based upon the player's approach, usage, and exit of the building. The training facility consists of a rehabilitation area, a hydrotherapy pool, an x-ray room, sauna and extensive weight training area. Daylighting and natural ventilation concepts were applied to the design of the indoor practice field to achieve both high levels of user comfort and low-energy, environmentally-sensitive operations.

The facility is LEED certified and includes the following: 3,000 recycled Nike Tennis shoes and 30,000 Goodyear tires used for indoor turf, vegetable oil used for hydraulic elevators, recycled waste water system for maintenance building.

Size
225,000 sf

Cost
$34.5 M

Completion Date
March 2002

SmithGroup Role
MEP and Structural Design/Build Contractor, Interior Design, Environmental and Civil Engineering and Landscape Architecture

Student Recreation Center And Tennis Complex, Stephen F. Austin State University
Nacogdoches, TX

During the fall of 2004, F&S Partners worked with University representatives, including students, to develop support for a successful student referendum to fund this project.

The planning of the building involved several detailed site studies to determine the best location of the main entrance based on campus circulation patterns. The resulting design features a two-story lobby that can be entered from either side of the building. The design features a repetitive structural grid, large expanses of glass and simple forms.

The design orients most of the activity spaces with views to the outdoors. Weight and fitness areas on both the first and second floors wrap the perimeter of the courtyard, affording great views of the University's signature pine trees and of the pool area. The second-floor track gives a tour of the building and offers constantly-changing views to the outdoors.

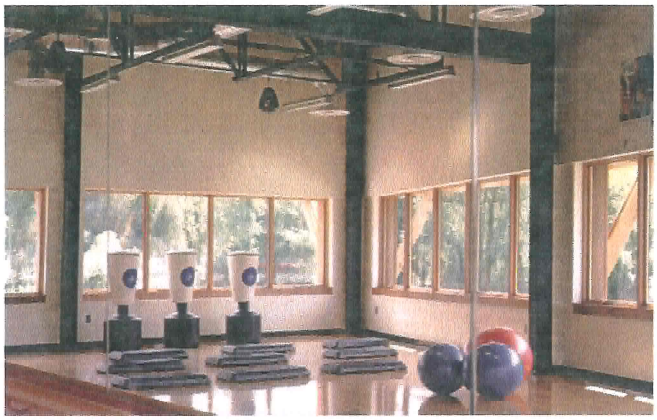
Size
78,000 sf

Cost
$19.4M

Completion Date
September 2007
Tennis Courts: January 2006

F&S Role
Planning, Architectural & Interior Design, Construction Administration

YMCA Milford
Milford, MI



SmithGroup worked with the YMCA of Metropolitan Detroit to develop a new facility for the Huron Valley Family YMCA. The facility is 31,000 gsf and is located in the Hubbell Pond Recreation Development in the Village of Milford. The facility includes athletic components of a Wellness Center, a gymnasium, a natatorium with a 3 lane 25 yard lap pool and zero entry activity pool, a therapeutic pool, locker rooms and other member amenities. The anticipated membership of 800 was exceeded by more than double to 1800 in part to the success of the building design.

The building is uniquely located on a natural site with views and access to Hubbell Pond and adjacent playing fields. The users express their delight in it's unique design and "club house" feel. SmithGroup has worked closely with the YMCA and community representatives to define and coordinate the project requirements.

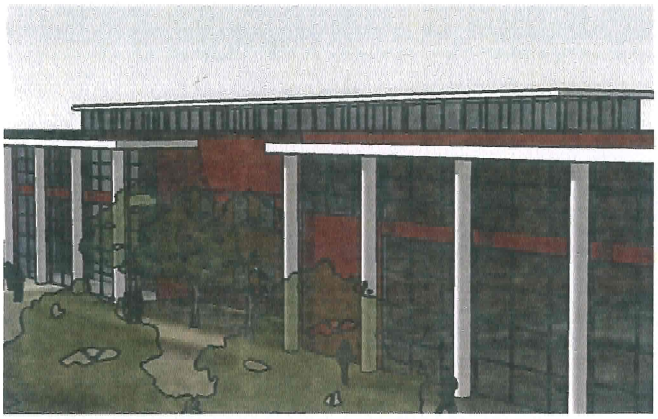
Size
31,000 sf

Cost
$ 8.8M

Completion Date
Summer 2002

SmithGroup Role
Architectural Design, Site Design, Programming, Interiors, Lighting Design, Construction Administration

City Of Plano Carpenter Park Recreation Center Renovation And Addition
Plano, TX



The existing Carpenter Park Recreation Center, which opened in 1990, is approximately 54,500 SF. The city desired to renovate and repair the existing facility, and to build an addition to house an indoor swimming pool with locker rooms, pool staff offices; a staff break room, expansion of fitness room, gymnastics area, children's weight room, food court for vendors or concessionaires, senior citizens lounge, additional classroom space, and interior improvements. It also includes space planning for a new 35,000 to 40,000 square foot outdoor skate park adjacent to the expanded building.

Size
14,475 sf Addition
4,970 sf Renovation

Cost
$8.3M

Completion Date
Est. January 2010

F&S Role
Planning, Architectural & Interior Design, Construction Administration

Avondale Libraries
Avondale, AZ

The Old Town Library in Avondale, Arizona is a 12,000 sf replacement library designed as part of the City's redevelopment and rebirth. Accommodating the City's Old Town population, the Library will provide updated, highly flexible facilities in the City Core. Designed to work with the existing street context, this facility offers open, flexible floor plates and provides superb views of the Valley and the distant mountains. Appropriately oriented to maximize solar benefit, the Library will provide space for the expansion of Library materials, supply meeting and interaction space, as well as incorporating a children's area that will open into a courtyard. Designed as a touch stone for the Old Town Community, the Old Town Library will improve community lighting, pedestrian and vehicle circulation, as well as connecting two separate buildings and providing library patrons with access to advanced technologies and upgraded support facilities. This project includes the expansion of a new Main Library in the Avondale Civic Center Complex also designed by SmithGroup.

Size
Main Library is 32,000 sf
Old Town Branch is 12,000 sf

Cost
Main - $6.2M
Old Town - $6M

Completion Date
Main Library Expansion - Feb. 2007
Old Town Library - August 2008

SmithGroup Role
Architectural Design, Interiors, Mechanical and Electrical Engineering

City of Lancaster, Lancaster Recreation Center
Lancaster, TX

The Lancaster Recreation Center is located in the new 150 acre Community Park which was built in three phases. With approximately 60,000 SF, the center houses recreation facilities including an indoor natatorium and a community center with a banquet room.

Individual components include a leisure pool with lap lanes, gymnasium, jogging track, fitness room, aerobics/dance room, locker rooms, childcare area, youth room, activities lounge, multi-purpose classrooms and offices for the City of Lancaster Parks and Recreation Department. The community banquet room has a seating capacity of 400 and a caterer's kitchen for food service.

Size
60,800 sf

Cost
$9.8M

Completion Date
2001

F&S Role
Planning, Architectural & Interior Design, Construction Administration

Chandler City Hall
Chandler, AZ

Chandler City Hall is designed to consolidate a number of city administration offices and service departments that interact with the public. The concept is that through a complex of building components and structured parking across two downtown city blocks, the needs of the government are met in an efficient and convenient fashion comprising a total of 125,000 sf. The project is to be LEED Certified Gold.

Size
125,000 sf

Cost
$ 47M

Completion Date
2010 (est.)

SmithGroup Role
Architectural Design, Interiors, Mechanical and Electrical Engineering

Wellness & Recreational Sports Complex, The University of Texas - Pan American
Edinburg, TX

This new center was designed to reinforce the importance of developing a healthy lifestyle. New recreation center facilities include a two-court gymnasium, a multi-activity court, four racquetball courts, jogging track, weight and fitness space as well as aerobics and training facilities. The center features an extensive outdoor complex: two tennis courts, a leisure pool, basketball and sand volleyball courts. An adjacent building was renovated to house the campus Health Center, forming a complex dedicated to promoting health and fitness.

Size
95,000 sf

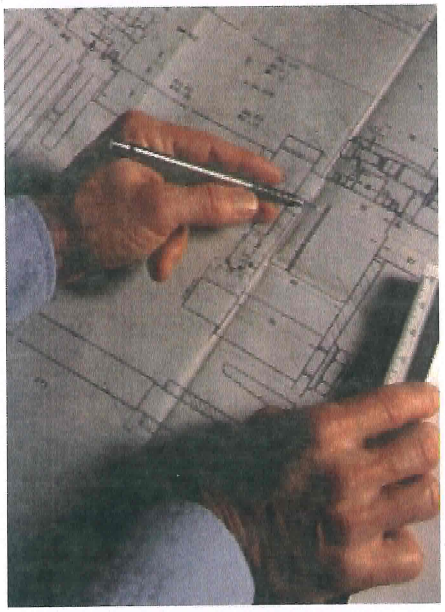
Cost
$20.3M

Completion Date
July 2007

F&S Role
Planning, Architectural & Interior Design, Construction Administration

Section 2
Project Understanding and Approach

A. Provide, in detail, your understanding of the Project and the issues involved.



understanding of the project and issues

Based on our review of this RFQ and its exhibits, our attendance at the pre-proposal meeting and through our past design commissions for the City of Avondale, we understand the City of Avondale has formed an agreement with American Sports Centers (ASC) to develop a Community Recreation Center. American Sports Center-Avondale LLC will lease, operate and maintain the facility. The City of Avondale will construct the 83,000 sf multi purpose indoor recreation center to house volleyball and basketball courts, indoor soccer, flexible program space, a full service kitchen and office/meeting room space. A potential Phase II expansion may house men's and women's locker rooms and other program spaces.

We understand that the Sports Center is an investment strategy and catalyst for future economic activity for the City of Avondale. In addition to using the facility for City-sponsored events, programs and activities, including senior center, youth and adult sports, one of the primary functions of the facility will be to host tournaments, adult leagues, and special events. With this in mind, **several issues regarding competitive sports venues** should be addressed:

- **Parking:** Overlapping tournament schedules may create an increased need for parking. We will carefully study the site to determine how it can best accommodate these needs during peak times.
- **Spectator Seating:** Knowing how much spectator seating is needed and how to accommodate flexible seating configurations will be critical.
- **Artificial Playing Surfaces:** Artificial turf that can accommodate multiple activities (i.e. soccer, football, lacrosse and tennis) in the future should be considered.
- **Leasable Space for Retail and/or Food Concessionaires:** If leased space is a consideration for future phases, the building plans will need to make appropriate accommodations. For example, the full service kitchen may need to be located along an exterior wall with a separate entrance that is accessible from service drives (for delivery trucks) and to the dumpsters.

Our strategic partner, F&S Partners, has successfully **designed numerous municipal recreation facilities**. Through their experience, we have a detailed understanding of the type of facility desired by the City. The design should address the following **issues which are critical to developing a successful Community Recreation Center** for the City of Avondale:

- **Planning for Future Expansion:** This project will be built over time in two phases of construction. The end result must be that all phases appear as one, complete, seamless building. Of particular note, planning for future locker rooms requires consideration of the location of water and sewer lines for shower and toilet facilities. This could be easily planned for in the original phase of design.

- **Reflecting the City's Design Aesthetic:** While the city has recently built new buildings that have begun to dictate an architectural vocabulary and acceptable standard of quality, we also understand that the new Community Recreation Center should stand alone and be somwhat **"Iconic"** reflecing the desire to be a **signature buidling** for the City Center.
- **Avoiding a "Big Box" Design:** Since the shape of many of the program spaces are large volume rectangles, (basketball & volleyball courts and soccer fields), it would be easy to just design a big box in which to house them. The challenge will be to **architecturally sculpt each function** so that it reflects a presence within the City Center.
- **Selecting the Most Economical Building System:** Because the gymnasia and practice fields are large volumetric spaces that must be designed without structural columns, we will need to explore the best building/structural systems to accommodate these spaces.
- **Developing Flexible Program Spaces:** The key to successful multi-purpose spaces is their ability to accommodate current and future programs, activities that are popular now (such as spin classes or yoga instruction) and those that will be popular in the future (such as – well, who knows?).
- **Incorporating Sustainable Design:** Our team has experience in designing recreation projects with an understanding of how nature and technology can work for greater environmental sensitivity, energy efficiency, and cost savings.

B. Describe, in detail, your approach to dealing with the issues that you have identified.

approach to issues

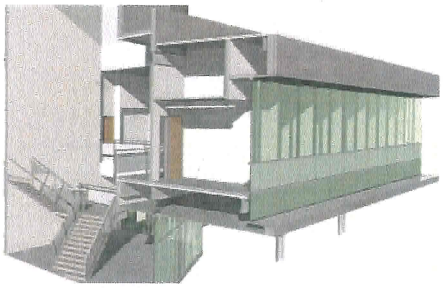
- **Planning for Future Expansion:** Some of the items influenced by a two-phase project include building/structural systems, interior circulation, finishes, exterior appearance, zoning of activities for supervision, acoustics and life safety codes. Our experience includes addressing such challenges. We will work hard to make sure that this seamless connection happens both on the outside and the inside.
- **Reflecting the City's Design Aesthetic:** The SmithGroup Team will work closely with the City of Avondale and ASC to develop an aesthetic that is both **contextual yet unique.**
- **Avoiding a "Big Box" Design:** The design of the Community Recreation Center is an exciting opportunity to create a **signature building** that reinforces your commitment to the quality of recreation in the City of Avondale. SmithGroup's design team pledges our creativity, our experience and our resources to help you make the most of this new facility. Due to the volume of space required for the courts and fields, the building height may facilitate the design of a second floor. For example, offices and restrooms could be located on the second floor over the lobby or multi-purpose rooms.
- **Selecting the Most Economical Building/Structural System:** We will work with the Construction Manager and Strutural Engineer to identify and evaluate the pros and cons of various building systems (i.e. tilt-wall, load bearing masonry, structural steel/masonry veneer wall) and determine which would be best suited to this project. For example, one way of building a gymnasium is by constructing a poured in place concrete frame and infilling it with concrete block. This construction is both difficult and labor intensive. In recent projects, F&S has used tilt-wall as a way of building the structure and the interior surface, thus replacing both the concrete frame and the block. The building's exterior can have any type of veneer. This tilt-wall solution can be a very cost effective method of construction.
- **Developing Flexible Program Spaces:** Specifying flooring that can accommodate different types of activities, flexible lighting, programmable sound systems, and moveable walls are just some of the ways in which we can help multi-purpose spaces be flexibile enough to accommodate current and future programming.
- **Incorporating Sustainable Design:** Our team is currently designing a recreation center for Rice University that is anticipated to be LEED certified. The design requirements of recreation facilities makes this building type a natural for sustainable design. Features such as carefully planned **natural daylight**, the use of **renewable materials and centrally controlled building systems** are all requirements of this type of facility that easily contribute to an overall sustainability goal.

F&S Partners has successfully designed numerous municipal recreation projects. We take pride in our **ability to listen** and accommodate specific **issues** which are **unique to each project** and each city. Our ability to do this as a project develops is demonstrated by the examples below:

- ***Late in the design of the Cedar Hill Recreation Center, city staff requested the ability to lock-off the second floor from the first floor in order to limit access to the fitness area and jogging track during certain times. F&S responded to the request by re-working the open stair to include a concealed coiling shutter to meet the city's needs.***
- ***While working with the City of Killeen on the Lions Club Park Recreation and Senior Center, the city requested that the exterior materials of the complex match materials used on the Civic and Conference Center and the new Killeen Airport. F&S designed the new complex to not only match the materials but also to reflect the aesthetic of the other city buildings.***
- ***At the City's request the Heritage Senior and Aquatics Center for the City of Irving, was designed to have an exterior appearance similar to original buildings in the adjacent downtown area and that the building extend the historic feel to the nearby Whistle Stop Plaza – a DART rail station for the city. F&S took these issues into account and developed a design that fits that criterion.***

C. Describe, in detail, your approach to dealing with the overall management of the design of the Project.

SmithGroup has many tools and innovative approaches currently in place, all of which will help manage the design of the project.



technical innovations: building information modeling

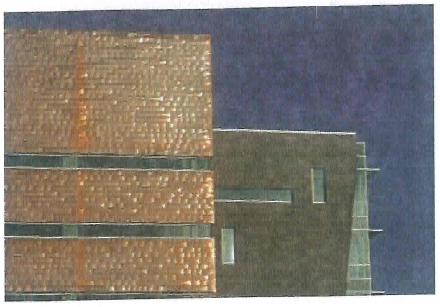
SmithGroup has been using Building Information Modeling **(BIM) since 2004.** Our interest in BIM has been driven primarily by the **delivery of a better product for our clients** and facilitating further integration of the project. BIM is not just a tool but more of a process to SmithGroup, beginning in the early stages of planning and continuing through facility management. The model created in BIM **facilitates tighter integration with disciplines** and a deeper understanding of the design to the client. This **collaboration leads to less error** and omissions, fewer RFIs and a building that is truer to the client's vision. The **transition to BIM** for SmithGroup and the construction industry as a whole **is significant.** This is why **Smithgroup has invested heavily** in not just software and hardware, but in a comprehensive support program for our staff. This includes not only training, but a **company-wide support** team comprised of practitioners from all our disciplines who meet on a regular basis to share experiences and best practices, and to continue refining our use of BIM.

Currently, we use BIM packages including Revit, Revit Systems, Revit Structural and Architectural Desktop (ADT).

- ***We have successfully completed numerous projects using the BIM Process, including a research lab for a confidential pharmaceutical company, a new office headquarters for Sundt (a Phoenix based construction company), Comer Hospital in Chicago and Citibank.***

consensus building – the workshop process

For SmithGroup, the **design process** is highlighted by a **free-thinking but deliberate exercise that we call the" Workshop"**. At the initiation of Schematic Design, we lead an **intense on-site charrette** that **outlines** the major project influences and challenges, **develops** viable approaches with user input and **facilitates consensus** from the team from the very beginning. Consensus building may be the most critical challenge in the design of public architecture. The **process is illustrative** in that it forces all challenges, roadblocks and opportunities to be put on the table for the team to see. Our job here is to **represent the major project issues** to the team in a clear way that allows the facilitation of a smooth decision-making process. The process is inclusive. All voices are heard, which leads to consensus.



- ***For example in using the "workshop" process for the design of the Salt River Pima Maricopa Indian Community Administration Complex we were able to successfully gather program information regarding over 450 employees and reach consensus from over 15 different departments that had not typically worked together before and brought them together into one unified facility. In addition, each of the 8700 residents in the community was a stakeholder, attending our facilitated public presentations and providing input. In this way, the entire community became advocates of the design.***

Our approach represents a balanced aggregate of concern for what we see as the main ingredients of success for your project. We understand that the new **American Sports Centers** Community Recreation Facility needs to **serve as a gateway for future developments** in the city center, and are excited about the opportunity to make this a signature building for the City of Avondale. We see your project emerging directly from the following basic parameters:

- **Image/Identity/Presence**
- **Functionality/Circulation**
- **Sustainability**
- **Regional Appropriateness**

sustainable design

The SmithGroup team views **sustainability as an integral part of the design process.** Our challenge is to **avoid creating problems** that require economic resolution at the completion of the project, but rather **integrate sustainable strategies** from the projects inception. Solar orientation, site considerations, local micro-climate, alternative energy opportunities, materials, day lighting and natural ventilation options are all part of how we approach a project. We understand the City of Avondale is looking for **"green" opportunities;** through our integrated approach we will delve into all possibilities and **emerge with the strategy** that is most **feasible and appropriate** for the new Avondale Sports Centers.

- ***For example in the design of the City of Avondale Old Town Library the City Council decided not to pursue LEED certification but we did employ many sustainable strategies that will help in the overall performance of the building such as, low water use, day lighting, energy efficient systems and use of regional materials.***

SmithGroup currently has 50 LEED Accredited Professionals in our Phoenix office and 265 throughout our 10 offices nationally. We are nationally recognized for our commitment to the environment and pursuing the highest level of quality with all of our projects. Environmentally conscious design and construction decisions, made by owners, design teams and Contractors, whether registered for LEED certification or not, have significant positive impacts on the environment and can significantly reduce life-cycle costs of built structures.

Should the City of Avondale decide to pursue LEED certification, **Smith Group's LEED accredited design team** can provide the **support required** to document and make the submission to the US Green Building Council.

regional approach

There is a way to **build in the Sonoran Desert** area that is unlike anywhere else in the United States, where the climate is hot and arid and the sun creates a harsh environment for a good part of the year. Shade will be a key component of the design and will create the opportunity for a welcoming expression. **The appropriate use** of durable, regionally or locally harvested and straight-forward **materials will be an important** area of study during the design process.

All of our projects demonstrate a strong commitment to regional responsiveness.

- ***The Town of Gilbert Police Evidence Storage and Fire Resource Management Facility used common durable materials in a creative way to respond to regional concerns. Simple tilt-up concrete panels were designed with a variety of reveals to create a visually interesting façade that changes throughout the course of the day and year as the sun moves.***

local knowledge/experience

Clearly, as architectural and engineering planners and designers, it is essential that the SmithGroup team have a thorough understanding and **knowledge of local circumstances** that may affect the Community Recreation Facility. With our **proven track record** and previous experience with the **City of Avondale,** our team of experts and our commitment to the project, our local knowledge and **experience are unequalled.**

B. Explain your proposed design delivery method and schedule starting from the beginning of the design of the Project to the completion of the 100% plans, including the City's review processes and the actions required of the City to make the design of the Project a success.

schedule

Our team has developed a **preliminary** schedule that clearly establishes **processes and milestones** for the project. It **reflects the way we currently document our projects. Utilizing Revit,** the project is produced in three dimensions from the onset making it less challenging in subsequent phases. It is **no longer just about completing a phase of design,** rather, more about the **percentage complete of the total project,** as identified in the breakdown of phases in the Scope of Work (Exhibit C).

Once selected, we will work closely with the City of Avondale to establish a more detailed schedule based on these parameters.

In addition, the Design Team will rely on the CMAR's and the City's knowledge and expertise, and **assess all critical issues** in order to accurately determine a timeline which is beneficial to the entire team. This is a **key aspect of our coordination and** management and is **monitored weekly** for project meetings and updated accordingly. Once the detailed schedule has been established, it will reflect a continuous line of communication and a decision-making process that involves all parties, and **continuously track the following:**

- Workshops and **formal presentations** with City Staff
- Regularly scheduled **bi-weekly** team meetings
- **Intensive participation** and input by the City Staff and others, at early critical stages
- **Cost modeling and estimates at early stages,** based on concepts and narratives which evolve into more detailed analysis as the design documents as the project progresses
- Intensive **collaboration with CMAR** in establishing preliminary and final GMP's (if a CMAR is chosen)
- **Operations and maintenance coordination** with the City Staff to solicit input and assist in decisions for building systems and materials selections.
- FF&E installation to **support move-in**

delivery

In order to ensure a successful delivery of the design there is a certain methodology to which The SmithGroup Team subscribes.

provide appropriate staff

Our **project delivery approach** is based on developing and following a systematic schedule for all phases of the project, as discussed above. Our schedule is an organizational tool that correlates activities identifying who (**people**) will be doing what (**tasks**), when (**calendar**) and for how long (**time commitment**).

Our **depth of staff** in the Phoenix SmithGroup Office, allows us to appropriately match team members with the tasks and phases of the project **maintaining continuity throughout.**

To ascertain our staffing requirements and ensure that we have adequate staffing for our current and anticipated workload, SmithGroup projects staff needs on a weekly and quarterly basis which includes all projects in progress and those expected to become active in that period.

interactive approach

The **key to a quality project is an interactive planning and design process**. The SmithGroup Team is unique in that we are comprised of **integrated practices** inclusive of architectural, mechanical, electrical, interior design and planning services which eliminates the need to contract with outside consultants. Our **in-house services allow** for a **comprehensive integration of systems and services and enables immediate resolution** of challenging issues. A key element to the success of this approach is that the City of Avondale and staff be included as an essential part of the planning team and approval process.

define and/or verify program

SmithGroup will thoroughly review and assess the City of Avondale's current planning strategy to ensure that it adequately supports the needs for the facility's space, staff, and equipment needs, site requirements, organizational structure, policies and procedures and space adjacencies. If **further validation** is required, or if there is a need to create a full design program, SmithGroup will be prepared to undertake this task.

public acceptance

The subject of public meetings invariably generate, to varying degrees, public support and public opposition. As in integral part of the design process, it will be important for the design team and the City of Avondale to develop **positive relationships** with **leaders and organizations from the community.** Their early input will help ensure community support.

quality control and assurance

It is **important to have in place and implement a process** by which the **quality of documentation** can be assessed. As the Architect, the SmithGroup Team is responsible for the level of quality of the **Project Documents**. Our quality control procedures are designed to:

- Assist the Design Team in **focusing on the major attributes** of each phase of a project
- Operate as a "**checks and balances**" for improved quality control
- Provide **documentation** of the review process
- Provide **Improved Project Quality**
- **Deliver** a successful project to the City of Avondale

Reviews are performed by the quality management review team which consists of **seasoned senior staff members,** assigned to the project from the beginning. The review team follows the project through all of its phases. Project specific, general guidelines are established and carried through its entirety. Subsequent to each review at the end of each phase, the design team can incorporate comments and revise deliverables as necessary, prior to issuing for City and CMAR review.

critical issues managing the CMAR process

Development of a close **"teaming environment" with the CMAR, the City of Avondale and Design Team** is **critical** to delivering a successful CMAR project. Some issues to consider include:

- **CMAR Schedule** – Early development of CMAR "Baseline Schedule and Scope"
- **Design Schedule,** package scope, deliverables – to be further developed with County and CMAR input
- **Timely decisions** – design approvals, conflict resolution and closure
- **Approvals** - Meetings with Authorities having jurisdiction, Police, Fire and others for early concept approval/multiple partial building reviews
- **Permitting** - Partial permits if necessary
- **Cost Reviews** – Design reviewed at key phases and adjusted accordingly
- **GMP** – Holding team accountable for budgeted numbers
- **Constructability** – CMAR review and input
- **Close out** – Phased punch list/ partial occupancy if necessary

success in delivery methodologies

In recent years SmithGroup has successfully:

- **Completed more than 45 Design-Build projects** totaling over $1.9 billion in construction value – ranging in size from $2.3 million to $600 million.
  - One recent example is the **Avondale Library** where SmithGroup teamed with Sundt Construction. In the end **monies** that would typically have gone for change orders, were **given back to the Owner** due to the level of quality of the construction documents.
- **Worked collaboratively with Contractors in the Construction Manager @ Risk** delivery methodology.
  - One example is our Central Park East Building in Downtown phoenix, where the contractor hired a 3rd party to review the **documents** and expressed to the Owner that the documents were the **best they had ever seen.**
- **Completed numerous projects in the traditional Design / Bid / Build**
  - SmithGroup has several examples of **success with regard** to our **QA/QC procedures.** Most notably, in Pleasanton, CA, where we are just completing a Safeway Office Building, the architectural and engineering plans were **permitted upon first review,** giving back critical time to the client that originally been allocated for reviews and re-submittals. The delivery method for this project was the traditional design/ bid / build.

Section 4
Organization and Communication

A. Provide an organizational chart showing your team's management structure and the roles of the various team members. This must define how the team will function during the design process. The organization chart must include names, roles and company affiliation.

Avondale American Sports Complex

city of avondale american sports centers

cmar

management

principal/director
Bob Colletta, AIA, LEED AP
SmithGroup

project manager
Kent Willcox, AIA, LEED AP
Smithgroup

design

design principal
Mark Roddy, AIA, LEED AP
SmithGroup

architecture
Greg Buchanan, AIA, LEED AP, CSI
SmithGroup

Eddie Curiel, LEED AP
SmithGroup

interiors & ffe
Linda Salzmann, IIDA, LEED AP
SmithGroup

landscape architecture
Chris Brown, RLA, LEED AP
JJR|Floor

special resources

recreational specialist
David J. Mills, AIA
F&S Architects

other resources

sustainability
Jeff Stanton, AIA, LEED AP
SmithGroup

food service
Dave Keaggy
Dave Keaggy & Associates

cost estimator
Adriana V. Crnjac, BS CCC, LEED AP
CCMC

engineering

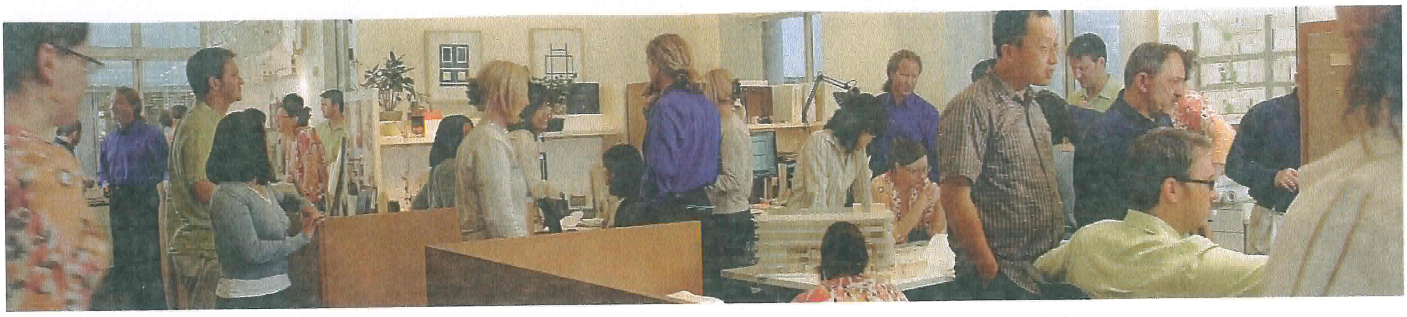
mechanical
Jay Robins, LEED AP
SmithGroup

electrical
Barney Bagby, PE, LEED AP
SmithGroup

civil
Jeff McBride, PE
Dibble

structural
Chris Atkinson, PE, SE, LEED AP
Caruso Turley Scott

geotechnical
Gregg A. Creaser, PE, RLS
Speedie & Associates

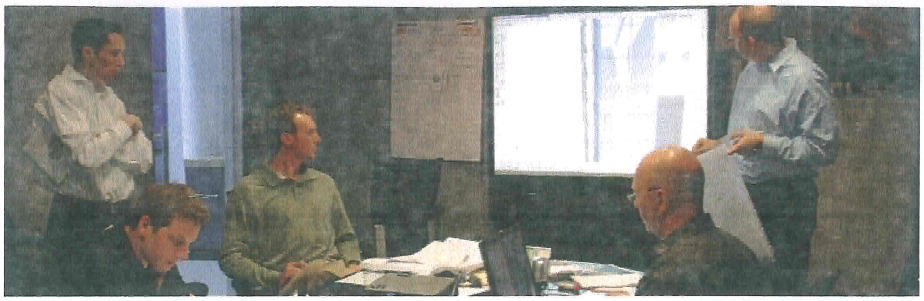


B. Provide a matrix of the members of your team that have worked together on other projects and name those joint project(s).

We are proud of our team's consistant success in delivering quality projects for municipal clients. This matrix demonstrates our core team experience.

SmithGroup Team Joint Project Experience

	Avondale City Complex	Avondale Libraries	Peoria Public Safety Building	Chandler City Hall	Town of Queen Creek, Development Services Building	Town of Fountain Hills Civic Center Phase II	SRP-MIC Tribal Government Complex	Town of Gilbert Police Evidence & Fire Resource Management Facility
Bob Colletta, Project Leadership	•	•	•	•			•	
Kent Willcox, Project Manager	•	•	•	•	•	•	•	•
Mark Roddy, Principal Designer		•		•			•	•
Greg Buchanan, Architectural Leadership	•	•	•	•	•	•	•	•
Eddie Curiel, Architectural Team		•		•			•	•
Linda Salzmann, Interiors/FF&E	•		•	•	•	•	•	•
Jay Robins, Mechanical Engineering	•	•	•	•	•	•	•	•
Barney Bagby, Electrical Engineering	•		•	•		•	•	•
Jeff Stanton, Sustainability	•		•	•	•	•	•	



C. Explain your communications protocols and methodology for management of the design of the Project.

The **SmithGroup management process is founded** on the fact that **decisions control the direction** and schedule of the project. Therefore, by successfully managing decisions, we can direct the design and delivery process of the project effectively and efficiently.

tools to ensure performance and communication

In addition to the schedule, SmithGroup takes advantage of all the **tools** used to help **manage, document and present** the project. They include:

- **Microsoft Project** scheduling software which allows us to track critical milestones and reviews, standard software programs for other critical project management activities such as meeting minutes, spreadsheets and reports.
- **BIM, the latest version of Revit, AutoCAD and 3D modeling** software packages for design presentations and construction documents
- **Team coordination meetings,** where expectations will be set in order to assign accountability within the team.

The role of the **Project Manager and Project Architect are paramount to the process** as they provide the conduit to the various team members. They will have the responsibility of ensuring the tools, programs and schedule are being applied appropriately. The SmithGroup **project manager is the link between the client and the other team members, while the project architect is responsible for the total project compliance.** Some of our accomplishments with regard to project management and ensuring performance are through **communication with the client**, being **responsive to the entire design team** and providing tasks or **"to do" lists that become tools** for communication and verification of response.

With this in mind, our **project strategy** for the new Avondale Sports Centers will be:

- **Client and User Focused**
- **Decision Driven**
- **Collaborative – "Teaming Environment" with the City of Avondale, the CMAR and entire Design Team**

budget and design management

Concurrent with the design workshops, we will develop a **Cost Model** for the project that becomes a benchmark by which we gauge the results of the CMAR cost estimating efforts or simply validate the project budget and scope with our cost consultant. Overall **project goals of quality, cost and schedule are jointly established** and agreed to by the City, CMAR (if there is one) and Architect/Engineer. Based on program requirements, quality levels and proposed systems, a Cost Model is built reflecting estimated market costs for the systems proposed. Included in the Cost Model are contingencies and appropriate cost escalation (or de-escalation) factors. **In light of the current recession, we may actually enjoy a favorable bidding climate** for the first time in 8 to 10 years.

If the Cost Model exceeds the budget, the team **will revisit the program requirements** and systems selection and make the necessary adjustments to bring the project within the budget. No further design will proceed until the program Cost Model and construction budget are compatible and that all parties are confident that the costs are appropriate, adequate and the CMAR and his sub-contractors fully understand the scope of the work.

At the early design stages, constructability issues, optional MEP systems or program elements will be value engineered by the Architect/Engineer and CMAR to evaluate **first cost versus life cycle cost** and to evaluate methodologies to consolidate or refine building elements to improve the overall value to the owner. These value engineering proposals and their cost impacts will be listed and reviewed with the City who will make the final determination as to what proposals will be implemented. This value engineering is completed at the end of the Design Development Phase.

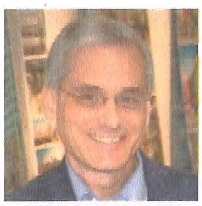
SmithGroup and its team will work closely with the City and CMAR or cost consultant until a contractor has been chosen, making adjustments as the design progresses to stay within budget. Most significantly, when the City brings a **CMAR** on board, they **will be relied upon for their expertise in providing estimating services.** In such case, **criteria can be established that will require a complete listing of clarifications, assumptions and contingencies** made by the CMAR in the preparation of each estimate in the various phases of design, to **avoid unpleasant surprises later in the process.**

Section 5
Vendor's Team's Experience

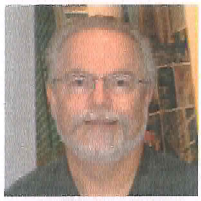
A. Attach a resume for each person who will work on designing the Project and listed on the organization chart (the organization chart and the resumes in this Section must match). The resumes may be attached as a separate appendix.

The following is the **SmithGroup leadership team** being proposed for the City of Avondale's American Sports Centers Design Services, with the resumes of the entire team to follow in the appendix, as requested.

This leadership team has a **history of working together** and has recently completed several workplace and recreational projects, including **Avondale Old Town Library and SRP-MIC Government Complex.** Our goal is to provide an **integrated team** that will work seamlessly to ensure a successful delivery of the project.



Bob will ensure this **project is thoroughly supported from the beginning to the end** of the closeout period. He is committed to being the point of contact throughout the life of the contract, and his specialty in municipal and government projects makes him an integral team member.



As the Project Manager, Kent will be the **day-to-day point of contact for the project** as he was on previous municipal projects. Kent will oversee the progress and quality of work. He will be an integral team member, and will coordinate the internal staff and consultants to ensure the project requirements and the City's needs are met. He will also attend all client meetings, and manage the entire process.

Mark will **lead the overall site analysis and design effort.** Mark's talents extend to his natural abilities in dealing with large, diverse teams demonstrated by his recent work with the SRP-MIC that required consensus-building at each step of the design process. Mark enjoys the teaming aspect of these types of projects and will work closely with the City and ASC to incorporate input to form one design direction.

David Mills will work together with the SG team as an **expert in municipal recreational facility design.** His input will enable the team to provide the highest quality state-of-the-art facility for the City of Avondale. David's knowledge and experitse will be a key factor in the success of the project.

As Project Architect, Greg will work closely with David Mills assisting in the programming, planning, design and team coordination efforts. He will be **responsible for the production of accurate construction documentation of the design, and coordination** of the architectural, engineering and specialty disciplines.

Linda **will manage the interior design development throughout the project** as well as assist in the **visioning and programming for the new interior workspace.** Linda will also be responsible for the **Furniture, Fixtures and Equipment** specifications, attend client meetings and provide direction and quality assurance to the team.

Section 6
Appendix

The resumes may be attached as a separate appendix. Each resume should include:

1. *Name*
2. *Affiliation with the Vendor and title*
3. *City where person is permanently based*
4. *Team member's educational and work background*
5. *List of all current, on-going projects, % complete and the person's role.*
6. *List of three (3) similar projects to the design of this Project that the person worked on in the past five (5) years.*
7. *List the following for each of these (3) projects:*
    - *i. Name of the project*
    - *ii. Role of the person on the project*
    - *iii. Owner of the project*
    - *iv. Owner's project manager/representative's name, telephone number and fax number (must be accurate)*
    - *v. Type of project delivery method, i.e. design-build, construction manager- at-risk, design-build, negotiated, etc.*
    - *vi. Overall project budget and final cost*

Per your request, please see the attached resumes.

Bob Colletta, AIA, LEED AP
Principal-in-Charge, SmithGroup

Bob Colletta is a Senior Vice President and is a member of the firm's Board of Directors, leads SmithGroup Arizona's Workplace Studio and the Workplace National Practice, and has over 25 years experience in the planning, design and construction of a wide variety of office, commercial and mixed-use projects.

Bob's role in the studio has included leading some of SmithGroup Arizona's largest and most significant commissions, including the 20-story Phelps Dodge World Headquarters and the 660,000 sq ft Corporate Office Campus for the University of Phoenix. He is currently Principal-in-Charge for Central Park East, a 1.4 million sq ft high-rise mixed-use project at the heart of downtown Phoenix, comprising a 38-story residential condominium tower, a 19-story office tower, 200,000 sq ft of educational space for the university, commercial retail, and parking in below-grade and above-grade structures.

Office Location
Phoenix

Education
BA - Architecture
Arizona State University

Registrations / Affiliations
Registered Architect - AZ

LEED Accredited Professional

AIA Member

Current Project Workload
- One Central Park East, 80% through Construction, PIC
- Safeway Pleasanton, 30% though CA, PIC
- CBD 101, currently on hold, PIC

Central Business District 101, Glendale, AZ

Developed as the first phase of a large mixed-use master plan, the CBD 101 Phase One, 7-story building houses 150,000 sq ft of office over ground floor retail.
Completion Date: Currently on hold
Role: PIC
Project Owner: CB Diversified
Owner Contact: Dan Streyle, Director of Construction, P: 602.535.5300 F: 602.840.0023
Delivery Method: CM@R
Project Budget/Final Cost: $23.2 M

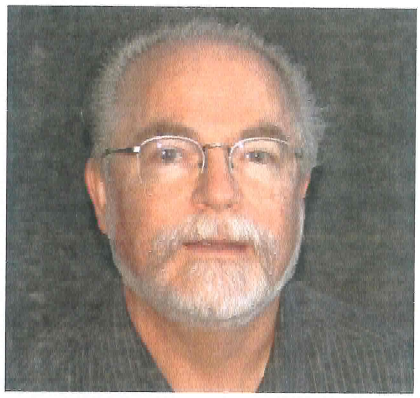
Apollo Development Riverpoint Center, Phoenix, AZ

This new 660,000 sf corporate campus houses the administrative offices for UOP's online university group. Provided architectural and engineering services for a 10-story and two 6-story office buildings. The 10-story houses a 22,000 sf food service component and the 37-acre campus parks 4,500 cars with a combination of surface lots and two structured garages.
Completion Date: March 2008
Role: PIC
Project Owner: Apollo Group
Owner Contact: Rick Mason, Director of Construction, P: 480.966.5394 F: 480.929.7386
Delivery Method: CM@R
Project Budget/Final Cost: $123 M/$123 M

One Central Park East, Phoenix, AZ

Thoughtfully designed 26-story office tower in the heart of Downtown Phoenix, containing approximately 475,000 rsf of office space on 28,000 sf floor plates, with 8,000 sf of ground-level retail.
Completion Date: Est. 2009
Role: PIC
Project Owner: Cental Park East Associates, LLC
Owner Contact: Mike Szkatulski, Senior Managing Director, Mesirow Financial, P: 312.595.7860 F: 312.595.4246
Delivery Method: CM@R
Project Budget/Final Cost: $225 M

Kent Willcox, AIA, LEED AP
Project Manager, SmithGroup



Mr. Willcox is a licensed architect who has over 33 years experience in managing design and construction. He has proven expertise in coordinating and managing all phases of a wide variety of types and sizes of complex projects. His work includes office, educational, retail, government, commercial and restaurant projects.

Office Location
Phoenix

Education
BS - Architecture
University of Colorado

Registrations / Affiliations
Registered Architect - AZ, CO

LEED Accredited Professional

AIA Member

Current Project Workload
- Safeway Pleasanton, 30% though CA, Project Manager
- Chandler City Hall, 50% through CD, Project Manager

Avondale Libraries, Avondale, AZ

Project includes the construction of a new 32,000 sf Main Library in the Avondale Civic Center Complex and a replacement library for the existing 12,000 sf Western Avenue Branch Library to serve the City's rapidly expanding population.
Completion Date: 2/07 and 8/08
Role: Project Manager
Project Owner: City of Avondale
Owner Contact: Dan Davis, Director of Parks, Recreation and Libraries, P: 623.333.2411 F: 623.333.0240
Delivery Method: Design-Build
Project Budget/Final Cost: Main: $3.8 M/$6.2 M Old Town: $4.1 M/$6 M (owner added scope)

Chandler City Hall, Chandler, AZ

Designed to consolidate a number of city administration offices and service departments that interact with the public, comprising a total of 125,000 sf. Project targeting LEED Certified Gold.
Completion Date: Est. 2010
Role: Project Manager
Project Owner: City of Chandler
Owner Contact: Marian Norris, Assistant to the City Manager, P: 480.782.2216 F: 480.782.2209
Delivery Method: CM@R
Project Budget/Final Cost: $47 M

SRP-MIC Tribal Government Complex, Phoenix Metropolitan Area

180,000 gsf Government Center Complex for the Salt River Pima-Maricopa Indian Community will accommodate office space for various tribal government functions, a cafeteria to serve both the employees of the government campus and the community as a whole, and a Community Council Chamber including council offices and conference rooms.
Completion Date: 2009
Role: Project Manager
Project Owner: Salt River Pima-Maricopa Indian Community
Owner Contact: Ron Moll, Project Manager, P: 480.850.4777 F: 480.850.8880
Delivery Method: CM@R
Project Budget/Final Cost: $75 M

Mark Roddy, AIA, LEED AP
Design Principal, SmithGroup

Mark Roddy, AIA, is a design principal and the lead designer for the Phoenix office of SmithGroup's Office Workplace Studio. A graduate of the University of Arizona College of Architecture, Roddy received a Master of Architecture from UCLA in 1997. His work has been exhibited locally, nationally and internationally including venues in Romania, New York, Los Angeles and Scottsdale. Roddy's work has been seen in several regional and national publications, from Desert Living to Architectural Record and his projects have been honored with numerous design awards. In addition to his award winning commercial projects, Roddy received the AIA Merit Award for the Desert Living Home of the Year Award in for the expansion and renovation of his home, located in the Phoenix Coronado Historic District. With over 16 years in the architectural field, Roddy's expertise produce civic/municipal spaces that respond to the surrounding community and its culture, while his office/workplace designs are efficient without sacrificing environmental responsiveness. Mark Roddy believes architecture should be expressive and environmentally responsible, but above all it should seek and find a balance between beauty and function.

Office Location
Phoenix

Education
MA - Architecture
University of California, Los Angeles

BA- Architecture
University of Arizona

Registrations / Affiliations
Registered Architect - AZ

LEED Accredited Professional

AIA Member

Current Project Workload
- One Central Park East, 80% through Construction, Design Principal
- Chandler City Hall, 50% through CD, Design Principal

Avondale Libraries, Avondale, AZ

Project includes the construction of a new 32,000 sf Main Library in the Avondale Civic Center Complex and a replacement library for the existing 12,000 sf Western Avenue Branch Library to serve the City's rapidly expanding population.
Completion Date: 2/07 and 8/08
Role: Design Principal
Project Owner: City of Avondale
Owner Contact: Dan Davis, Director of Parks, Recreation and Libraries, P: 623.333.2411 F: 623.333.0240
Delivery Method: Design-Build
Project Budget/Final Cost: Main: $3.8 M/$6.2 M Old Town: $4.1 M/$6 M (owner added scope)

Chandler City Hall, Chandler, AZ

Designed to consolidate a number of city administration offices and service departments that interact with the public, comprising a total of 125,000 sf. Project targeting LEED Certified Gold.
Completion Date: Est. 2010
Role: Design Principal
Project Owner: City of Chandler
Owner Contact: Marian Norris, Assistant to the City Manager, P: 480.782.2216 F: 480.782.2209
Delivery Method: CM@R
Project Budget/Final Cost: $47 M

One Central Park East, Phoenix, AZ

Thoughtfully designed 26-story office tower in the heart of Downtown Phoenix, containing approximately 475,000 rsf of office space on 28,000 sf floor plates, with 8,000 sf of ground-level retail.
Completion Date: Est. 2009
Role: Design Principal
Project Owner: Cental Park East Associates, LLC
Owner Contact: Mike Szkatulski, Senior Managing Director, Mesirow Financial, P: 312.595.7860 F: 312.595.4246
Delivery Method: CM@R
Project Budget/Final Cost: $225 M

David J. Mills, AIA
Recreational Specialist, F & S Partners

In his 20+ years at F&S Partners, Mr. Mills has led or participated in the programming and design of almost all of the firm's 30+ recreation projects. He is particularly adept at planning these facilities for public and private facilities. Mr. Mills has delivered presentations at numerous national and regional conferences for National Intramural Recreational Sport Association (NIRSA) and Texas Recreation and Park Society (TRAPS).

Office Location
Dallas, TX

Education
Bachelor of Architecture
University of Texas at Arlington

Master of Architecture
University of Texas at Arlington

Registrations / Affiliations
Registered Architect: Texas #13496

American Institute of Architects

Texas Society of Architects

Texas Recreation and Park Society (TRAPS) Conference Speaker

Judge, Athletic Business Magazine Facility of Merit Awards

Current Project Workload
- TWU Rec Center, beginning CD, Project Designer
- KSU Rec Center, on hold pending SD approval, Project Designer
- Carpenter Park Rec Center, beginning SD, Project Designer
- Angelo State Rec/Wellness, beginning DD, Project Designer

Lions Club Park Recreation and Senior Center, Killeen, TX

The 15,000 SF senior center contains craft, meeting, exercise and games rooms, a ballroom, kitchen and library. The adjacent recreation center, approximately 40,000 SF, contains gymnasia, weight/fitness space, jogging track, lounge, aerobics and meeting rooms.
Completion Date: Spring 2008
Role: Project Designer
Project Owner: City of Killeen
Owner Contact: Glenn Morrison, Assistant City Manager, P: 254.501.8829 F: 254.291.2626
Delivery Method: CM@R
Project Budget/Final Cost: $10,247,363/$10,362,930

Cedar Hill Recreation Center, Cedar Hill, TX

The Cedar Hill Recreation Center includes approximately 50,000 SF and houses a two court gymnasium, fitness space, aerobics/dance studio, and a jogging track. It also contains a community center with multipurpose meeting space, a catering kitchen, and lounge areas.
Completion Date: 2004
Role: Project Designer
Project Owner: City of Cedar Hill
Owner Contact: Ms Sandra Martin, Director of Parks & Recreation, P: 972.291.5130 F: 972.291.5141
Delivery Method: CSP
Project Budget/Final Cost: $7,500,000/$7,275,067

Wellness & Recreational Sports Complex, Edinburg, TX

New 95,000 SF recreation center facilities include a two-court gymnasium, a multi-activity court, four racquetball courts, jogging track, weight and fitness space as well as aerobics and training facilities. The center features an extensive outdoor complex: two tennis courts, a leisure pool, basketball and sand volleyball courts.
Completion Date: Fall 2007
Role: Project Designer
Project Owner: The University of Texas – Pan American
Owner Contact: Dr. Jim Watson, Director, Wellness & Recreational Sports, P: 956.292.0839 E: jwatson2@utpa.edu
Delivery Method: CM@R
Project Budget/Final Cost: $18,500,000/$20,352,842

Greg Buchanan, AIA, LEED AP, CSI
Project Architect, SmithGroup

Greg Buchanan is a senior project architect and architectural discipline leader for the Phoenix office of SmithGroup. With over 15 years of experience and a diverse background that incorporates all aspects of the architectural process, Buchanan manages the technical coordination and project production within his discipline: supervising staff, ensuring project coverage and performing technical training. A veteran of large, complex projects, Buchanan has a well developed knowledge of building materials and the construction process as a whole. A member of the American Institute of Architects, the Construction Specification Institute (CSI) and a USGBC LEED Accredited Professional, Buchanan holds a Bachelor of Science in Architectural Studies, a Master of Science in Civil Engineering and a Master of Architecture from the University of Illinois at Urbana. His background includes government, corporate headquarters, sports facilities, and numerous educational projects.

Office Location
Phoenix

Education
MA - Architecture
University of California, Los Angeles

BA- Architecture
University of Arizona

Registrations / Affiliations
Registered Architect - AZ

LEED Accredited Professional

AIA Member

Current Project Workload
- One Central Park East, 80% through Construction, Project Architect
- Safeway Pleasanton, 30% though CA, Project Architect

Avondale Libraries, Avondale, AZ

Project includes the construction of a new 32,000 sf Main Library in the Avondale Civic Center Complex and a replacement library for the existing 12,000 sf Western Avenue Branch Library to serve the City's rapidly expanding population.
Completion Date: 2/07 and 8/08
Role: Project Architect
Project Owner: City of Avondale
Owner Contact: Dan Davis, Director of Parks, Recreation and Libraries, P: 623.333.2411 F: 623.333.0240
Delivery Method: Design-Build
Project Budget/Final Cost: Main: $3.8 M/$6.2 M Old Town: $4.1 M/$6 M (owner added scope)

Apollo Development Riverpoint Center, Phoenix, AZ

This new 660,000 sf corporate campus houses the administrative offices for UOP's online university group. Provided architectural and engineering services for a 10-story and two 6-story office buildings. The 10-story houses a 22,000 sf food service component and the 37-acre campus parks 4,500 cars with a combination of surface lots and two structured garages.
Completion Date: March 2008
Role: Project Architect
Project Owner: Apollo Group
Owner Contact: Rick Mason, Director of Construction, P: 480.966.5394 F: 480.929.7386
Delivery Method: CM@R
Project Budget/Final Cost: $123 M/$123 M

One Central Park East, Phoenix, AZ

Thoughtfully designed 26-story office tower in the heart of Downtown Phoenix, containing approximately 475,000 rsf of office space on 28,000 sf floor plates, with 8,000 sf of ground-level retail.
Completion Date: Est. 2009
Role: Project Architect
Project Owner: Cental Park East Associates, LLC
Owner Contact: Mike Szkatulski, Senior Managing Director, Mesirow Financial, P: 312.595.7860 F: 312.595.4246
Delivery Method: CM@R
Project Budget/Final Cost: $225 M

Eddie Curiel, LEED AP
Architectural Team, SmithGroup

Eddie Curiel has over seven years of architectural experience developing design documents, detailing and performing construction administration for a variety of municipal buildings. A graduate of the University of Arizona, Eddie's recent work includes the Avondale Civic Center Library and seeing the City of Gilbert Police and Fire Station project through to completion.

Office Location
Phoenix

Education
B- Architecture
University of Arizona

Registrations / Affiliations
LEED Accredited Professional

Current Project Workload
- Chandler City Hall, 50% through CD, Architectural Team

Avondale Libraries, Avondale, AZ

Project includes the construction of a new 32,000 sf Main Library in the Avondale Civic Center Complex and a replacement library for the existing 12,000 sf Western Avenue Branch Library to serve the City's rapidly expanding population.
Completion Date: 2/07 and 8/08
Role: Architectural Team
Project Owner: City of Avondale
Owner Contact: Dan Davis, Director of Parks, Recreation and Libraries, P: 623.333.2411 F: 623.333.0240
Delivery Method: Design-Build
Project Budget/Final Cost: Main: $3.8 M/$6.2 M Old Town: $4.1 M/$6 M (owner added scope)

Chandler City Hall, Chandler, AZ

Designed to consolidate a number of city administration offices and service departments that interact with the public, comprising a total of 125,000 sf. Project targeting LEED Certified Gold.
Completion Date: Est. 2010
Role: Architectural Team
Project Owner: City of Chandler
Owner Contact: Marian Norris, Assistant to the City Manager, P: 480.782.2216 F: 480.782.2209
Delivery Method: CM@R
Project Budget/Final Cost: $47 M

SRP-MIC Tribal Government Complex, Phoenix Metropolitan Area

180,000 gsf Government Center Complex for the Salt River Pima-Maricopa Indian Community will accommodate office space for various tribal government functions, a cafeteria to serve both the employees of the government campus and the community as a whole, and a Community Council Chamber including council offices and conference rooms.
Completion Date: 2009
Role: Architectural Team
Project Owner: Salt River Pima-Maricopa Indian Community
Owner Contact: Ron Moll, Project Manager, P: 480.850.4777 F: 480.850.8880
Delivery Method: CM@R
Project Budget/Final Cost: $75 M

Linda Salzmann, IIDA, LEED AP
Interiors/FF&E, SmithGroup

Linda Salzmann has been an interior designer for 30 years. During this time she has worked as a Project Designer and Design Team Leader on a variety of educational, government, corporate and healthcare projects. Her broad interiors experience includes project management, space planning, construction documentation and finish and furniture selection. Ms. Salzmann is NCIDQ certified and is a LEED Accredited Professional.

Office Location
Phoenix

Education
BFA - Interior Design
University of Massachusetts

Registrations / Affiliations
International Interior Design Association (IIDA)

National Council for Interior Design Qualification (NCIDQ)

LEED Accredited Professional

Current Project Workload
- Chandler City Hall, 50% through CD, Interior Designer

Avondale Libraries, Avondale, AZ

Project includes the construction of a new 32,000 sf Main Library in the Avondale Civic Center Complex and a replacement library for the existing 12,000 sf Western Avenue Branch Library to serve the City's rapidly expanding population.
Completion Date: 2/07 and 8/08
Role: Interior Designer
Project Owner: City of Avondale
Owner Contact: Dan Davis, Director of Parks, Recreation and Libraries, P: 623.333.2411 F: 623.333.0240
Delivery Method: Design-Build
Project Budget/Final Cost: Main: $3.8 M/$6.2 M Old Town: $4.1 M/$6 M (owner added scope)

Chandler City Hall, Chandler, AZ

Designed to consolidate a number of city administration offices and service departments that interact with the public, comprising a total of 125,000 sf. Project targeting LEED Certified Gold.
Completion Date: Est. 2010
Role: Interior Designer
Project Owner: City of Chandler
Owner Contact: Marian Norris, Assistant to the City Manager, P: 480.782.2216 F: 480.782.2209
Delivery Method: CM@R
Project Budget/Final Cost: $47 M

SRP-MIC Tribal Government Complex, Phoenix Metropolitan Area

180,000 gsf Government Center Complex for the Salt River Pima-Maricopa Indian Community will accommodate office space for various tribal government functions, a cafeteria to serve both the employees of the government campus and the community as a whole, and a Community Council Chamber including council offices and conference rooms.
Completion Date: 2009
Role: Interior Designer
Project Owner: Salt River Pima-Maricopa Indian Community
Owner Contact: Ron Moll, Project Manager, P: 480.850.4777 F: 480.850.8880
Delivery Method: CM@R
Project Budget/Final Cost: $75 M

Jeff Stanton, AIA, LEED AP
Sustainability Specialist, SmithGroup

Mr. Stanton has more than 28 years experience as project architect/manager on new and renovated buildings for both public and private sector clients in all phases of project development from programming through construction administration. He has particular expertise as a strong technical architect on large, complex and technically challenging projects. As sustainable design business unit leader for SmithGroup's Phoenix Office, Mr. Stanton works with project teams to provide solutions that make buildings more energy efficient, resource efficient and that provide healthy indoor environments.

Office Location
Phoenix

Education
BA - Architecture
Tulane University

MA - Architecture
Tulane University

Registrations / Affiliations
Registered Architect: AZ, IL, CO

NCARB Certified

AIA Member

LEED Accredited Professional

USGBC Member, Arizona Chapter

USGBC Arizona Chapter Central Branch, Technical Committee Chair

Current Project Workload
- MCC Red Mountain, 60% through CA, Sustainability Specialist
- ASU Nursing Phase 2, 80% through CA, Sustainability Specialist
- MCC Nursing, 75% through CD, Sustainability Specialist

Arizona Biomedical Collaborative (ABC) Building 1, Phoenix, AZ

This 85,000 gsf facility is a joint office / research building between the University of Arizona and Arizona State University in downtown Phoenix. Project is targeting LEED Certified Silver.
Completion Date: July 2007
Role: Sustainability Specialist
Project Owner: City of Phoenix
Owner Contact: Dave Harris, Senior Project Manager, P: 602.307.9204 F: 602.307.9212
Delivery Method: CM@R
Project Budget/Final Cost:
$23.1 M/ $23.5 M (added scope)

Chandler City Hall, Chandler, AZ

Designed to consolidate a number of city administration offices and service departments that interact with the public, comprising a total of 125,000 sf. Project is targeting LEED Certified Gold.
Completion Date: Est. 2010
Role: Sustainability Specialist
Project Owner: City of Chandler
Owner Contact: Marian Norris, Assistant to the City Manager, P: 480.782.2216 F: 480.782.2209
Delivery Method: CM@R
Project Budget/Final Cost:
$47 M

Sundt Headquarters, Phoenix, AZ

The new $76,400 building includes office, meeting, and support functions that are functional, flexible, and that fosters collaboration. The Sundt Corporate Headquarters project, is seeking a Silver LEED Certification from the USGBC.
Completion Date: 2007
Role: Sustainability Specialist
Project Owner: Sundt Corporation
Owner Contact: Martin Hedlund, Project Manager, P: 480.293.3000 F: 480.293.3079
Delivery Method: Design-Build
Project Budget/Final Cost:
$8 M / $8 M

Jay Robins, LEED AP
Mechanical Designer, SmithGroup

Mr. Robins has 32 years of experience in the field of mechanical engineering working on a variety of commercial and institutional projects which include office, laboratory, hospitals and manufacturing plants. Mr. Robins' mechanical experience includes the application of computerized building systems modeling for accurate analysis and forecasting of energy consumption.

Office Location
Phoenix

Registrations / Affiliations
LEED Accredited Professional

Current Project Workload
- One Central Park East, 80% through Construction, Mechanical Design
- Safeway Pleasanton, 30% though CA, Mechanical Design
- Paradise Valley Community College, 50% through SD, Mechanical Design

Avondale Libraries, Avondale, AZ

Project includes the construction of a new 32,000 sf Main Library in the Avondale Civic Center Complex and a replacement library for the existing 12,000 sf Western Avenue Branch Library to serve the City's rapidly expanding population.
Completion Date: 2/07 and 8/08
Role: Mechanical Design
Project Owner: City of Avondale
Owner Contact: Dan Davis, Director of Parks, Recreation and Libraries, P: 623.333.2411 F: 623.333.0240
Delivery Method: Design-Build
Project Budget/Final Cost: Main: $3.8 M/$6.2 M Old Town: $4.1 M/$6 M (owner added scope)

Apollo Development Riverpoint Center, Phoenix, AZ

This new 660,000 sf corporate campus houses the administrative offices for UOP's online university group. Provided architectural and engineering services for a 10-story and two 6-story office buildings. The 10-story houses a 22,000 sf food service component and the 37-acre campus parks 4,500 cars with a combination of surface lots and two structured garages.
Completion Date: March 2008
Role: Mechanical Design
Project Owner: Apollo Group
Owner Contact: Rick Mason, Director of Construction, P: 480.966.5394 F: 480.929.7386
Delivery Method: CM@R
Project Budget/Final Cost: $123 M/$123 M

One Central Park East, Phoenix, AZ

Thoughtfully designed 26-story office tower in the heart of Downtown Phoenix, containing approximately 475,000 rsf of office space on 28,000 sf floor plates, with 8,000 sf of ground-level retail.
Completion Date: Est. 2009
Role: Mechanical Design
Project Owner: Cental Park East Associates, LLC
Owner Contact: Mike Szkatulski, Senior Managing Director, Mesirow Financial, P: 312.595.7860 F: 312.595.4246
Delivery Method: CM@R
Project Budget/Final Cost: $225 M

Barney Bagby, PE, LEED AP
Electrical Engineer, SmithGroup

With over 35 years of experience in electrical engineering, Barnabas Bagby, PE, leads the SmithGroup Phoenix electrical engineering team. Professionally registered in thirteen states, Mr. Bagby's portfolio includes design and engineering of educational, healthcare, correctional, commercial, industrial and residential projects. A seasoned project manager, he has performed code studies, estimating, lighting system comparative analysis, fault current/coordination studies, sound and intercommunication systems, as well as, voice, video and data cabling, security systems and energy management systems.

Office Location
Phoenix

Education
Associates in General Studies
Phoenix College

Registrations / Affiliations
Registered Professional Engineer - AZ, AR, CA, CO, FL, HI, KS, NV, OK, OR, TX, WA, WV

NCEES

LEED Accredited Professional

Current Project Workload

- Safeway Pleasanton, 30% though CA, Electrical Engineer
- Chandler City Hall, 50% through CD, Electrical Engineer
- Denver Crime Lab, 5% through SD, Electrical Engineer

Chandler City Hall, Chandler, AZ

Designed to consolidate a number of city administration offices and service departments that interact with the public, comprising a total of 125,000 sf. Project targeting LEED Certified Gold.
Completion Date: Est. 2010
Role: Electrical Engineer
Project Owner: City of Chandler
Owner Contact: Marian Norris, Assistant to the City Manager, P: 480.782.2216 F: 480.782.2209
Delivery Method: CM@R
Project Budget/Final Cost: $47 M

Apollo Development Riverpoint Center, Phoenix, AZ

This new 660,000 sf corporate campus houses the administrative offices for UOP's online university group. Provided architectural and engineering services for a 10-story and two 6-story office buildings. The 10-story houses a 22,000 sf food service component and the 37-acre campus parks 4,500 cars with a combination of surface lots and two structured garages.
Completion Date: March 2008
Role: Electrical Engineer
Project Owner: Apollo Group
Owner Contact: Rick Mason, Director of Construction, P: 480.966.5394 F: 480.929.7386
Delivery Method: CM@R
Project Budget/Final Cost: $123 M/$123 M

One Central Park East, Phoenix, AZ

Thoughtfully designed 26-story office tower in the heart of Downtown Phoenix, containing approximately 475,000 rsf of office space on 28,000 sf floor plates, with 8,000 sf of ground-level retail.
Completion Date: Est. 2009
Role: Electrical Engineer
Project Owner: Cental Park East Associates, LLC
Owner Contact: Mike Szkatulski, Senior Managing Director, Mesirow Financial, P: 312.595.7860 F: 312.595.4246
Delivery Method: CM@R
Project Budget/Final Cost: $225 M

Jeff McBride, PE
Civil Engineer, Dibble Engineering

Jeff has 12 years of experience in the civil engineering arena. He serves as a Project Manager in Dibble's Site Infrastructure Practice where he specializes in multi-functional, public safety, municipal and private development sites that accommodate various user groups. Jeff's responsibilities include site and master planning, traffic and transportation engineering, and roadway and parking facility design to accommodate the needs of both employees and clients. Design responsibilities include site geometrics, site utility design, retention design, grading, drainage, earthwork, and fire line design.

Office Location
Goodyear, Arizona

Education
BS - Civil Engineering
Northern Arizona University

Registrations / Affiliations
Registered Professional Engineer: AZ

Alliance for Construction Excellence

American Society of Civil Engineers

Construction Management Association of America

WESTmarc

Current Project Workload
- ABCII/HSEB, 25% December 2009, Civil PM
- Smokehouse Trail Police Precinct, 25% September 2009, Civil PM
- Herberger Theater, 25% August 2009, Civil PM

Avondale Civic Center, Avondale, AZ

The design included a City Hall, a City Police Facility, and a Courts Building. The City concurrently designed and constructed the roadway improvements of Avondale Boulevard, which was designed to handle the projected traffic for the full site build-out, and provides sufficient site access for vehicles as well as bicyclists. Utilities were sized to the capacity required for the full site build-out, as well as development in the "out-parcel" (the parcel located beyond the northeast corner of the site). The City Hall site was raised five feet from the existing grade and required extensive earthwork modeling to balance cut and fill on site.
Role: Project Civil Engineer
Project Owner: City of Avondale
Owner Contact: Mike Smith, PE, P: 623.333.4450, F: 623.333.0400
Delivery Method: Design-Build
Project Budget/Final Cost: $21.8M/$21.8M

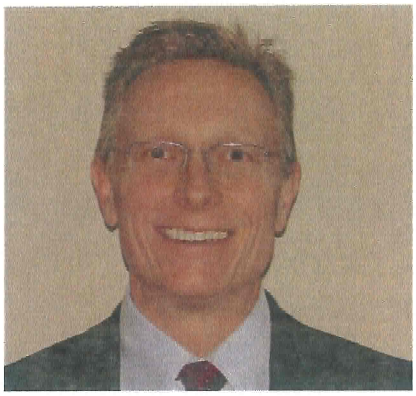
Avondale Corporate Center, Avondale, AZ

A commercial office within the Avondale Civic Center 60-acre complex and the view corridor adjacent to the Corporate Center. As a part of this development, the team created a park-like setting within the retention basin providing a public gathering place with a view of the Corporate Center and into the Civic Center complex from Avondale Boulevard. Civil engineering services included survey, grading and drainage, and utility design.
Role: Project Civil Engineer
Project Owner: Sundt Construction
Owner Contact: Bill Lies, P: 480.293.3000, F: 480.293.3079
Delivery Method: Design-Bid-Build
Project Budget/Final Cost: $35M/$35M

Avondale Public Safety Facility, Avondale, AZ

Avondale Public Safety Facility includes a fire station and a police station on a 3-acre site. Our scope of work included extending the existing utilities, water and sewer, from the public right-of-way to the buildings. To provide site access, we designed a 1,000 foot long roadway, with access from 107th Avenue, that connects to two parking lots. There is also perpendicular roadway parking. The City required on-site retention that was fulfilled by four retention basins, two of which required drywells.
Role: Project Civil Engineer
Project Owner: City of Avondale
Owner Contact: Dave Fitzhugh, P: 623.333.1014 F: 623.333.0100
Delivery Method: Design-Bid-Build
Project Budget/Final Cost: $30M/$30M

Chris J. Atkinson, PE, SE, LEED AP
Structural Engineer, Caruso Turley Scott



Mr. Atkinson has 24 years of engineering design experience. He has a proven track record for technical expertise, outstanding design, and coordination services. He will provide the structural design lead for the project and will work in close collaboration with the architectural team. Mr. Atkinson will ensure coordination of design documentation and the internal exchange of information between team members. Mr. Atkinson maintains an enviable engineering reputation by consistently providing clients with high quality services and by meeting project schedules and budgets. His key responsibilities for this project will include:

- Active involvement throughout design and construction phases
- Project design, planning, and budget control
- Value engineering to determine appropriate and economical structural systems
- Ensure quality control/assurance procedures utilized
- Engineering and drafting accuracy reviews

Office Location
Phoenix, AZ

Education
BS - Engineering
University of Arizona

Registrations / Affiliations
Registered Professional Engineer: AZ, CA

Registered Structural Engineer: AZ, CA

LEED Accredited Professional

Member SEAoA

Current Project Workload

- Chandler City Hall, 95%, Structural Project Manager
- W.L. Gore Sonorah Campus, 95%, Structural Project Manager
- Embassy Suites, 90%, Structural Project Manager

Glendale Foothills Recreation & Aquatic Center, Glendale, AZ

70,000 sf, Gymnasiums, fitness machines, running track, racquetball, lap & diving pools, a play pool with lazy river current & slide
Design Complete: August 2004
Role: Structural Project Manager
Project Owner: City of Glendale
Owner Contact: Bill Passnore, P: 623.930.2800, F: 623.915.2695
Delivery Method: Design-Bid-Build
Project Budget/Final Cost: $14.3 M/$14.2 M

Buckeye Union High School Gymnasium Buckeye, AZ

17,000 sf, 2 story building
Design Complete: February 2005
Role: Structural Project Manager
Project Owner: Buckeye Elementary School
Owner Contact: Whitney Smith, P: 623.872.1852 F: 623.872.0877
Delivery Method: Design-Bid-Build
Project Budget/Final Cost: $4.5 M/$4.5 M

LA Fitness Sports Club, Santa Clarita, CA

45,000 sf, Heated Lap Pool & Spa, Full Court Basketball, Racquetball, Indoor Cycling
Design Complete: June 2005
Role: Structural Project Manager
Project Owner: LA Fitness International LLC
Owner Contact: Jon Zaich, P: 949.725.0404
Delivery Method: Design-Bid-Build
Project Budget/Final Cost: $10.5 M/$10.4 M

Gregg A. Creaser, PE, RLS
Geotechnical, Speedie & Associates

Mr. Creaser is a Principal and geotechnical-engineering specialist providing consulting engineering services for clients in both private sector and municipal agencies statewide. He offers 29 years of civil and geotechnical engineering experience in the Arizona market and is a founding member in Speedie & Associates' local Phoenix operation. Mr. Creaser is directly responsible for managing the company wide geotechnical department operations with the aid of a professional staff of nine engineers/geologists plus support personnel. Mr. Creaser personally conducts investigations and analyses for projects, directs and guides geotechnical engineers and technicians in compiling and analyzing data, provides Principal supervision on all investigations, authors and reviews geotechnical reports, provides technical guidance and support to the professional staff, and prepares and reviews soil and foundation reports and specifications. Mr. Creaser prides himself on working closely with project stakeholders in providing sound and economical design solutions.

Office Location
Phoenix, Arizona

Education
BS - Civil Engineering
Arizona State University

Registrations / Affiliations
Registered Professional Engineer (Civil): Arizona, New Mexico

Registered Land Surveyor: Arizona

Current Project Workload
Due to the nature of our services, our Geotechnical department typically has between 20 and 50 projects active at any one time with an average duration of 2 to 6 weeks. Currently we have 34 active projects of which Mr. Creaser is Project Principal for 30 and Project Manager for the 4 listed below:

- City of Avondale Pavement Evaluation, 5% complete, Geotechnical Project Manager
- Phoenix Theater Main Stage Addition, 98% complete, Geotechnical Project Manager
- Ak-Chin Water/Wastewater System Improvements, 85% complete, Geotechnical Project Manager
- ASU Parking Structure #8, 0% complete (project on hold), Geotechnical Project Manager

Goodyear Ballpark and Recreation Sports Complex, Goodyear, AZ

10,000 seat multi-purpose baseball stadium (8,000 fixed, 1,500 berm, 500 seat party deck) and 100-acre Goodyear Recreational Sports Complex which houses the clubhouse and player development facilities and six full-size practice fields for both the Cleveland Indians and the Cincinnati Reds as part of an overall 240 acre campus.
Role: Geotechnical Project Manager
Project Owner: City of Goodyear
Owner Contact: Regis Reed, P: 623.882.7098 F: 623.882.7520
Delivery Method: CM@Risk
Project Budget/Final Cost: Speedie & Associates involvement was as a geotechnical and materials testing engineering consultant and are rarely privy of overall project budgets and final costs due to the nature of our services. However, our understanding that the final cost for the Ball Park and Cleveland Indian's Development Project was: $57,836,000.

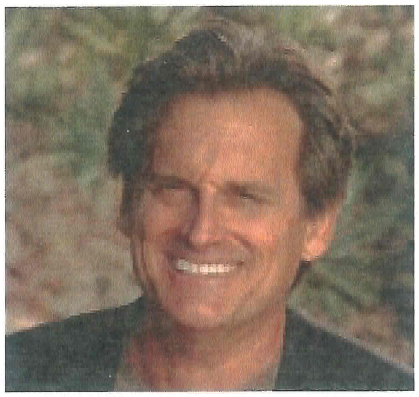
City Pointe, Avondale, AZ

Proposed 6-story hotel and restaurant uses on Avondale Boulevard and Garfield Street. (Relevance to this project is that this site is directly across the street from proposed Avondale Sports Complex).
Role: Geotechnical Project Principal
Project Owner: Byrd Enterprises of Arizona, Inc.
Owner Contact: Dianna Morrow, P: 623.536.8606 F: 623.536.8611
Delivery Method: Negotiated - Project was never built but a complete soils investigation was carried out.
Project Budget/Final Cost: N/A

WestWorld Multi-Purpose Facility, Scottsdale, AZ

A Multi-Purpose Tent providing almost 120,000 sq. ft. of event and indoor arena space and measuring 89 feet high at its apex. The area surrounding the arenas has also been improved with new drainage systems to handle major storm events.
Role: Geotechnical Project Manager
Project Owner: City of Scottsdale
Owner Contact: Corey Lew, P: 480.312.7769 F: 480.312.7971
Delivery Method: CM@Risk
Project Budget/Final Cost: Unknown to Speedie & Associates due to the nature of the services we provide.

Christohper Brown, RLA, LEED-AP
Landscape Architect, JJR|Floor



Chris has over 25 years of project experience including the master planning and landscape architectural design of projects ranging in scope from large-scale master planned communities and resorts to municipal streetscapes and parks. Prior to joining the firm in 1999, he returned to school to earn his Masters of Real Estate Development degree through the Sloan Business School at the Massachusetts Institute of Technology where he received an in-depth education in the management and financing aspects of the development industry. Upon graduation, Chris was a Development Manager on Sun International's Atlantis Resort on Paradise Island, Bahamas.

Office Location
Phoenix, Arizona

Education
Bachelor of Science in Urban Planning with an emphasis in Landscape Architecture
Arizona State University

Masters of Science in Real Estate Development, Massachusetts Institute of Technology

Registrations / Affiliations
Registered Landscape Architect: AZ

LEED Accredited Professional

American Society of Landscape Architects (ASLA)

Urban Land Institute (ULI)
American MENSA, Ltd.

Current Project Workload
- Troon North Park: 20% complete, Project Director
- Gateway Access Area: 95% complete, Project Director
- Rio Salado Audubon Center: 95% complete, Project Director
- Okland Construction Offices: 75% complete, Project Director
- Centennial Park: 10% complete, pending award, Project Director

The Phoenix Zoo, Phoenix, AZ

Completed master planning and landscape architectural design services for more than a dozen projects and exhibits for the Phoenix Zoo, including Arizona Wildlands, Desert Lives (which received the 2000 President's Award for Environmental Excellence from the Valley Forward Association), Wallaby Walk-About, Primate Aviary, Animal Care Center and the Native Species Recovery Center. The Wallaby and Primate exhibits are noteworthy in that they are the first of their kind in North America that are designed to provide a true immersion experience by allowing visitors to enter directly into the exhibits with the animals. Both projects received a 2008 Crescordia Award for Environmental Design Excellence from the Valley Forward Association.
Role: Landscape Project Director
Project Owner: The Phoenix Zoo
Owner Contact: Ralph Piland, P: 602.286.3803 F: 602.914.4364
Delivery Method: Design/Bid/Build
Project Budget/Final Cost:
$2.5 million landscape budget

McDowell Mountain Ranch Aquatics Center, Scottsdale, AZ

This award winning project includes competitive aquatic, athletic fitness, skate-park and park support facilities. Landscape design included the delicate re-vegetation of an existing wash. Plant material was chosen for its sculptural quality to match the strong architectural design of the project and evoke the ambience of underwater coral formations. The project involved extensive public facilitation throughout the preliminary design process.
Role: Landscape Project Director
Project Owner: City of Scottsdale
Owner Contact: Cory Lew, P: 480.312.7769 F: 480.312.7971
Delivery Method: CM@R
Project Budget/Final Cost:
$1.2 million landscape budget

Nina Mason Pulliam Rio Salado Audubon Center, Phoenix, AZ

Serves as the primary destination for visitors to the City of Phoenix's recently dedicated Rio Salado Restoration Project. Jointly developed by the City of Phoenix and the Arizona (National) Audubon Society, the Center exemplifies the standards of sustainable design practices and allows visitors to immerse themselves in the fragile ecology of the historic Rio Salado riparian corridor.
Role: Landscape Project Director
Project Owner: City of Phoenix and Arizona (National) Audubon Society
Owner Contact: Walt Kinsler, P: 602.534.2160 F: 602.261.8881
Delivery Method: Design/Bid/Build
Project Budget/Final Cost:
$450,000 landscape budget

Dave Keaggy
Food Service, Dave Keaggy & Associates

Dave Keaggy & Associates is a comprehensive food service design consultancy having long-term expertise in the design and production, construction and fixturization of a wide variety of facilities. His expertise includes:

- Food facility design and site programming
- Coordinating with architectural and MEP consulting services
- Food service equipment specifications and general conditions
- Fixture elevations and details with finish materials
- Shop drawing review and coordination for custom fixtures
- General construction administration for the installation of food service facilities fixtures and equipment

Office Location
Phoenix, Arizona

Education
Institute of Mechanical Design
Institute of Culinary Arts
Arizona State University

Registrations / Affiliations
35 states thru associate Ken Butts
AIA

Current Project Workload
- Westmont College, CA
- Point Loma University, CA
- Avondale Library, AZ
- Gilbert Hospital, AZ
- Central New Mexico University, NM
- Grand Canyon University, AZ
- Loyola Marymount University, AZ
- The Terraces, AZ
- Air Force Village, TX
- Rockwood Center, WA
- Glencroft, AZ
- Fresno Medical Center, CA
- Kern County Medical Center, CA
- General Dynamics, AZ

Northern Arizona University, Flagstaff, AZ
Campus Food Service
Role: Food Service Consultant
Project Owner: Northern Arizona University
Owner Contact: T.C. Eberly, Director, P: 928.523.8013
Delivery Method: Fee
Project Budget/Final Cost: $6M

University of California @ Irvine Medical Center, Irvine, CA
Main Cafeteria and Patient Feeding Facility
Role: Food Service Consultant
Interior Architect and Designer
Project Owner: University of California, Irvine
Owner Contact: Robert Ginsberg, Design Consultant, P: 310.815.2000
Delivery Method: Fee
Project Budget/Final Cost: $12M

'AAA' Call Center, Glendale, AZ
Main Cafeteria Remodel
Role: Food Service and Interior Design
Project Owner: AAA
Owner Contact: Dale Skotda, Facility Manager, P. 916.388.6115
Delivery Method: Fee
Project Budget/Final Cost: $1.5M

Adriana V. Crnjac, BS CCC, LEED AP
Cost Consultant, Construction Cost Management Consultancy

Adriana Crnjac has been practicing construction cost management for 33 years internationally and in the US and founded CCMC in April 2002; the firm is certified with the City of Phoenix as an SBE / DBE / WBE firm. She is highly skilled at setting priorities, problem solving and achieving objectives. She is an excellent team player willing to do what it takes to get a job done. She is closely involved in all projects undertaken by the firm. General experience includes:

- Implementation of cost management by preparing estimates of cost from early conceptual stage through the design phase on projects ranging in value from under $ 1m to over $ 400m. Substantial experience on projects using the CMAR construction delivery method.
- Implementation of value engineering ideas through participation in value engineering workshops
- Monitoring and negotiating change orders

Office Location
Phoenix, Arizona

Education
Bachelor of Science in Quantity Surveying
University of the Witwatersrand, Johannesburg, Gauteng, South Africa

Registrations / Affiliations
Certified cost consultant with AACE International, the association for the advancement of cost engineers

LEED Accredited Professional

Current Project Workload
- Mariposa Port of Entry
- South Mountain Community Library
- Bridget Hall - Chandler Gilbert Community College, Williams Campus
- Bullhead Library

Tempe Diablo Stadium, Tempe, AZ
Stadium upgrades including new training fields, new minor league clubhouse and renovation of existing major league clubhouse.
Completion Date: 2006
Role: Cost Consultant
Project Owner: City of Tempe
Contact: David Moline, Contractor, Moline Construction, 602.674.3149
Delivery Method: CMAR
Project Budget/Final Cost: $18.5 M

Surprise Downtown Center and Recreation Campus, Surprise, AZ*
New spring training facility comprising stadium and two clubhouses.
Completion Date: 2002
Role: Cost Consultant
Project Owner: City of Surprise
Owner Contact: Jerry Huston (retired), 623.875.4335
Delivery Method: Design-Build
Project Budget/Final Cost: $42.8 M

SDC Softball and Soccer Fields, ASU, Tempe, AZ*
Upgrade existing softball and soccer stadium.
Completion Date: 1999
Role: Cost Consultant
Project Owner: ASU
Contact: Neal Jones, Architect, Jones Studio, Inc., 602.264.294
Delivery Method: Design-Bid-Build
Project Budget/Final Cost: $4.5 M

* *denotes Adriana V. Crnjac's experience on projects completed under the employ of Rider Hunt Levett & Bailey in the position of Senior Cost Manager and Associate responsible for their cost management department in their corporate office in Scottsdale, Arizona*

IV. VENDOR INFORMATION FORM

By sending a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

SmithGroup	38-1045840
VENDOR SUBMITTING SOQ	FEDERAL TAX ID NUMBER
Bob Colletta, Vice President	BOB COLLETTA
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
455 N. 3rd St., Ste. 250	T: 602.265.2200 F: 602.265.2244
ADDRESS	TELEPHONE FAX #
Phoenix, AZ 85004	4/23/09
CITY STATE ZIP	DATE
WEB SITE: www.smithgroup.com	EMAIL ADDRESS: bob.colletta@smithgroup.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SMITHGROUP, INC.

[Scope of Work and Fee Proposal]

See following page(s).

The City of Avondale Sports Center

June 4, 2009

PROJECT DESCRIPTION

The Avondale Sports Center is proposed to house facilities for basketball, volleyball, soccer and other sports. The building will be the first in the new City Center area of the City of Avondale. The structure is proposed to contain approximately 83,000 s.f. and the City has a project design and construction budget of $10,000,000. An additional 30,000 s.f. of retail is envisioned on several sides of the main building to provide the public additional services related to the sports center and to help screen the mass of the gymnasium. Design services included for the retail component is for 30% Design (Schematic Design) only. A temporary parking lot is included on an adjacent lot, envisioned as decomposed granite surface with no curbs, lights or landscaping. Except that hard surface paving may be required at disabled parking spaces and walkways.

GENERAL PROJECT ADMINISTRATION SERVICES

- SmithGroup will manage the design services; consult with the Owner, research applicable design criteria, attend project meetings, communicate with members of the project team; and coordinate the services provided by the Architect's consultants with those services provided by the Owner and the Owner's consultants.

- SmithGroup will work with the CMAR in considering the value of alternative materials, building systems and equipment, together with other considerations based on program, budget, and aesthetics, in developing the design for the project.

- SmithGroup will submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner.

- SmithGroup will file documents required for the approval of governmental authorities having jurisdiction over the project. City review and permit fees are not included.

- Design team will make up to two presentations to City Council during the design phase.

- SmithGroup will be responsible for hiring and holding the contracts for specialty design consultants as identified below.

30% DESIGN

ARCHITECTURE / INTERIORS / MEP – SmithGroup

- Provide a preliminary evaluation of the information furnished by the Owner and/or it's consultant ASC, including the Owner's program, site plan layout, floor plan layout, schedule requirements, and budget for construction, each in terms of the other. The Design Team will review such information with the CMAR to ascertain that it is consistent with the requirements of the Project. Design will progress only upon Owner's approval of program and quality as achievable within the budget.

- Gather information from utility companies and Owner's consultant DEA, relative to availability, type, characteristics and location of services.

- Create a schematic design for the building, including site layout, building elevations, clarifying sections and material descriptions. Design to include the 83,000 s.f. sports center as well as the 30,000 s.f. retail and options and recognize that the retail component will be developed at a future date. Site layout to provide for fire access as required by City Fire Marshall. Prepare graphic materials for presentation. Perform minor revisions to the design package, if required, to obtain Owner approval.

- Propose mechanical and electrical systems for the building. Describe the major systems and equipment. Provide equipment schedules for major MEP components.

- Answer questions and provide clarifications to the CMAR in the preparation of their schematic design cost estimate. Modify the schematic design drawings to incorporate Owner and CMAR budget-driven changes.

- Provide input to project team members as required. Attend up to three Owner meetings (one of which can be City Council).

- Proposal is based on the 30% Design Phase taking 4 weeks.

LANDSCAPE – JJR/Floor

- Prepare a color rendered site plan that addresses the following issues: pedestrian hardscape, building entry and walkways, paving patterns and finishes, walls, site furniture, and planting design.

GEOTECH – Speedie

- Provide a study/report of subsurface conditions with recommendations for soil preparation and design of paving sections and building foundations.

CIVIL – Dibble Engineering

- Prepare a conceptual on-site; grading & drainage; and utility plan for the project. No off-site improvements are proposed other than driveway(s) and utility tie-ins to mains.

STRUCTURAL - CTS

- Provide structural systems recommendations; review alternatives as required.

- Provide structural criteria for Geotech consultant.

60% DESIGN

ARCHITECTURE / INTERIORS / MEP – SmithGroup

- Based on the Owner-approved 30% Design Documents and updated budget for the Cost of the Work, develop the design for the 83,000 s.f. sports center, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. Include progress specifications that identify major materials and systems and establish in general their quality levels and performance standards.

- Using City of Avondale's and/or American Sports Center's vendor's information and documentation (furniture, security, Audio/Visual, teledata/telecom, phone, cable TV, public address, CCTV) coordinate with engineering team for all electrical/data requirements, equipment locations and systems furniture hook-ups, including conduit and raceways, and space for Owner's telephone/data equipment.

- Provide two color alternatives for interior finish scheme in a loose sample presentation for Owner approval (one minor revision included). Prepare and present final architectural interior finishes. Establish final millwork sketches and requirements and coordinate with engineering team.

- Heating ventilating and air conditioning drawings indicating major duct distribution pathways, duct sizes in shafts, mechanical equipment room layouts, and temperature control zones.

- Plumbing drawings indicating routing of water, waste, and storm drainage systems. System riser diagrams and equipment schedules.

- Fire protection drawings identifying location of main risers, areas to be sprinkled, type of system, and design criteria. Final specific system design will be a deferred submittal.

- Electrical drawings indicating equipment room layouts, equipment schedules, riser diagrams for power, emergency generation, UPS, and fire alarm systems. Floor plan drawings showing lighting fixtures, location of receptacles, voice and data devices. Includes Solar if this approach is approved by the Owner for the project.

- Coordinate telephone, data, TV requirements with Owner's IT Department and Owner's teledata/telecom vendor.

- Coordinate security power/data requirements with Owner's vendor.

- Answer questions and provide clarifications to the CMAR in the preparation of their preliminary GMP. Modify the schematic design graphics to incorporate Owner and CMAR budget-driven changes.

- Assist in matters related to City of Avondale Building Department and other public agencies.

- Provide input to project team members as required. Attend up to three Owner meetings (one of which can be City Council).

- Proposal is based on the 60% Design Phase taking 4 weeks.

LANDSCAPE – JJR/Floor

- Develop the landscape design and prepare a preliminary planting plan to indicate plant species, size, quantity and location. Prepare an irrigation plan. Prepare preliminary details that indicate the use and relationship of hardscape and planting materials.

CIVIL – Dibble Engineering

- Prepare plans for the site; grading & drainage; and utility plan as required. Coordinate with the Owner-provided plans for rough site grading and offsite improvements.

STRUCTURAL - CTS

- Prepare preliminary calculations for primary structural system. Prepare preliminary foundation and framing documents with layout of typical component sizes. Prepare typical details, structural notes.

100% CONSTRUCTION DOCUMENTS

ARCHITECTURE / INTERIORS / MEP – SmithGroup

- Provide Construction Documents based on the Owner-approved 60% Design Documents and updated budget for the Cost of the Work, setting forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. Fire protection system will be provided as design-build by the CMAR's selected Sub-Contractor.

- Provide input to project team members as required. Attend up to four Owner meetings.

- Proposal is based on the 100% Construction Documents Phase taking 8 weeks.

LANDSCAPE, CIVIL, STRUCTURAL

- Provide Construction Documents, in the form of Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

PERMITS

ARCHITECTURE / INTERIORS / MEP – SmithGroup

- Submit signed and sealed permit documents as required by state law to the City for permit review and assist in the building permit process. Modify the documents as required by City review, and re-submit for final review and permit.

- Answer questions and provide clarifications to the CMAR in the preparation of their final GMP, to be based on 100% documents and prepared by the CMAR simultaneously with City review for permit.

- Proposal is based on the Permits Phase taking 4 weeks.

LANDSCAPE, CIVIL, STRUCTURAL

- Submit signed and sealed permit documents as part of the Architectural submittal. Modify the documents as required by City review, and re-submit for final review and permit.

CONSTRUCTION ADMINISTRATION

ARCHITECTURE / INTERIORS / MEP – SmithGroup

- Prepare responses to questions and provide clarifications and interpretations of the Contract Documents to the CMAR in the form of addenda.

- Review requests by the Sub-Contractors for additional information about the Contract Documents. If required to properly delineate the design, prepare and distribute supplemental Drawings and Specifications in response to requests for information by the Sub-Contractors.

- Attend bi-weekly meetings at the site with the Owner and CMAR. Immediately before or after each meeting, observe the construction to become generally familiar with and keep informed about the progress and quality of the Work being completed. In anticipation of a 32 week construction period, sixteen site meetings are included.

- Review and approve or take other appropriate action upon the Sub-Contractor's submittals such as Shop Drawings, Product Data and Samples.

- Participate in one substantial completion punch list walk-through, and one final completion walk-through. Punch lists to be prepared by the CMAR with Owner and design team input.

LANDSCAPE, CIVIL, STRUCTURAL

- Review shop drawings; respond to requests for information; and perform limited construction observation.

- Special inspections are not included.

GENERAL ASSUMPTIONS AND CLARIFICATIONS

1. The following items will be provided by the Owner and/or its consultants ASC and DEA or others.:
   - ALTA site survey with grades and boundary. Civil engineered plans for on-site building pad and off-site improvements.
   - Program for the facility, site master plan layout, floor plan blocking diagram.
   - Construction budget information, and schedule expectations.

2. SmithGroup will coordinate with CMAR Sign Vendor on signage types and locations on the project.

3. We have not included any municipal or public utility fees in our proposal including, but not limited to development fee, plan check fees, power company utility fees, water or sewer fees, cable TV fees, phone company fees, gas company fees, and the like.

4. We have not included any costs for preparation of public utility easement agreements or easement surveys and legal descriptions. We have not included any costs for preparing or assisting in a PAD or zoning application process, site plan submittal / review and/or site entitlements processes.

5. We have assumed standard wet fire protection throughout the facility. Any special fire protection for the Kitchen would be included in the hood equipment itself.

6. We have included a reimbursable allowance for drawing reproduction sufficient for design, presentations, review and checking and submittal for required permits within our proposal. It is our understanding that all CMAR document reproduction for bidding and construction will be at CMAR's expense.

7. Items not included in Civil scope: Site survey; legal descriptions for street abandonment, parcel consolidation and utility relocation; geo-technical investigations or design including pavement design; earthwork recommendations for trenching and mass grading; resistivity analysis and percolation rates; offsite street or utility design; utility designation; storm sewer design; easement dedication; materials testing; and /or construction staking.

8. We have not included Food Service design consulting. This will be performed by Owner's consultant ASC and their sub-consultant and they will be responsible for County Health submittals and approvals.

9. Design will be documented in AutoCad.

10. Design team will rely on CMAR's cost estimating. CMAR to be available to the design team no later than two weeks following Owner's Notice to Proceed to the Architect to begin design services.

COMPENSATION

- Avondale's investment in our design services will be a lump sum based on the following schedule:

Architecture/Interiors - SmithGroup	$ 395,000
Specifications - SASC	$ 16,500
Geotech - Speedy	$ 5,500
Civil - Dibble	$ 60,500
Landscape - JJR/Floor (allowance)	$ 10,000
Structural - CTS	$ 58,300
Mech / Elec - SmithGroup	$ 120,000
Total lump sum	$ 665,800

- Reimbursable expenses are estimated at $25,000.

- Sub-consultant fees quoted above include a 10% markup to SmithGroup. Labor will be invoiced and due monthly on the basis of work completed. Reimbursable expenses will be invoiced monthly at cost plus 10%.

Alternate Design Services Available upon Request

- LEED consulting is available for a lump sum of $66,500, including energy modeling.

- Design and engineering for solar photovoltaics and solar hot water heating is available for a lump sum fee of $10,000 in addition to the base Mech / Elec fee quoted above.

MEP Engineering additional services

Solar water heating – Review of various system types to determine applicability to this project based on available roof area. Life cycle cost anlysis with contractor. Vendor meetings, installation review and specifications. Structural support coordination meetings.

Solar Photovoltaic – The inclusion of photovoltaic panels for a facility involves additional design services and coordination. Space considerations for control equipment, inverters, and switchgear needs to be coordinated with the architect and mechanical also needs to be involved for code compliant ventilation of the space. The size and type of system to be specified will depend on available budget, space considerations for panels, and anticipated energy savings desired. Additional time may be required for LEED documentation if the project lists renewable energy as a proposed LEED credit. The mounting details of the panels will also need to be worked out and coordinated with structural engineering when mounted on the roof of a building or on shade structures. And finally, the system needs to be additionally coordinated with the serving utility company to verify metering requirements, location of service and equipment requirements, and documentation of any rebate programs and incentives.

Avondale Sports Center --- Labor Estimate --- MEP ENGINEERING
June 4, 2009

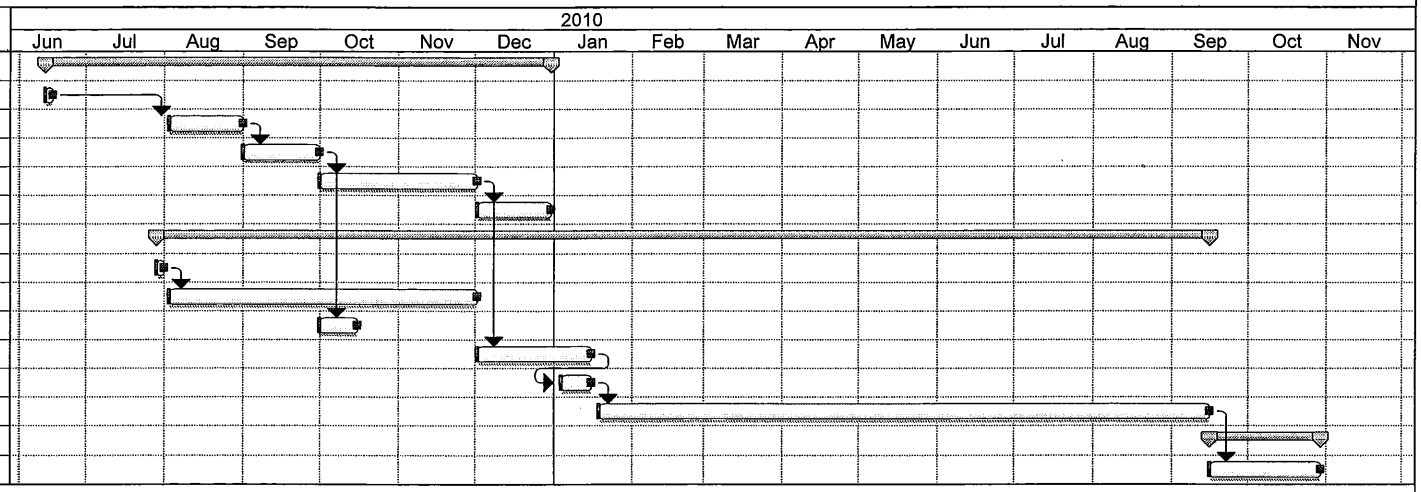
	Eng Princ	Sr Eng	Eng	Jr Eng	
	$ 180	$ 145	$ 115	$ 95	
30% Design (SD)					
4 weeks					
HVAC	6		24	8	
Plumbing		4	8	4	
Fire protection		2	6	3	
Electrical		10	24	8	
Outline Specs, Narrative	2	4	12		
Design team meetings	6	6			
Total hours	14	26	74	23	
FTE's	0.07	0.13	0.37	0.12	
Labor dollars	2,520	3,770	8,510	2,185	$ 16,985
60% Design (DD)					
4 weeks					
HVAC	12		48	20	
Plumbing		8	16	8	
Fire protection		2	6	3	
Electrical		16	48	20	
Outline Specs, Narrative	2	2	12		
Design team meetings	6	6			
Total hours	20	34	130	51	
FTE's	0.10	0.17	0.65	0.26	
Labor dollars	3,600	4,930	14,950	4,845	$ 28,325
100% Design (CD)					
8 weeks					
HVAC	12		100	40	
Plumbing		8	16	8	
Fire protection		2	6	3	
Electrical		16	100	40	
Outline Specs, Narrative	2	4	12		
Design team meetings	6	6			
Total hours	20	36	234	91	
FTE's	0.06	0.11	0.73	0.28	
Labor dollars	3,600	5,220	26,910	8,645	$ 44,375
Permits (MEP)					
4 weeks					
Package first submittal			2	4	
Pickup comments	2	2	8	4	
Addendum	2	2			
Package second submittal			2	4	
Total hours	4	4	12	12	
FTE's	0.02	0.02	0.05	0.05	
Labor dollars	0	580	1,380	1,140	$ 3,100
Construction					
32 weeks					
HVAC	12		60		
Plumbing		4	24		
Fire protection		4	8		
Electrical		16	60		
Substantial punch (MEP)			16		
Final punch (MEP)			8		
Review close-out docs (MEP)			8		
Post occupancy (MEP)	2	2			
Total hours	14	26	184	0	
FTE's	0.01	0.02	0.12	0.00	
Labor dollars	2,520	3,770	21,160	0	$ 27,450
					$ 120,235

Avondale Sports Center --- Labor Estimate --- SOLAR (Add Alternate)
June 4, 2009

	Eng Princ	Sr Eng	Eng	Jr Eng	
	$ 180	$ 145	$ 115	$ 95	
30% Design (SD)					
4 weeks					
Plumbing (solar hot water)		2		1	
Electrical (photovoltaic)		4		2	
Outline Specs, Narrative	1	1			
Vendor meetings	2	2			
Total hours	3	9	0	3	
FTE's	0.02	0.05	0.00	0.02	
Labor dollars	540	1,305	0	285	$ 2,130
60% Design (DD)					
4 weeks					
Plumbing		2		1	
Electrical		8		4	
Outline Specs, Narrative	1	2			
Vendor meetings	2	2			
Total hours	3	14	0	5	
FTE's	0.02	0.07	0.00	0.03	
Labor dollars	540	2,030	0	475	$ 3,045
100% Design (CD)					
8 weeks					
Plumbing		1		2	
Electrical		12		12	
Outline Specs, Narrative	1	2			
Vendor meetings	2	2			
Total hours	3	17	0	14	
FTE's	0.01	0.05	0.00	0.04	
Labor dollars	540	2,465	0	1,330	$ 4,335
Construction					
32 weeks					
Plumbing		4			
Electrical		8			
Total hours	0	12	0	0	
FTE's	0.00	0.01	0.00	0.00	
Labor dollars	0	1,740	0	0	$ 1,740
					$ 11,250

Avondale Sports Center --- Labor Estimate --- ARCHITECTURE / INTERIORS / DESIGN TEAM MANAGEMENT
June 4, 2009

	SmithGroup / F&S										
	Princ In-Chge	Proj Mgr	Design Princ	Sr Arch	Arch	Jr Arch	Sr Int Design	Int Design	Jr Int Design	Admin	
	$ 210	$ 165	$ 180	$ 145	$ 115	$ 95	$ 135	$ 105	$ 85	$ 60	
30% Design (SD)											
4 weeks											
Project management	10	50								20	
Research site/misc			12		12	12					
Basic site layout only			9	3		15					
Design concepts/graphics			60	8	18	100	12		25		
Program/budget testing			6		12						
Schematic design/graphics			60		18	100	12		25		
Client mtgs/presentations (3)	3	9	3	3			3				
Total hours	13	59	150	14	60	227	27	0	50	20	
FTE's	0.07	0.30	0.75	0.07	0.30	1.14	0.14	0.00	0.25	0.10	
Labor dollars	2,730	9,735	27,000	2,030	6,900	21,565	3,645	0	4,250	1,200	$ 79,055
60% Design (DD)											
4 weeks											
Project management	10	50								20	
Design development			50	6	100	50	20		40		
Preliminary specs				8	10						
Code overlay				12							
Cost/buildability modeling			10		20						
Value analysis (VE)			6	6	12						
Design modifications/graphics			40		50	25	16		32		
QA/QC				12							
Preliminary GMP			3	3	6						
Client mtgs/presentations (3)	3	9	3	3			3				
Total hours	13	59	112	50	198	75	39	0	72	20	
FTE's	0.07	0.30	0.56	0.25	0.99	0.38	0.20	0.00	0.36	0.10	
Labor dollars	2,730	9,735	20,160	7,250	22,770	7,125	5,265	0	6,120	1,200	$ 82,355
100% Design (CD)											
8 weeks											
Project management	16	80								32	
Constr Drawings			40	8	360	200	80		160		
Specifications				8	16						
QA/QC				24							
Final GMP				3	32						
Client mtgs/presentations (4)	3	12	3	3			3				
Total hours	19	92	43	46	408	200	83	0	160	32	
FTE's	0.06	0.29	0.13	0.14	1.28	0.63	0.26	0.00	0.50	0.10	
Labor dollars	3,990	15,180	7,740	6,670	46,920	19,000	11,205	0	13,600	1,920	$ 126,225
Permits											
4 weeks											
Project management	2	16								6	
Package first submittal					6	12					
Pickup comments					16	32	4		8		
Addendum					16						
Package second submittal					6	12					
Total hours	2	16	0	0	44	56	4	0	8	6	
FTE's	0.01	0.07	0.00	0.00	0.18	0.23	0.02	0.00	0.03	0.03	
Labor dollars	420	2,640	0	0	5,060	5,320	540	0	680	360	$ 15,020
Construction											
32 weeks											
Project management	16	64								80	
Submittals				8	40		10			80	
Bi-weekly site meetings					64		16				
16 Site Observations (field time)			32		48		24				
RFI's, ASI's, reports (office time)					150		32				
Process pay applications	8	8			16						
Substantial punch					24		12				
Final punch					16						
Review close-out documents					16		8				
Post occupancy	2	8	2								
Total hours	26	80	34	8	374	0	102	0	0	160	
FTE's	0.02	0.05	0.02	0.01	0.23	0.00	0.06	0.00	0.00	0.10	
Labor dollars	5,460	13,200	6,120	1,160	43,010	0	13,770	0	0	9,600	$ 92,320
											$ 394,975

City of Avondale
Sports Center

ID	Task Name
1	**Design**
2	Design Team Under Contract
3	30% Design
4	60% Design
5	100% Constr Docs
6	City Review and Permit
7	**Construction**
8	CMAR Under Contract
9	CMAR Design Assist
10	Prelim GMP
11	Final GMP
12	Mobilization
13	Construction
14	**Project Contingency**
15	Contingency