CITY COUNCIL AGENDA

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

REGULAR MEETING
November 16, 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 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES
1. Visioning Session of October 22, 2009
2. Regular Meeting of November 2, 2009

b. LIQUOR LICENSE - SMASHBURGER
City Council will consider a request from Andrea Lewkowitz for a Series16 (State Series12) Restaurant license to sell all spirituous liquors at Smashburger, 9915 West McDowell Road, Suite 101. The Council will take appropriate action.

c. AGREEMENT - ATC ASSOCIATES INC. FOR THE DEMOLITION OF FORECLOSED PROPERTIES
City Council will consider a request to approve an agreement with ATC Associates Inc. in the amount of $167,431 to demolish blighted foreclosed properties and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. CONSTRUCTION CONTRACT AWARD - CITYWIDE CONTRACTING L.L.C. - WELL 24 WELL SITE IMPROVEMENTS
City Council will consider a request to award a construction contract to Citywide Contracting L.L.C. for construction of Well 24 well site improvements in the amount of $517,708 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. CONTRACT AMENDMENT NO. 1 - U.S. PEROXIDE, LLC, TO PROVIDE ODOR CONTROL SERVICES ON AVONDALE BLVD
City Council will consider a request to approve the first amendment to Contract No. C12624 with U.S. Peroxide, LLC, to provide odor control services on Avondale Boulevard, for a price not to exceed $150,000 through November, 2010, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. MINOR LAND DIVISION AND RIGHT-OF-WAY DEDICATION FOR A PORTION OF DEL RIO RANCH PAD PHASE 3 AND THE MESSNER PROPERTY (ML-09-2)

City Council will consider a request from Jason Meyers of Taylor Morrison/Arizona, Inc. for a minor land division and right-of-way dedication for a portion of Del Rio Ranch PAD Phase 3 and the Messner Property located west of the southwest corner of Durango and El Mirage roads. The Council will take appropriate action.

g. RESOLUTION 2874-1109 - CHANGE ORDER TO IGA WITH THE CITY OF PHOENIX FOR TRANSIT SERVICES

City Council will consider a resolution approving change order #9 to the Intergovernmental Agreement with the City of Phoenix for transit services and authorize the Mayor and City Clerk to execute the appropriate documents. The Council will take appropriate action.

h. RESOLUTION 2875-1109 - CANVASS OF VOTES FOR THE NOVEMBER 3, 2009 ELECTION

City Council will consider a resolution canvassing the election results of the November 3, 2009 Election. The Council will take appropriate action.

i. ORDINANCE 1393-1109 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR RIGHT-OF-WAY FOR THE AVONDALE BOULEVARD AND INTERSTATE 10 TRAFFIC INTERCHANGE IMPROVEMENT PROJECT

City Council will consider an ordinance authorizing the acquisition by purchase, condemnation, or dedication of three parcels of land for public use related to the construction of Avondale Boulevard and Interstate 10 Traffic Interchange and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 1391-1109 - ACCEPTING WATERLINE EASEMENTS AND APPROVING A PERPETUAL ACCESS EASEMENT AGREEMENT

City Council will consider an ordinance accepting the dedication of waterline easements and approve a perpetual access easement agreement for the construction and maintenance of a 16" waterline outside of the Gateway Booster Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER AT RISK CONTRACT WITH SUNDT CONSTRUCTION

Council will consider a request to approve Amendment No. 1 to the Construction Manager At Risk contract with Sundt Construction, Inc. in the amount of $5,087,312.

5 PUBLIC HEARING – CONDITIONAL USE PERMIT FOR 3SONS U-HAUL

City Council will hold a public hearing and consider a request from Mr. Brad Shimek of Ventana Enterprises for approval of a Conditional Use Permit for a truck, trailer and equipment rental facility in the a 4.4 acres parcel of land located at the southeast corner of Van Buren Street and 4th Street in the C-2 (Community Commercial) Zoning District. The Council will take appropriate action.

6 PUBLIC HEARING, RESOLUTION 2873-1109 AND ORDINANCE 1390-1109 - SIGN REGULATIONS

City Council will hold a public hearing and consider a resolution declaring as a public record the document entitled "The City of Avondale Sign Regulations" an amendment to Section 9 of the zoning ordinance and an ordinance adopting said document. The Council will take appropriate action.

7 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding a potential contract.

8 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.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
November 16, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Visioning Session of October 22, 2009
2. Regular Meeting of November 2, 2009

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Smashburger

MEETING DATE:
November 16, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request from Andrea Lewkowitz for a Series16 (State Series12) Restaurant license to sell all spirituous liquors at Smashburger, 9915 West McDowell Road, Suite 101.

DISCUSSION:

The City Clerk's Department has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Ms. Andrea Lewkowitz, Smashburger, 9915 West McDowell Road, Suite 101, Avondale, Arizona.

As required by state law and city ordinance, the application was posted from October 27, 2009 through November 10, 2009 and a notice was published in the West Valley View on October 27, 2009 and November 6, 2009. No comments were received.

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

RECOMMENDATION:

Staff recommends that the City Council approve this request by Andrea Lewkowitz, Smashburger, 9915 West McDowell Road, Suite 101, Avondale.

ATTACHMENTS:

Click to download

- Application
- Comments
- Vicinity Map
- Posting Pictures

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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 #: 12078176

1. Type of License: 12 - Restaurant 2. Total fees attached: $ (Department Use Only)

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. Lewkowitz (Last) Andrea (First) Dahlman (Middle) P1056227
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Sunwest Burgers, LLC B1042875
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Smashburger
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 9915 West McDowell Rd, Suite 101 (Do not use PO Box Number) Avondale (City) Maricopa (County) 85392 (Zip)
5. Business Phone: Pending Daytime Contact: (602) 667-6767
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 2600 N Central Ave., Suite 1775 (City) Phoenix (State) AZ (Zip) 85004
8. Enter the amount paid for a bar, beer and wine, or liquor store license$ _____ (Price of License only)

DEPARTMENT USE ONLY

Fees: 100 Application | _____ Interim Permit | _____ Agent Change | _____ Club | 4 @ 120 Finger Prints $ 220.00 TOTAL OF ALL FEES

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

Accepted by: MC Date: 10/19/09 Lic. # 12078176

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._____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

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

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

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
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#

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.*

1. Name of Corporation/L.L.C.: Sunwest Burgers, LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/22/2008 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1495597-4 Date authorized to do business in AZ: 12/24/2008
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
See Attached		

(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
See Attached		

(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)

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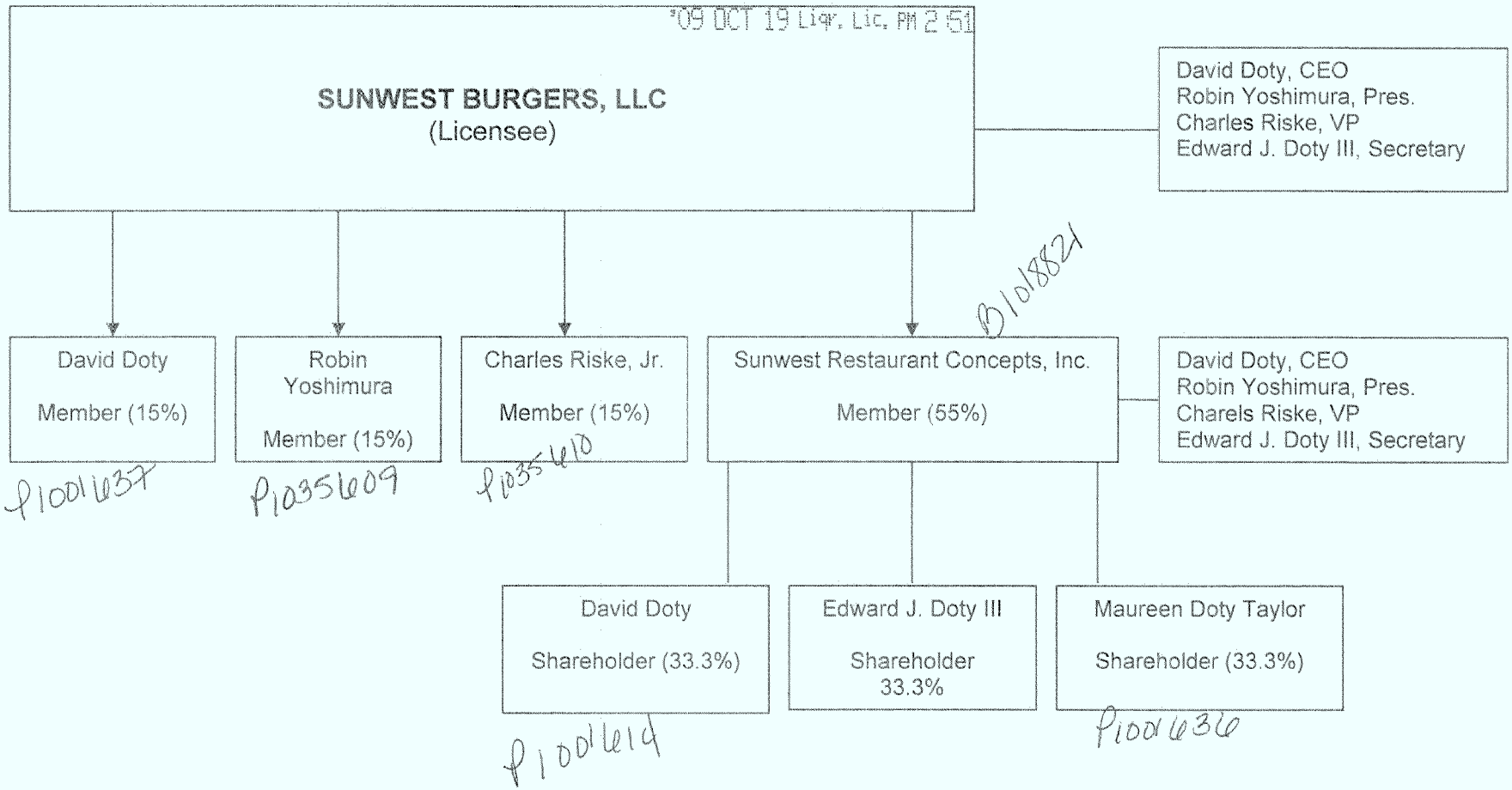

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

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

2. Assignee's Name: _____
Last First Middle

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

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

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

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

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

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

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

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

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

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

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

9. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

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

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

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

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

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (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: 3,167 ft. Name of school Rio Vista Elementary School
   Address 10237 W Encanto Blvd, Avondale, AZ 85392
   City, State, Zip
2. Distance to nearest church: 3,010 ft. Name of church West Ridge Kingdom Hall
   Address 10142 W Encanto Blvd, Avondale, AZ 85392
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name Raintree Pad 2, LLC
   Address 4647 N 32nd Street, Suite B 150, Phoenix, AZ 85018
   City, State, Zip

4a. Monthly rental/lease rate $ 4,826.25 What is the remaining length of the lease 10 yrs. 0 mos.

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

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

fixtures and equipment installed by Tenant. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's own cost and expense to restore, repair, replace all alterations, additions, improvements, fixtures, trade equipment signs and equipment necessary for Tenant's business or, if an Exhibit "C" is attached hereto, all items of Tenant's work as described in Exhibit "C" as the case may be.

16.03 Continuation of Business. Tenant agrees that during any period of reconstruction or repair of the Premises to continue the operation of business in the Premises to the extent reasonably practicable. Provided that the damage or destruction was not due to the negligence or willful misconduct of Tenant, except to the extent of Tenant's business interruption insurance coverage required pursuant to Section 13.03, the Minimum Rent shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is a substantial interference with the operation of Tenant's business. Nothing in this section shall be construed to abate or reduce any other charges payable by Tenant hereunder.

16.04 Waiver. Tenant waives any right Tenant may have to terminate this Lease pursuant to Arizona Revised Statutes Section 33-343.

ARTICLE XVII
DEFAULT

17.01 Events of Default by Tenant. Time is of the essence in this Lease. If any one or more of the following events (sometimes called "events of default") shall happen:

(a) If default is made in the due, punctual and full payment of any rent or any other charges payable under this Lease, as the same becomes due and payable; or

(b) If this Lease or Tenant's interest herein shall be transferred to or shall pass to or devolve upon any other person or entity except in the manner provided in Paragraph XIV; or

(c) If this Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant or shall be taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant and such attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof; or

(d) If Tenant, or any partner of Tenant if Tenant is a partnership, or any member of Tenant if Tenant is a limited liability company, admits in writing that it is unable to pay its debts as they mature or become due, or it is generally not paying its debts as they mature; or

(e) If default is made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in the foregoing subparagraphs and such default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant, provided that in connection

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with a default not susceptible of being cured by the exercise of due diligence within fifteen (15) days, the time for curing the failure shall be extended for the period reasonably required, but in no event for a period of time in excess of ninety (90) days after the date of the written notice thereof from Landlord to Tenant, provided Tenant commences promptly and at all times thereafter proceeds diligently to cure the failure.

Landlord at any time thereafter may give written notice to Tenant stating that this Lease shall expire and terminate on the date specified in the notice; and upon the date specified in the notice this Lease and all rights of Tenant under this Lease, including any renewal privileges, whether or not exercised, shall expire and terminate, and Tenant shall remain liable as hereinafter provided.

17.02 Possession. Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord; and Landlord may reenter and take possession of the Premises or any part thereof and expel or remove Tenant and all personnel and property from the Premises, with or without service of notice, statutory or otherwise, hereby being expressly waived, or resort to any legal proceedings and without being deemed guilty of any trespass or becoming liable for any loss or damage which may be occasioned thereby; or may bring an action for summary possession of the Premises or any part thereof as provided by law. If Tenant shall after default voluntarily give up possession to Landlord, deliver to Landlord the keys to the Premises, or both, such action shall be deemed to be in compliance with Landlord's rights and the acceptance thereof by Landlord shall not be deemed to constitute a surrender of the Premises, unless written notice of acceptance is given by Landlord to Tenant.

17.03 Reletting by Landlord. If this Lease is terminated pursuant to this Article, or by summary proceedings or otherwise, or if the Premises or any part thereof shall be abandoned by Tenant or shall become vacant during the term hereof Landlord may in its own name, but as agent for Tenant if this Lease is not terminated, or if this Lease is terminated, in its own behalf, relet the Premises or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Landlord need not give Tenant notice of reletting as agent for Tenant prior to such reletting. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Notwithstanding any reentry or reletting without termination pursuant to this Paragraph 17.03, Landlord may at any time thereafter terminate this Lease for any such previous breach.

17.04 Survival of Liability. No such expiration or termination of this Lease, or summary proceedings, abandonment or vacation, shall relieve Tenant of its liability and obligation under this Lease, whether or not the Premises shall be relet. In any such event Tenant shall pay Landlord the rent and all other charges required to be paid by Tenant up to the time of such event. Thereafter, in addition to any other damages to which Landlord may be entitled,

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 #_____(exactly as it appears on license) Name _____

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:

   _____ and license #: _____
   Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 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.

   _____
   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.

   _____
   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: ☐ Contiguous
   ☐ 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? Jan 13, 2010
   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.

_____
applicants initials

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.

Diagram Attached

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SECTION 16 Signature Block

I, Andrea Dahlman Lewkowitz, 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 _____
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

6 of October, 2009
Day Month Year

Amy L. Schroff
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2013

My commission expires _____
Day Month Year

Amy L Schroff
signature of NOTARY PUBLIC

2,139 square feet

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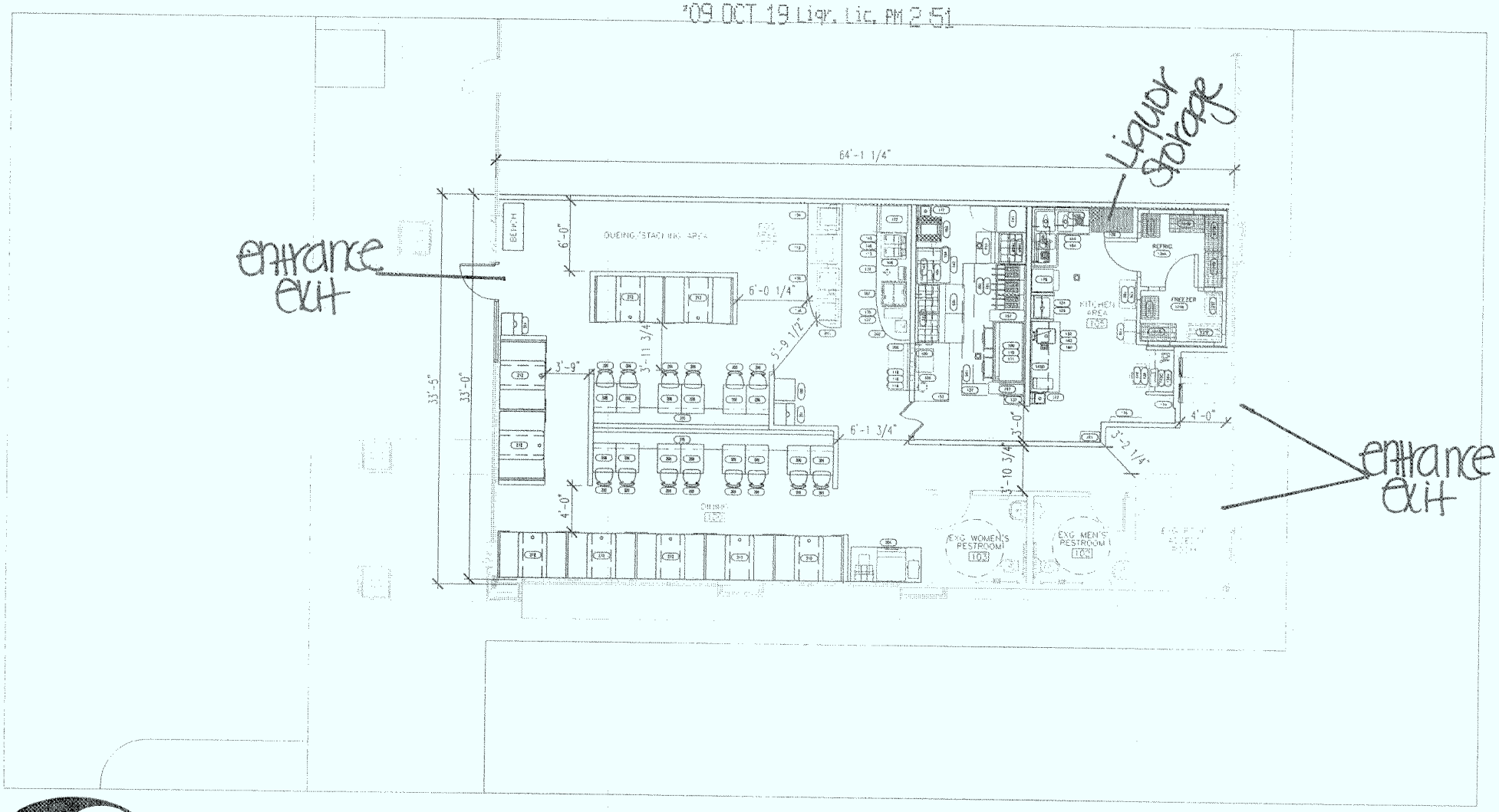

smashburger

SMASH BURGER - GATEWAY CROSSING - PFP-B

AVONDALE, AZ

STORE# TBD

0 2 4 8 16

05.05.09 090226.001

2,139 S.F.
INTERIOR - 64 SEATS
PATIO - N/A
TOTAL - 64 SEATS

GHA
Architecture / Development
Parkway Plaza I
14110 Dallas Parkway
Suite 100
Dallas Texas 75240
Ph: (972) 239-8884
Fax: (972) 239-5064

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RESTAURANT OPERATION PLAN

LICENSE # 12078176

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

Grill	See attached
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

2. Print the name ofyour restaurant: Smashburger

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 [104]

   b. Bar area of your premises [+ 0]

   c. Total area of your premises [104]

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.) 70 %

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

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8. Does your restaurant contain any games or television? ☐ 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.

managers
cooks
cashiers
shift leaders

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

X _____
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
19 day of October, 2009.
Day of Month Month Year

Amy L. Schroff
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2013

My commission expires on _____

Amy L. Schroff
(Signature of NOTARY PUBLIC)

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EQUIPMENT SCHEDULE

ITEM NO.	DESCRIPTION	MANUFACTURER	MODELS	PROVIDED BY	INSTALLED BY	VOLTS	PHASE	AMPS	HP	TERMINATION	A.F.F.	CW	HW	GAS	BTU/HR	SAN. WASTE	NOTES	ITEM NO.
100	REFRIGERATED EQUIP STAND	DELFIELD	F2948C	EQUIPMENT VENDOR	EQUIPMENT VENDOR	115		9.0	1/3		18"						REFRIGERATED COUNTER - GRIDDLE STAND WITH 4" CASTERS	100
101	GAS FRYER ASSEMBLY	DEAN	1FD50G	EQUIPMENT VENDOR	EQUIPMENT VENDOR						12"						3 GAS FRYERS ON CASTERS WITH ELECTRIC IGNITION AND SUPER CHARGE FRYER FILTER	101
	COMPUTER		CH-CF-1	EQUIPMENT VENDOR	EQUIPMENT VENDOR												COMPU-FRY FRYING COMPUTER	
102	GAS HOSE ASSEMBLY	DORMONT	1610KH6540	EQUIPMENT VENDOR	EQUIPMENT VENDOR												TO SERVE FRYER ASSEMBLY	
103	BREAD RACK	ADVANCE TABCO	UB13	EQUIPMENT VENDOR	EQUIPMENT VENDOR	120		15.6		PLUG	50"							102
104	BUN TOASTER	A.J. ANTUNES & CO.	VCT-1000CF	EQUIPMENT VENDOR	EQUIPMENT VENDOR												ELECTRICAL CONNECTOR TYPE	103
	BUN FEEDER		BF-1															104
	BUTTER PAN & WHEEL		BW-1															
105	REFRIGERATED SANDWICH TOP	DELFIELD	D4400N-12M	EQUIPMENT VENDOR	EQUIPMENT VENDOR	115	1	12.0	1/2	PLUG	12"							
106	POD WARMER	APW WYOTT	RCP-7	EQUIPMENT VENDOR	EQUIPMENT VENDOR	120		8.3			50"						MESH TOP REFRIGERATOR WITH DRAWERS	
107	DROP-IN FREEZER/PLATE CHILLER	RANDELL	0550A	EQUIPMENT VENDOR	EQUIPMENT VENDOR	115		6.2	1/3	PLUG	12"							105
108	SHAKE MAKER	VARIMIX	DMC2010C	EQUIPMENT VENDOR	EQUIPMENT VENDOR	120		5.0			50"							106
109	FRENCH FRY WARMER	MERCO/SAMORY	KDFP-24015	EQUIPMENT VENDOR	EQUIPMENT VENDOR	120		8.3			50"							107
110	GRIDDLE	GARLAND	G36-6MGG4	EQUIPMENT VENDOR	EQUIPMENT VENDOR	480	1	22.0										108
111	GAS HOSE ASSEMBLY	DORMONT	1610KH6540	EQUIPMENT VENDOR	EQUIPMENT VENDOR													109
112	DROP-IN ICE BIN	GLASTENDER	IC24	EQUIPMENT VENDOR	EQUIPMENT VENDOR													110
113	DROP-IN ICE CREAM FREEZER	DELFIELD	N227	EQUIPMENT VENDOR	EQUIPMENT VENDOR												TO SERVE GRIDDLE	111
114	REFRIGERATED SALAD TOP	DELFIELD	D4432N-12M	EQUIPMENT VENDOR	EQUIPMENT VENDOR	115		5.0	1/4		18"					3" FS		112
						115		7.2	1/3		12"						5 YEAR COMPRESSOR WARRANTY	113
																	32" INCH 3 YEAR COMPRESSOR WARRANTY	114
118	HEAT LAMP	MERCO SAMORY	500-C POLISHED	EQUIPMENT VENDOR	G.C.	120	1	2.1			SOFFIT							
	SHORT BULB		00937SSP														POLISHED NICKEL FINISH WITH TRIAD-HEAT BULB	
	MOUNTING ADAPTOR		T000-C															118
119	COZ TANK	BY VENDOR	BY VENDOR	EQUIPMENT VENDOR	EQUIPMENT VENDOR													
121	SHELF/MOP RACK	ADVANCE TABCO	K-246	EQUIPMENT VENDOR	G.C.													119
122	UNDERCOUNTER REFRIGERATOR	DELFIELD	UC04127M	EQUIPMENT VENDOR	EQUIPMENT VENDOR	120		7.3	1/5		18"							
123	ICED TEA BREWER/DISPENSER	BUNN	BY VENDOR	EQUIPMENT VENDOR	EQUIPMENT VENDOR	120		14.5			50"	1/2"					5 YEAR COMPRESSOR WARRANTY	121
125	ICE CHUTE	BY VENDOR	BY VENDOR	OWNER	EQUIPMENT VENDOR	120		13.0			96"	1/2"						122
126	SODA DISPENSER	BY VENDOR	BY VENDOR	OWNER	OWNER'S VENDOR	120		5.0			12"	1/2"				3" FS		123
127	FIRE PROTECTION SYSTEM	AMSUL	NAES	EQUIPMENT VENDOR	EQUIPMENT VENDOR	120		1.0			CLG					3" FS	CURE STYLE	125
128	SODA RACK	BY VENDOR	BY VENDOR	OWNER	OWNER'S VENDOR	120		4.0			12"							126
129	DRY SHELVING	ADVANCE TABCO	EQ-2442	EQUIPMENT VENDOR	EQUIPMENT VENDOR												TO SERVE EXHAUST HOOD (ITEM #1)	127
130	WORKTABLE	ADVANCE TABCO	FMS-365	EQUIPMENT VENDOR	EQUIPMENT VENDOR													128
131A	COOLER/PREOLDER SHELVING	ADVANCE TABCO	EQ-1930	EQUIPMENT VENDOR	EQUIPMENT VENDOR													129
131C	COOLER/PREOLDER SHELVING	ADVANCE TABCO	EQ-1842	EQUIPMENT VENDOR	EQUIPMENT VENDOR												w/ TWO (2) UNDER SHELVES	130
131D	COOLER/PREOLDER SHELVING	ADVANCE TABCO	EQ-1848	EQUIPMENT VENDOR	EQUIPMENT VENDOR												COVED	131A
																	COVED	131C
132	PASS THROUGH SHELF	CUSTOM	CUSTOM	EQUIPMENT VENDOR	EQUIPMENT VENDOR												COVED	131D
135	DROP-IN HAND SINK	GLASTENDER	DI-HS14	EQUIPMENT VENDOR	EQUIPMENT VENDOR													132
136	POS TERMINAL	RADIANT	ALOHA SYSTEM	OWNER	OWNER	120		15.0			1/2"	1/2"				2"	PROVIDE SOAP & PAPER TOWEL DISPENSER	135
137	WASTE RECEPTACLE			EQUIPMENT VENDOR	EQUIPMENT VENDOR												DEDICATED CIRCUIT	136
138	OFFICE EQUIPMENT	BY OWNER	BY OWNER	OWNER	G.C.													137
138A	OFFICE DESK & WALL SHELVING			MILLWORK VENDOR													w/ SHELVES ABOVE DESK	138
139	COMPONENT DISPENSER	CAMBRO	6S63	MILLWORK VENDOR	G.C.													138A
140	EMPLOYEE LOCKERS			G.C.	G.C.													139
141	REACH-IN FREEZER	DELFIELD	G12SHL-S	EQUIPMENT VENDOR	EQUIPMENT VENDOR	230		30.0	1 1/2		34"						SUPPORT AT WALL	140
142	WORK TABLE	ADVANCE TABCO	FMS-363	EQUIPMENT VENDOR	EQUIPMENT VENDOR												W/ CASTERS	141
143	SYRUP PUMP	SHA JAMAR	P4800	EQUIPMENT VENDOR	EQUIPMENT VENDOR												w/ TWO (2) UNDER SHELVES	142
144	RACK SHELF	ADVANCE TABCO	DT-60-21	EQUIPMENT VENDOR	G.C.													143
145A	WALL SHELVING	ADVANCE TABCO	WS-15-24	EQUIPMENT VENDOR	G.C.													144
145B	WALL SHELVING	ADVANCE TABCO	WS-15-36	EQUIPMENT VENDOR	G.C.													145A
145C	WALL SHELVING	ADVANCE TABCO	WS-15-48	EQUIPMENT VENDOR	G.C.													145B
145D	WALL SHELVING	ADVANCE TABCO	WS-15-96	EQUIPMENT VENDOR	G.C.													145C
147	WALL SHELVING	ADVANCE TABCO	EC-1848	EQUIPMENT VENDOR	EQUIPMENT VENDOR													145D
148	SYRUP RAIL	MILLWORK	CUSTOM	EQUIPMENT VENDOR	EQUIPMENT VENDOR													147
149	SAFE	BY OWNER	BY OWNER	EQUIPMENT VENDOR	G.C.												36" AFF 48" LEDGING AS SHOWN	148
154	FRY HOLDING STATION	MERCO	FFHS-16	EQUIPMENT VENDOR	EQUIPMENT VENDOR	120	1	12.0		PLUG	36"							149
175	DISHWASHER	AUTO-CHLOR	U34 SPACE SAVER	EQUIPMENT VENDOR	EQUIPMENT VENDOR	115	1	16.0			84"		1/2"MPT					150
176	WATER HEATER	GORTZ	W-0041HC-6V	G.C.	G.C.	115	1	2.0			84"					3" FS	UNDER COUNTER WASH-LESS MACHINE	154
177	HAND SINK	ADVANCE TABCO	7-PS-23	EQUIPMENT VENDOR	EQUIPMENT VENDOR							1/2"	1/2"			3" FS		175
178	DISPENSER	FISHER	3401	EQUIPMENT VENDOR	EQUIPMENT VENDOR							1/2"				2"	PROVIDE SOAP & PAPER TOWEL DISPENSER	176
179	MOP SINK	ADVANCE TABCO	9-DM-60	G.C.	G.C.							1/2"	1/2"			3" FS	DISPENSER WITH INSTALLATION KIT	177
180	PRE-RINSE FAUCET	DORMONT	P-9588	EQUIPMENT VENDOR	EQUIPMENT VENDOR							1/2"	1/2"MPT			3" FS		178
183	PREP SINK	ADVANCE TABCO	7DVS-307	EQUIPMENT VENDOR	EQUIPMENT VENDOR							1/2"	1/2"MPT			3" FS		179
184	3 COMP SINK (CORNER)	ADVANCE TABCO	94-CS-183	EQUIPMENT VENDOR	EQUIPMENT VENDOR							1/2"	1/2"MPT			3" FS		180
185	EXHAUST HOOD	CAPTIVE AIRE SYSTEMS	CUSTOM	EQUIPMENT VENDOR	G.C.	208		4.7				1/2"	1/2"			1-1/2" FS	84-WS-180 (2) BOWLS-20x16x12 & CENTER BOWL-20x20x12 W/ ROUNDED INT. EDGES	183
187	WORK TABLES	ADVANCE TABCO		EQUIPMENT VENDOR	G.C.												REFER TO CAPTIVE AIRE DRAWINGS	184
189	CARBONATOR			EQUIPMENT VENDOR	G.C.													185
																		187
																		188

** G.C. TO PROVIDE FINAL CONNECTIONS FOR ALL NECCESSARY KITCHEN EQUIPMENT UNLESS NOTED OTHERWISE

DINING FURNITURE SCHEDULE

ITEM NO.	DESCRIPTION
200	TO 86 COUNTER
202	BACK COUNTER
203	TRANSACTION COUNTER
204	BEVERAGE COUNTER
208	BENCH TABLE
209	BENCH
210	HIGH TOP CHAIR
212	BOOTH (4 SEAT)

GHA
Architecture / Develop
Parkway Plaza I
14110 Dallas Parkway
Suite 100
Dallas Texas 75254
Ph (972) 239-0884
Fax (972) 385-0064

ARIZONA STATE UNIVERSITY
777 S. COLLEGE AVE., SUITE 105
TEMPE, AZ 85281
STORE# TBD

SUBSTURGE

DO NOT SCALE DRAWING
CONTRACTOR TO VERIF
ALL EXISTING CONDITIONS AN
DIMENSIONS-NOTIFY ARCHITEC
OF ANY DISCREPANCIES PRIO
TO BEGINNING CONSTRUCTIO

NO	REVISION
1	

Proposal

W. West Equipment & Furnishings Co.

7/14/2009

To:

Consumer Capital Partners
David Biederman
1515 Arapahoe Street
Tower One, Tenth Floor
Denver, CO 80202
Phone: (303) 592-3831
Fax: (303) 592-3895

From:

W. West Equipment & Furnishings Co.
Cory Sanders
Project Manager
9355 Northfield Blvd.
Denver, CO 80238
Phone: (303) 289-9378
Fax: (303) 289-9505

Item	Qty		Description	Sell Each	Sell Total
200			To Go Counter - By Owner		
201			Queue Rope - By Owner		
202			Back Counter - By Owner		
203			Transaction Counter - By Owner		
204			Beverage Counter - By Owner		
205			Menu Boards - By Owner		
206			Hightop Table - By Owner		
206.1	1	ea	**TABLE BASES**		
			American Tables & Seating Model No. TBLBS		
			1 Lot of table bses consisting of:		
	2	ea	TR24M-W/ATS Table Base, 24" dia. base, 4" column dia., dining height, black (purchased with ATS top)		
	2	ea	BAR-4M Table Base Column Only, 4" dia., bar height, includes spider, black		
			Extended Total for Item No. 206.1:		
207			Tables - By Owner's Millworker		
208.1/212.1	1	ea	**TABLE BASES**		
			American Tables & Seating Model No. TBLBS		
			1 Lot of table bses consisting of:		
	6	ea	T2430M-W/ATS Table Base, 24" x 30" base spread, 3" column dia., dining height, black (purchased with ATS top)		
	6	ea	T3636M-W/ATS Table Base, 36" x 36" base spread, 4" column dia., dining height, black (purchased with ATS top)		
			Extended Total for Item No. 208.1/212.1:		
209	8	ea	**CHAIR, SIDE, INDOOR**		
			MTS Seating Model No. 809 GR15		
			Deco Chair, Designer Classics, metal slat back, pullover seat, premium metal base glide with rubber silencer, grade 9 uph.		
	8	ea	5 year structural frame warranty, std. (no charge)		
	8	ea	Frame finish - Standard powdercoat:		
	8	ea	M-8 Metaltone - Quicksilver		
	8	ea	POS - Standard upholstered pull-over seat (no charge)		

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	8	ea	Harmony Suede- Mill is Pointe 201 945 1228 - Grade 9
	8	ea	Architexx pose - Kirsch Grade 15 Color is scarlet
			Extended Total for Item No. 209:
210	9	ea	**BAR STOOL** MTS Seating Model No. 809-30 GR15 Deco Bar Stool, Designer Classics, metal slat back, pullover seat, footrest w/cover, premium metal base glide with rubber silencer, grade 9 uph.
	9	ea	5 year structural frame warranty, std. (no charge)
	9	ea	Frame finish - Standard powdercoat:
	9	ea	M-8 Metaltone - Quicksilver
	9	ea	POS - Standard upholstered pull-over seat (no charge)
	9	ea	Architexx pose - Kirsch Grade 15
	9	ea	SSF - optional silver footrest cover (no charge) Color is scarlet
			Extended Total for Item No. 210:
212/215	1	ea	**BOOTHWORK** MSW Inc. Model No. SBBTHS Boothwork: smashburger signature booths w/smooth back booth w/1-1/8" maple side bolsters and top caps, maple veneered out side finished backs, booths are finished on both sides, seats are high density foam on solid wood substrate w/cotton or dacron fillers, waterfall cushions style, upholstered booth backs w/lower density foams fillers. Fabric for backs - Knoll textile abacus - K715-8,Harmony Suede- Mill is Pointe 201 945 1228 - Red vinyl. Booth seats are Anzea, pattern - laughing cow, color aluminum. CONSISTING OF:
	1	ea	WB 10' Wall bench
	4	ea	48S 48" Single booth
	4	ea	48D 48" Double booth (one with a 3'0" partial double)
	8	ea	FRTPNLS 48" Lumicor Ovalesque frost panels
			Extended Total for Item No. 212/215:
214			Trash/Tray Stand - By Owner
100	1	ea	**REFRIGERATED COUNTER, GRIDDLE STAND** Delfield Model No. F2962C Refrigerated Low-Profile Equipment Stand, 62"W, two-section, (4) drawers (pans not included), stainless steel top & drawer fronts, front non-spill edge, ABS interior sides, casters, side-mounted refrigeration sys. w/electric condensate evaporator, 1/5 hp, NSF7
	1	ea	115v/60/1-ph, NEMA 5-15P, std.
	1	ea	5 year compressor warranty (net)
	1	ea	Casters, 4" in lieu of 6"
			Extended Total for Item No. 100:
101	1	ea	**FRYER BATTERY** Dean Industries Model No. 3-HD50G-C High Efficiency Decathlon Fryer, Gas-Fired, floor model, 43-50 lb. fat capacity, rack type basket support, computer controls, s/s pot, door & sides, 6" adjustable steel legs, 100,000 BTU, Energy Star
	1	ea	Natural gas
	1	ea	120v/60/1-ph, fryer control
	1	ea	Electronic ignition

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	1	ea	85UFF(3) Super Cascade Fryer Filter, built-under (3) fryers, 4 GPM pump, internally plumbed oil drain/return lines, w/filter starter kit: sample of powder, 25 papers, cleanout rod, gloves & brush, (add to SM40G, SM50G, SM50GDD, D50G, D50GDD, HD50, HD50GDD & HD60 fryers)
	1	ea	120v/60/1-ph, 6.2 amps for filter system
	1	ea	Casters are std. w/built-in filters
			Extended Total for Item No. 101:
102	1	ea	**GAS HOSE DISCONNECT**
			Dormont Manufacturing Model No. 16100KITS48
			Safety System Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 Snap Fast™ QD, 1 SwivelMAX™, 1 full port valve, 1 elbow, coiled restraining cable with hardware, limited lifetime warranty
			Extended Total for Item No. 102:
103			Pan Rack - By Smallwares Supplier
104	1	ea	**TOASTER, ELECTRIC CONVEYOR TYPE**
			A. J. Antunes & Co. Model No. VCT-1000 Packed: each
			(9210709) Vertical Contact Toaster w/two-sided heated platen, countertop design, approximately 28 sec. pass thru time, (10) Teflon® sheets, 6' grounded power cord, NEMA #5-15P, 208-240V, 60 Hz, 2600-3455 watts, 12.5-14.4 amps
			smashburger special model number
	1	ea	BF-1 (7000236) Bun feeder, automatic gravity feed, attaches to VCT-25/50/2000
	1	ea	BW-1 (7000238) Butter pan & wheel, stainless steel, attaches to VCT-25/50/2000
			Extended Total for Item No. 104:
105	1	ea	**REFRIGERATED COUNTER, SANDWICH TOP**
			Delfield Model No. D4460N-24M-A5
			Mega Top Refrigerator, two-section, 60"W, 2.7 cu. ft, (4) drawers, stainless steel top w/polyethylene cutting board & (24) 1/6 size plastic pans, ABS interior sides, stainless steel front & sides, 2" casters, front-breathing rear-mounted (R404A) refrigeration sys., 1/2 hp
	1	ea	115v/60/1-ph, NEMA 5-15P std.
	1	ea	Self-Contained refrigeration, std,
	1	ea	5 year compressor warranty (net)
	1	ea	1 Yr. Service & labor contract (net)
	1	ea	Flat lift-off lid in lieu of std.
			Extended Total for Item No. 105:
106			Food Warmer - By Smallwares Supplier
107	1	ea	**FREEZER, DROP-IN**
			Randell Model No. 9552A
			Drop-In Freezer/Plate Chiller, 12 gallon, top opening w/4 insulated hinged covers, s/s interior & top, corrosion resistant steel exterior, self-contained refrigeration system, bottom mount 1/3 HP
	1	ea	LW1 1 yr. labor warranty (NET)
	1	ea	CW5 5 yr. compressor warranty (NET)
	1	ea	115v/60/1, standard
			Extended Total for Item No. 107:
108	1	ea	**BAR MIXER**
			Waring Model No. DMC201DC
			Bar Mixer, counter mounted, 2 speed motor, triple head, auto start/stop, hi/lo speed control, die-cast motor frame & die-cast chrome motor housing, s/s splash panel, NSF, CSA & UL listed

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	1	ea	Standard 1-year limited warranty
	1	ea	120v, 50/60Hz, std.
			Extended Total for Item No. 108:
109	1	ea	**FOOD WARMER, COUNTERTOP, ELECTRIC**
			Merco/Savory Model No. FFHS-16 Packed: each
			Fried Food Holding Station, countertop, electric, pre-set thermostatically controlled air temp. of 230°F, removable product dividers, product tray & grease tray, on/off switch, s/s construction, 1.4kw, UL, cUL, UL-EPH
	1	ea	One year parts and labor warranty
	1	ea	27007 - 120 volts, 1 phase, 15 amps, NEMA 5-15P (cord & plug located at left rear)
			Extended Total for Item No. 109:
110	1	ea	**GRIDDLE, COUNTER UNIT, GAS**
			Garland/US Range Model No. G24-60GTHX
			G24 Series Griddle, gas, 60"W, countertop, 60" x 24" x 3/4" thick smooth steel griddle plate, Snap-Action thermostatic controls, king size grease bucket (1-3/4 gal. capacity), welded splash guard on rear & ends, s/s front, black sides, 150,000 BTU (Garland)
	1	ea	Natural gas, 5,300 ft
			Extended Total for Item No. 110:
111	1	ea	**GAS HOSE DISCONNECT**
			Dormont Manufacturing Model No. 16100KITS48
			Safety System Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 Snap Fast™ QD, 1 SwivelMAX™, 1 full port valve, 1 elbow, coiled restraining cable with hardware, limited lifetime warranty
			Extended Total for Item No. 111:
112	1	ea	**ICE BIN, DROP-IN**
			Glastender Model No. DI-IB24
			Ice Bin, drop-in design, 71-lbs ice capacity, stainless steel top & liner
			Extended Total for Item No. 112:
113	1	ea	**ICE CREAM DIPPING CABINET**
			Delfield Model No. N227
			Ice Cream Dipping Cabinet, drop-in type, with self-contained refrigeration, 12 gallon capacity, 5.3 Amp, NSF, 1/4 hp, Energy Star
	1	ea	115v/60/1-ph, NEMA 5-15P, std.
	1	ea	5 year compressor warranty (net)
	1	ea	WARDEL001 One year service and labor contract (net)
			Extended Total for Item No. 113:
114	1	ea	**REFRIGERATED COUNTER, SANDWICH TOP**
			Delfield Model No. D4432N-12M
			Mega Top Refrigerator, single-section, 32"W, 2.7 cu. ft, (2) drawers, stainless steel top w/polyethylene cutting board & (12) 1/6 size plastic pans, ABS interior sides, stainless steel front & sides, 2" casters, front-breathing rear-mounted (R404A) refrigeration sys., 1/5 hp
	1	ea	115v/60/1-ph, NEMA 5-15P std.
	1	ea	Self-Contained refrigeration, std.
	1	ea	5 year compressor warranty (net)
	1	ea	1 Yr. Service & labor contract (net)
			Extended Total for Item No. 114:

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118	3	ea	**HEAT LAMP, BULB TYPE**
			Merco/Savory Model No. 500-C POLISHED Packed: each
			Contempo® Warmer Lamp, infrared spot lamp, hanging cord mount, individual lamp assembly, with one lamp, shade style 500 - 6" dia. x 7.5"H, polished finish (specify)
	3	ea	120 volts, 1 phase, std.
	3	ea	000373SP White Bulb, coated, 120v
	3	ea	Required Mounting Adaptor: Trac-Heat Bar, (plug-in style) add suffix "-T" to model number
	1	ea	Up to 4-ft. Trac-Heat Bar, black, (plug-in style)-120V only, dead end, 12-ft. cord w/plug (maximum of (4) 250W lamps per bar, 10-amp rating)
	3	ea	Polished nickel finish
	3	ea	Black cord, C-Mount - std. specify length from ceiling to bottom of shade,
			Extended Total for Item No. 118:
119			CO2 Tank - By Vendor
120			Walk-in Cooler - Existing
121	1	ea	**UTILITY SHELF**
			Advance Tabco Model No. K-245
			Utility Shelf, 8" wide x 24" long
			Extended Total for Item No. 121:
122	1	ea	**REFRIGERATOR, UNDERCOUNTER, REACH-IN**
			Delfield Model No. UC4427N
			Undercounter Refrigerator, Reduced Height, single-section, 27"W, 5.7 cu. ft, (1) door, stainless steel top, front & sides, ABS interior, 2" casters, front-breathing rear-mounted refrigeration system, 1/5 hp
	1	ea	115v/60/1-ph, NEMA 5-15P std.
	1	ea	Self-contained refrigeration, std.
	1	ea	5 year compressor warranty (net)
	1	ea	**** Door hinged on left ****
			Extended Total for Item No. 122:
123	1	ea	**TEA BREWER**
			Bunn-O-Matic Model No. 36700.0013
			TB3Q Automatic Iced Tea Brewer, 3-gallon capacity, 1680 watt tank heater, 26.7 gallon/hour, single brewer, with 8.12" extension, Quickbrew system, for brewing into portable dispenser (sold separately), 120v/60/1, 1730 watts, 14.4amp, NEMA 5-15P
	1	ea	34100.0000 TDO-4 Oval Iced Tea Dispenser, solid plastic lid, side handles, 4 gallon capacity, for use with all BUNN brewers & others, faucet indicates sweetened or unsweetened tea (Contact factory for pricing)
			Extended Total for Item No. 123:
125	1	ea	**ICE MAKER, CUBE-STYLE**
			Manitowoc Model No. SY-0854A Packed: each
			S-Series Ice Maker, cube-style, air-cooled, self-contained condenser, up to 870-lb approximately/24 hours, stainless steel finish, half-dice size cubes, ENERGY STAR® Qualified
	1	ea	3 year parts & labor warranty
	1	ea	5 year parts & labor warranty on evaporator
	1	ea	5- year parts & 3- year labor warranty on compressor
	1	ea	208-230v/60/1ph, std.
			Extended Total for Item No. 125:
126			Soda Dispenser - By Vendor

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127	1	ea	**FIRE PROTECTION SYSTEM** Captive-Aire Model No. R102 Fire protection system to cover all equipment under the exhaust hood, all exposed piping to be chrome, s/s box for tanks & includes installation. (DOES NOT INCLUDE INSTALLATION OF GAS VALVE, ELECTRICAL WORK OR FIRE ALARM WIRING.) **Extended Total for Item No. 127:**
128			Soda Rack - By Vendor
129	1	ea	**DRY STORAGE SHELVING** LPI Model No. DRYSTOR 1 Lot of (4) sections dry storage shelving consisting of:
	4	ea	MA2442C Shelf, wire, 24"W x 42"L, chrome-plated finish, (packed 4 per carton)
	4	ea	MG072C Post, 72" high, chrome-plated finish **Extended Total for Item No. 129:**
130	1	ea	**WORKTABLE** Custom Model No. WT Work Table 60" x 36" w/casters **Extended Total for Item No. 130:**
131	1	ea	**COOLER/FREEZER SHELVING** LPI Model No. CLR/FRZSHELV 1 Lot of (10) sections cooler/freezer shelving consisting of:
	4	ea	MA1836GN Shelf, wire, 18"W x 36"L, green epoxy finish, (packed 4 per carton)
	8	ea	MA1842GN Shelf, wire, 18"W x 42"L, green epoxy finish, (packed 4 per carton)
	8	ea	MA1848GN Shelf, wire, 18"W x 48"L, green epoxy finish, (packed 4 per carton)
	20	ea	MG072GN Post, 72" high, green epoxy finish
	1	ea	7 year limited warranty against naturally occuring rust, std. **Extended Total for Item No. 131:**
132			Pass Shelf Window - By General Contractor
135	1	ea	**DROP-IN SINK** Glastender Model No. DI-HS14 Hand Sink, drop-in type, 14" wide, 9-1/4" x 11-1/2" x 6" deep bowl, stainless steel constr'n, includes deck mounted gooseneck faucet, studs for countertop mounting, 1-1/2" IPS drain fitting **Extended Total for Item No. 135:**
136			Cash Register(s) - By Owner
137			Trash Receptacle(s) - By Owner
138			Office Furniture - By Owner
139			Condiment Dispenser - By Owner
140			Lockers - By Owner
141	3	ea	**FREEZER, REACH-IN** Delfield Model No. 6125XL-S Freezer, Reach-in, single-section, 20.0 cu.ft., top mounted self-contained refrigeration, stainless steel front, alum. ends, ABS interior, (3) epoxy coated wire shelves, solid hinged full height door, casters, 1/2 hp, Energy Star
	3	ea	115v/60/1 with cord & NEMA 5-15P, std
	3	ea	1 Yr parts and labor, 5 Yr compressor warranty std.
	1	ea	**** Door hinged on right ****
	2	ea	**** Door hinged on left ****

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			Extended Total for Item No. 141:	
142	1	ea	**WORKTABLE** Custom Model No. WT Work Table 36" x 36" w/casters **Extended Total for Item No. 142:**	
143			Syrup Pumps - By Owner	
144	1	ea	**DISHTABLE SORTING SHELF** Custom Model No. SLANT-21-X Slanted Rack Shelf, wall mount, 21" long, holds 1 glass/dish rack, 18/304 s/s, includes wall brackets **Extended Total for Item No. 144:**	
145A	1	ea	**SHELF, WALL-MOUNTED** Custom Model No. WSD-3612-I Shelf, wall-mounted, 3 feet long, 12" wide, 18/430 series stainless steel **Extended Total for Item No. 145A:**	
145A	2	ea	**SHELVING, WALL-MOUNTED** SSP, Inc Model No. EWMS-1224-X Packed: each E-Series Shelf, wall-mounted, 12" x 24", (2) wall brackets included, 18/430 stainless steel construction, NSF (Flyer Pricing) **Extended Total for Item No. 145A:**	
145B	5	ea	**SHELF, WALL-MOUNTED** Custom Model No. WSD-3612-I Shelf, wall-mounted, 3 feet long, 12" wide, 18/430 series stainless steel **Extended Total for Item No. 145B:**	
145C			Office Wall Shelving - By Owner	
145D	3	ea	**SHELVING, WALL-MOUNTED** SSP, Inc Model No. EWMS-1460-X Packed: each E-Series Shelf, wall-mounted, 14" x 60", (2) wall brackets included, 18/430 stainless steel construction, NSF (Flyer Pricing) **Extended Total for Item No. 145D:**	
146	1	ea	**FAT VAT TRANSPORTER** Worcester Industrial Products Corp. Model No. SS-611-TL Fat Vat, safe oil transport system holds 40 lb. (5.3 gallon) **Extended Total for Item No. 146:**	
147	3	ea	**SHELF, WALL-MOUNTED** Custom Model No. WSD-9614 Shelf, wall-mounted, 8'0" feet long, 14" wide, 16 gauge 430 stainless steel **Extended Total for Item No. 147:**	
148			Syrup Rail - By General Contractor	
149			Safe - By Owner	Spare
175			Dish Washer - By Vendor	Spare
176			Water Heater - By Owner	
177	2	ea	**SINK, HAND** Universal Stainless Model No. EHS-1L Economy Hand Sink, wall model, 12" wide x 10" front-to-back x 6" deep, left splash, non-drip edge on 3 sides, includes splash mounted faucet, basket drain & wall brackets, stainless steel construction **Extended Total for Item No. 177:**	

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178	1	ea	**DIPPERWELL** Fisher Model No. 3041 Packed: each Dipperwell, w/faucet, 6" dia., overflow insert, stainless steel, drain, 1-1/2" x 4" tailpiece **Extended Total for Item No. 178:**
179			Mop Sink - By P.C.
180	1	ea	**WORKTABLE W/SINK** Custom Model No. WT wsink Work Table 7'0" x 30" w/18"x 24" sink, lever drain and undershelf
	1	ea	Fisher 3312 Faucet, deck-mounted, 8" C.C. mixing valve, 10" swing spout, with 1/2" inlets **Extended Total for Item No. 180:**
184	1	ea	**SINK, THREE (3) COMPARTMENT** Universal Stainless Model No. CS-3N1824-2D-24 Corner Sink, three compartment, 24" left & right-hand drainboards, (2)24" front-to-back x 18" wide comp. and (1)24" x 24" comp., 12" deep, with 9" high splash, galvanized legs, 16/300 series stainless steel
	3	ea	US-LD Twist Handle Lever Drain, 1-1/2" or 2" drain **Extended Total for Item No. 184:**
184.1	1	ea	**PRE-RINSE UNIT** Fisher Model No. 2210-WB Packed: each Pre-Rinse Assembly, wall-mounted mixing valve, 8" adjustable centers, with spring action flexible gooseneck, with spray head (1.15 gallons per minute @ 60 PSI), with wall bracket
	1	ea	2901-16 Add-On Faucet, for rigid control valves, 16" swing spout
	1	ea	3252 Faucet, wall/backsplash mount, 8" adjustable centers, 10" swing spout, 1/2" inlets **Extended Total for Item No. 184.1:**
195	1	ea	**EXHAUST HOOD** Captive-Aire Model No. EXH 10'6" long hood, w/perforated make up air plenum, 3" air space and lights, 18" high max closure panels, wall flashing
	1	ea	FANS Includes exhaust fan w/ curb
	1	ea	ELEC Electrical System for the hood controls and Ansul
	1	ea	GGXD Grease Guard XD Unit INSTALLED BY G.C./M.C. **Extended Total for Item No. 195:**
197	2	ea	**WORKTABLE** Custom Model No. WT Work Table 12" x 36" w/undershelf and adjustable legs **Extended Total for Item No. 197:**
KDI-1	1	ea	**DELIVER & SET** W. West Equipment & Furnishings Model No. unavailable Installation of the above listed items supplied by W.West, uncrate, move into building, set in place, level, silicone after GC's subcontractors make final connections, remove all trash to the GC's on site trash dumpster and wipe down equipment. (DOES NOT INCLUDE ANY FINAL CONNECTIONS, HANGING EXHAUST HOODS, INSTALLING WALL FLASHING AND CLOSURE PANELS. MOUNTING FAUCETS, HANGING DISPOSAL, PERMITS, TRASH DUMPSTER CHARGES OR WEEKEND/HOLIDAY LABOR.)
	1	ea	DEL Delivery charge to the jobsite for the equipment and furniture. **Extended Total for Item No. KDI-1:**

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KDI-2	1	ea	**REFRIGERATION INSTALLATION** W. West Equipment & Furnishings Model No. unavailable Includes hanging coils, piping refrigeration lines from coils to compressors on building roof, set compressors on building roof, and wrap freezer drain line with heater, start-up and provide (1)one year service warranty. (DOES NOT INCLUDE ANY FINAL ELECTRICAL CONNECTIONS, DRAIN LINES, ROOF CURB, CURB CAPS, PITCH POCKETS, WALL, OR ROOF PENETRATIONS.)	---
			Extended Total for Item No. KDI-2:	

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

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12. Payroll Records

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

   B. Employee Log (A.R.S. §4-119)

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Lenkowitz Andrea Dahlman

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 _____ (Signature of Licensee)

19 day of October, 2009

Day Month Year

Amy L. Schroff
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2013

My commission Expires on _____ Day Month Year

Amy L. Schroff
(Signature of NOTARY PUBLIC)

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

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'09 OCT 19 Liqr. Lic. PM 2:52

17"w x 10.5"h (was 19.5w x 10.5h)

replace grayscale with metal image

www.smashburger.com

smashburger

smashburger & smashchicken

100% Angus Beef smashed, dense grill to sear into beef and seal in the flavor
served on artisan butter toasted bun

	1/3 lb	1/2 lb	Double
Classic **smashburger** American cheese, lettuce, tomato, red onion, pickle and our signature sauce on an egg bun	4.99	5.99	
All American **smashburger** American cheese, ketchup, mustard, onion, pickle and served on an egg bun	4.99	5.99	
Arizona **smashburger** Habanero cheese, Guacamole, lettuce, tomato, onion, chipotle mayo and fresh jalapeños on a chipotle bun	5.99	6.99	6.99
BBQ Bacon & Cheese BBQ sauce, applewood smoked bacon, cheddar cheese and fresh onion rings on an egg bun	5.99	6.99	6.99
Mushroom Swiss Garlic sautéed mushrooms, Swiss cheese and mayo on an egg bun	5.99	6.99	6.99
Classic **smashchicken** tender, juicy chicken breast, seasoned, marinated and seared in particular, served on a butter toasted multigrain bun, with red onion, pickle, lettuce, tomato and mayo			5.99
CREATE YOUR OWN **smashburger or smashchicken**	4.99	5.99	6.49

Bun: multigrain, classic egg bun, multigrain spicy chipotle, none
Cheese: pepper jack, American, aged Swiss, sharp cheddar, blue, habanero
Sauces & Dressings: ketchup, mustard, onions, ranch, sweet pickle, spicy chipotle
Toppings: hot sauce, tomato, red onion, pickle, onion, lettuce, jalapeño, bacon, fresh jalapeños

smashsalads 6.99

Arizona Cobb
Diced chicken breast, bacon, cheddar cheese, tomatoes, red onions, crisp romaine and iceberg lettuce, with spicy chipotle sauce and topped with guacamole and fresh jalapeños.

The smashwedge
Large wedge of crisp iceberg lettuce, topped with bacon, chopped tomatoes, red onions and blue cheese crumbles, with blue cheese dressing.

Ranch Chicken Club
Strips of crispy buttermilk seasoned chicken, bacon, tomatoes, red onion & cheddar cheese, with crisp romaine and iceberg lettuce and buttermilk ranch dressing.

smashdogs

Hebrew National 100% beef Hotdogs, grilled and served on a toasted bun, topped with fresh onion and bacon

Arizona Devil Dog Habanero cheese, guacamole, fresh jalapeños, spicy chipotle sauce, tomatoes and onion	3.99
Chicago Dog Yellow mustard, tomatoes, pickle, green peppers, onion, relish, pickle	3.99
Classic Dog Yellow mustard, ketchup, sweet relish	3.49

smashsides

smashfries Tossed in our signature seasoning and served with our signature dipping sauce	2.79	1.79
French Fries	2.49	1.49
Side Salad Fresh lettuce, tomatoes, red onions, cucumbers, croutons and your choice of dressing	2.99	1.99
Haystack Onions Crispy onion rings	2.99	1.99
veggiefritas Fresh cut zucchini, squash, green beans, onion rings and carrots	3.99	2.99
Beefy Chili Topped with cheese, onions and sour cream	3.59	2.59

KIDS MEALS

Served with fries, kids soft drink or milk 3.99

Kids **smashburger** (American cheese, ketchup & yellow mustard)
Kids **smashdog** (ketchup & yellow mustard)
Chicken Strips
Grilled Cheese

SOFT DRINKS 1.69

Coke
Diet Coke
Sprite
Dr. Pepper
Minute Maid Lemonade
IBC Root Beer (Home)
Iced Tazo Tea
Bottled Water

ADD ONS

Extra 1/3 lb **smashburger**	2.00	Fried Egg	.99
Extra 1/2 lb **smashburger**	3.00	Guacamole	.99
Applewood Smoked Bacon	1.49	Garlic Sautéed Mushrooms	.99
Beefy Chili	.99	Extra Cheese	.49
		Haystack Onions	.49

Häagen-Dazs SPECIALTIES 3.99

Milk Shakes or Malts:
Vanilla · Chocolate · Strawberry · CACTUS VANILLA

Root Beer Float in a Frosted Mug

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: ANDREA LEWKOWITZ

BUSINESS NAME: SMASHBURGER

ADDRESS: 9915 WEST MCDOWELL ROAD, SUITE 101

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE — DATE: 11/2/09

Zoning Specialist
TITLE

☒ APPROVED
☐ DENIED

SIGNATURE — DATE: 11-3-09

Planning Mgr
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 16, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 3, 2009

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 2, 2009

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 16 (State Series 12) Restaurant Liquor License for Smashburger
9915 W McDowell Rd, Ste 101

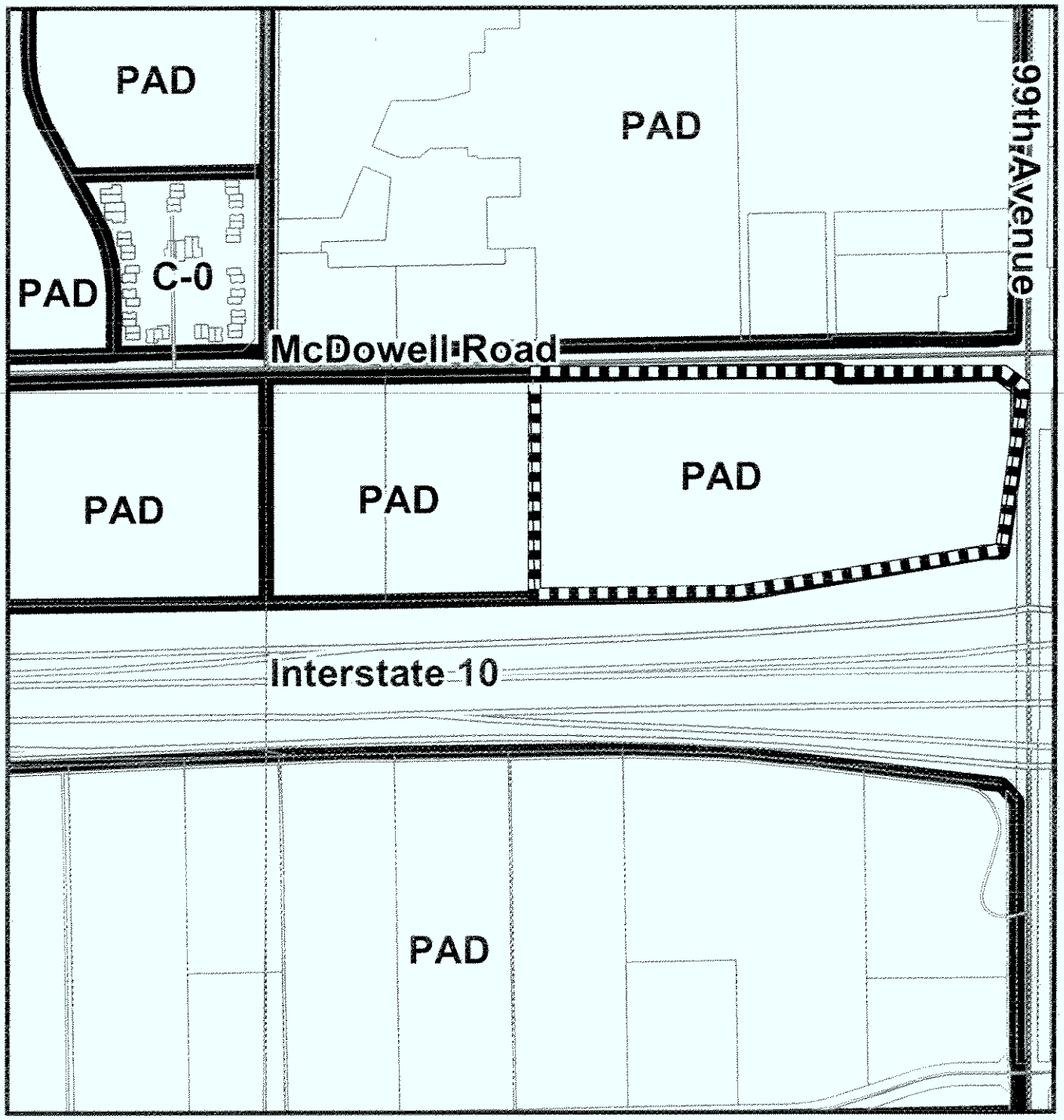
The site is located on the southwest corner of 99th Avenue and McDowell Road. The building is existing and unoccupied. Previously this location was occupied as the restaurant Wild Noodle.

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 and the current zoning is Planned Area Development (PAD). A dine-in restaurant is a permitted within the development plan.

Staff recommends approval of this request.

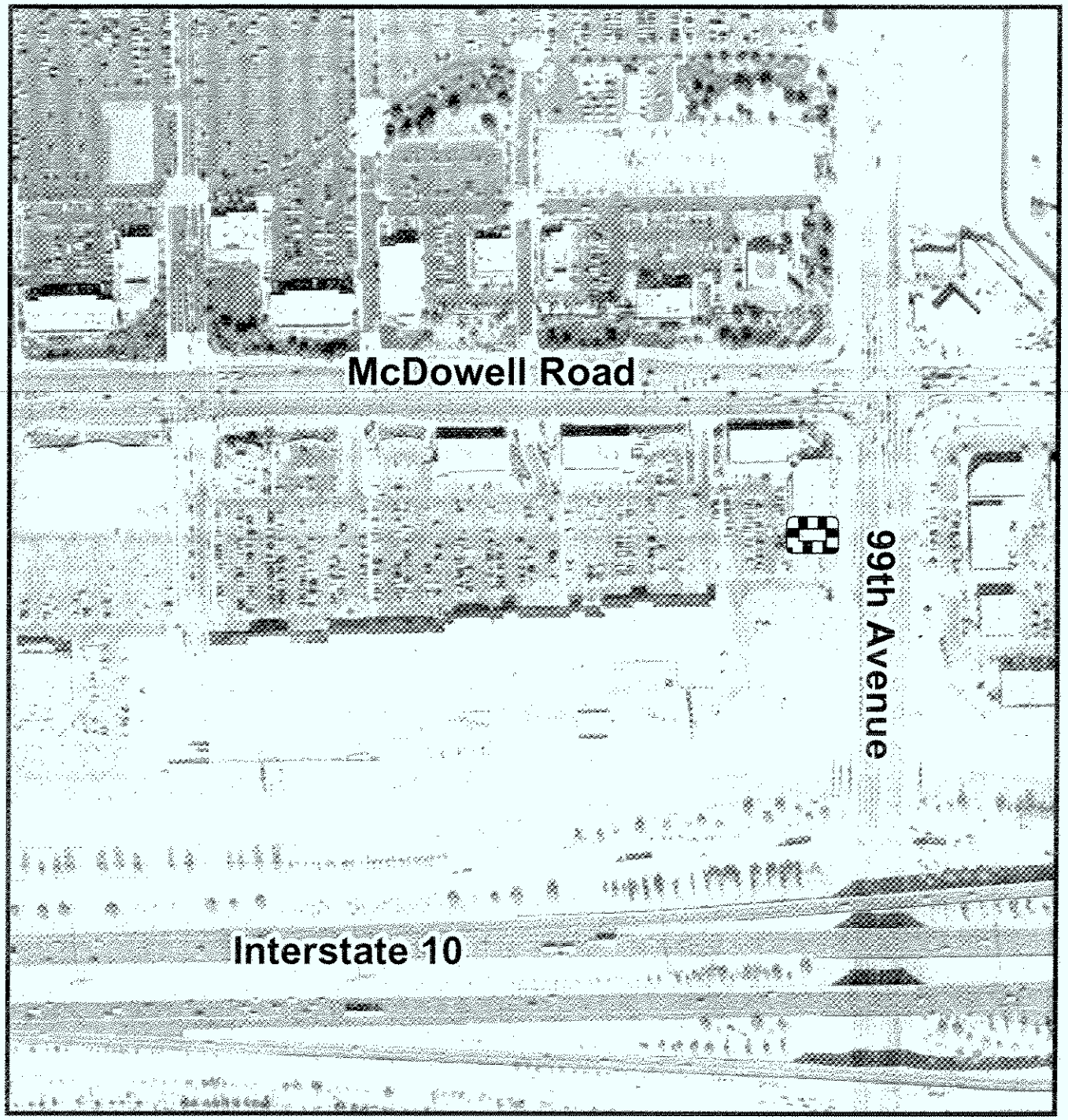
Attachment: 2008 Aerial Photography
Zoning Vicinity Map



Zoning Vicinity Map

Avondale

Subject Property



Aerial Photograph

Avondale

Subject Property

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: ANDREA LEWKOWITZ

BUSINESS NAME: SMASHBURGER

ADDRESS: 9915 WEST MCDOWELL ROAD, SUITE 101

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

10/28/09
DATE

FIRE MARSHAL
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 16, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 3, 2009

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: ANDREA LEWKOWITZ

BUSINESS NAME: SMASHBURGER

ADDRESS: 9915 WEST MCDOWELL ROAD, SUITE 101

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

DEPARTMENTAL COMMENTS:

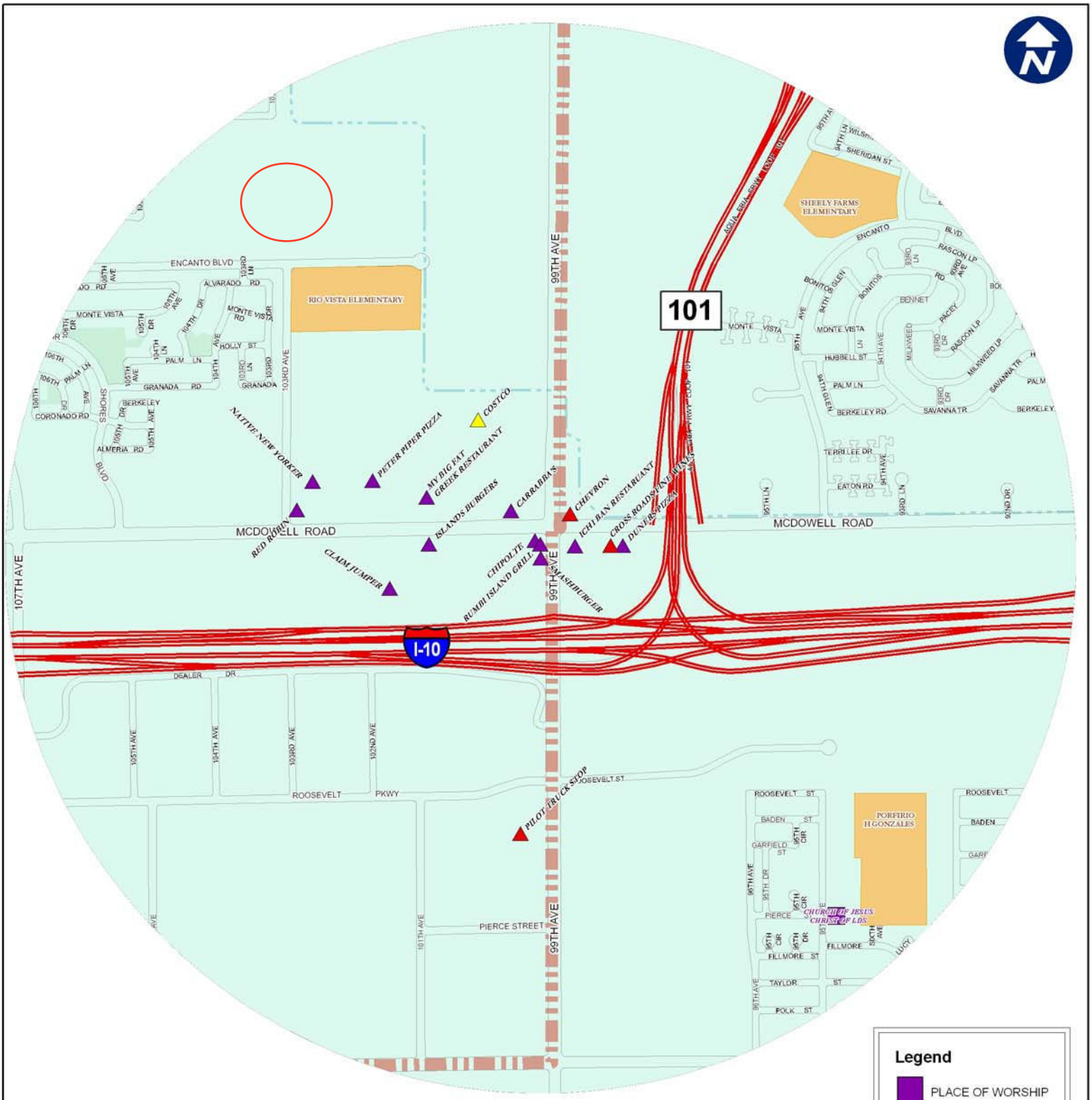
☑ APPROVED
☐ DENIED

SIGNATURE

10/30/09
DATE

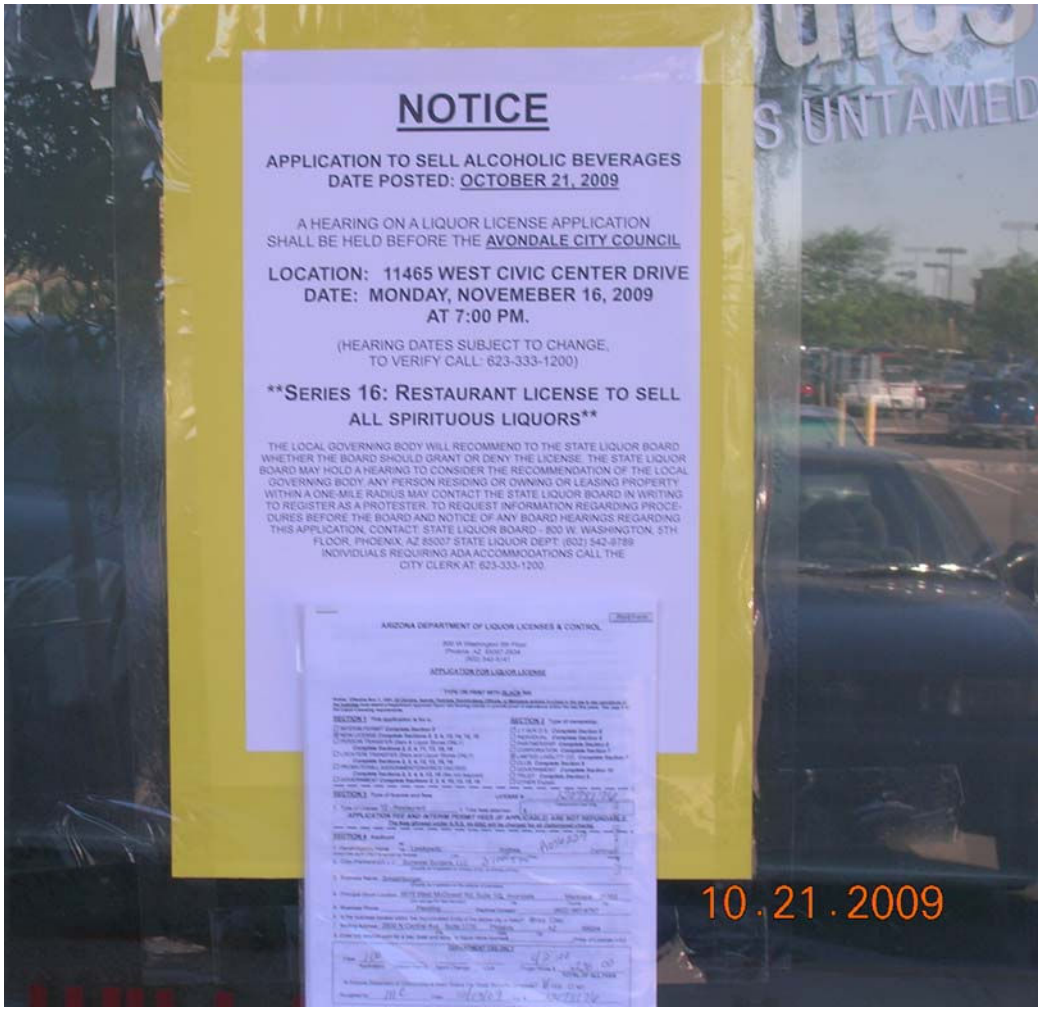
Police Chief
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 16, 2009
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOVEMBER 3, 2009



Smashburger
9915 W. McDowell Rd.
Suite 101
1 Mile Buffer

Avondale GIS Division of Water Resources


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: OCTOBER 21, 2009
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, NOVEMEBER 16, 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
10.21.2009

Wild Noodles
101
velocity
Retail Space Available
10.21.2009

CITY COUNCIL REPORT

SUBJECT:
Agreement - ATC Associates Inc. for the demolition of foreclosed properties

MEETING DATE:
November 16, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve an agreement with ATC Associates Inc. in the amount of $167,431 to demolish blighted foreclosed properties in Old Town Avondale.

BACKGROUND:

Through this contract ATC Associates will complete asbestos surveys, asbestos abatement and demolition of residential structures located at 313 E. Hill Drive, 317 E. Hill Drive and 516 E. Dee Street. These properties are abandoned, blighted and represent a health and safety hazard for the neighborhood. The Neighborhood and Family Services Department (NFSD) in conjunction with the Finance Department conducted a Statement of Qualifications process. Overall ATC Associates scored the highest of 4 final proposals based on qualifications, experience, approach, agency availability and references.

DISCUSSION:

The Neighborhood Stabilization Program (NSP) of the Housing and Economic Recovery Act of 2008 appropriated $2,466,039 to Avondale for “assisting in the redevelopment of foreclosed homes.” City Council approved Avondale's planned use of NSP funds on November 17, 2008 and the U.S. Department of Housing and Urban Development (HUD) awarded the entire amount to Avondale on January 30, 2009. Of the total NSP program $372,925 is budgeted for demolition of foreclosed, abandoned and blighted residential structures. NSP demolition funds are targeted to the Old Town Neighborhood.

BUDGETARY IMPACT:

NSP funds have been allocated for this contract in the 2009/2010 budget. No City matching funds are required.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with ATC Associates Inc. in the amount of $167,431 to demolish blighted foreclosed properties in Old Town Avondale.

ATTACHMENTS:

Click to download

- Agreement

CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ATC GROUP SERVICES INC.

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of November 16, 2009, between the City of Avondale, an Arizona municipal corporation (the "City"), and ATC Group Services Inc., a Delaware corporation registered to do business in Arizona (the "Contractor").

RECITALS

A. The City has received funds from the U.S. Department of Housing and Urban Development ("HUD") Neighborhood Stabilization Program ("NSP") under Title III of Division B of the Housing and Economic Recovery Act of 2008, Public Law 110-289.

B. The City issued a Request for Qualifications, NFS 10-024 "NSP Building Demolition Project #1" (the "RFQ"), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications (the "SOQ") from vendors for professional consulting services.

C. The Contractor 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 Contractor for the performance of environmental assessments, asbestos surveys, asbestos removal and demolition of the structures located at 313 E. Hill Drive, Avondale, Arizona, 317 E. Hill Drive, Avondale, Arizona and 516 E. Dee Street, Avondale, Arizona, (the "Services"), as more particularly described in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

D. The Contractor has provided the City with a Bid Guarantee as required by HUD regulations, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.

E. The City will use NSP funds to engage the Contractor to perform the Services.

AGREEMENT

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

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

2. Scope of Work. The Contractor 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 Contractor a price not to exceed $167,431.00 for the Services as set forth in the Payment Schedule, attached hereto as Exhibit E and incorporated herein by reference.

4. Payments. The City shall pay the Contractor pursuant to Section 16 below. Payments shall be contingent upon verification of the Contractor's payment request.

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

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

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

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

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field. To the extent that the compensation to be paid Contractor pursuant to Section 3 of this Agreement exceeds $100,000.00 and to secure its performance of its obligations under this Agreement, the Contractor shall be required to furnish the following:

9.1 Performance Bond. A non-revocable security binding the Contractor to provide faithful performance of the Agreement in the amount of 100% of the total compensation to be paid Contractor pursuant to Section 3 of this Agreement. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Neighborhood and Family Services Department within ten days after notice of award. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the Agreement terminated by the City. In case of default the City reserves all rights. All performance bonds shall be executed in the form attached hereto as

Exhibit F, duly executed by the Contractor as principal and having as surety thereon a surety company 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. Individual sureties will not be accepted. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

9.2 Payment Bond. A non-revocable security for the protection of all persons supplying labor and material to the Contractor or any subcontractor for the performance of any work related to the Agreement. Payment security shall be in the amount of 100% of the total compensation to be paid the Contractor pursuant to Section 3 of this Agreement. Payment security shall be in the form of a payment bond, certified check or cashier's check. This security must be in the possession of the Neighborhood and Family Services Department within ten days after notice of award. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the Agreement terminated by the City. In case of default the City reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Contractor as principal and having as surety thereon a surety company 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. Individual sureties will not be accepted. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies 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 Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing 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, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the 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) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

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

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

11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 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 Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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

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

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

13. Termination; Cancellation.

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

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

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

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

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

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 Contractor 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 Contractor shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

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

14.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws, (c) existing and future Occupational Safety and Health Administration ("OSHA") standards, (d) the provisions of 24 CFR, Part 570, CDBG, as revised, (e) the provisions of 24 CFR Part 92, HOME, as revised, (f) the provisions contained in the City of Avondale Consolidated Plan, and (g) the mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act, Public Law 94-163. To the extent that the compensation to be paid the Contractor pursuant to Section 3 of this Agreement exceeds $100,000, the Contractor also agrees to keep fully informed of, and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with: (g) section 306 of the Clean Air Act,

(h) section 508 of the Clean Water Act, (i) Executive Order 11738, and (j) all Environmental Protection Agency regulations.

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

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

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

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

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

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

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

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

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

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

14.13 Offset.

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

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

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

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

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

If to Contractor: ATC Group Services Inc.
9185 South Farmer Avenue, Suite 107
Tempe, Arizona 85284
Facsimile: (480) 894-2497
Attn: Julia Sager

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

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

15. Administrative Requirements.

15.1 Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

15.2 Notice of Reporting Regulations and Requirements. Contractor acknowledges that the City shall report monthly on all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR

570.504. The Contractor may be required to submit bi-monthly progress reports to the City in the form, content and frequency as required by the City related to the City's reports. Contractor also acknowledges that the City may have reporting requirements with respect to any discovery or invention which arises or is developed in the course of or under this Agreement as well as reporting requirements with respect to copyrights and rights in data.

15.3 Records Delivery. The Contractor shall deliver to the City all written and electronic records pertinent to expenditures incurred under this Agreement within ninety (90) days after report by the City.

15.4 Records and Audit Rights. Contractor'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 Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 15.5 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 Contractor'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 Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 15.5 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor 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 Contractor pursuant to this Agreement. Contractor 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 Contractor or its subcontractors reasonable advance notice of intended audits. Contractor 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.

15.5 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor 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). Contractor'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.

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

16. Payment Procedures. The City will pay to the Contractor funds available under this Agreement based upon information submitted by the Contractor and consistent with an

approved Payment Schedule and City policy concerning payments. Payments will be made for eligible expenses actually paid by the Contractor (reimbursement).

17. Personnel and Participant Conditions.

17.1 Civil Rights

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

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

17.2 Women and Minority Owned Business Enterprises.

a. Women and Minority Owned Business Enterprises. The Contractor will take all necessary affirmative steps to assure that minority and women owned business enterprises are used when possible in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

b. Subcontracting Provisions. The Contractor will include the provisions of subsections 17.1, Civil Rights and 17.2, Women and Minority Owned Business Enterprises, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Contractors or subcontracts.

17.3 Employment Restrictions.

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

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

c. "Section 3" Clause.

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

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

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

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

(3) Subcontracts. The Contractor will include the "Section 3" Clause set forth above in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. The Contractor will ensure that every subcontract will contain all of the contractual provisions required by 24 CFR 85.36(i).

17.4 Conduct.

a. Subcontracts. In addition to the requirements of subsection 14.8, the following provisions shall apply:

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

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

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

b. Drug Free Workplace. The Contractor certifies that it will provide a drug-free workplace by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing a drug-free awareness program to inform its employees about:

(a) The dangers of drug abuse in the workplace.

(b) The grantees policy of maintaining a drug-free workplace.

(c) Any available drug counseling, rehabilitation, and employee assistance programs.

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph 17.4(b)(1) above.

(4) Notifying the employee in the statement required by paragraph 17.4(b)(1) above that, as a condition of employment under the Agreement, the employee will:

(a) Abide by the terms of the statement.

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(5) Notifying the City within ten days after receiving notice under subparagraph 19.4(b)(4)(b) above from an employee or otherwise receiving actual notice of such conviction.

(6) Taking one of the following actions, within 30 days of receiving notice under subparagraph 17.4(b)(4)(b) above, with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination.

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, Law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 17.4(b)(1), (2), (3) (4), (5) and (6).

18. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor 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 Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

19. 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.

20. 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 Contractor. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Contractor must be in agreement with the cooperative transaction. Any orders placed to the successful Contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

ATC GROUP SERVICES INC., a Delaware corporation registered to do business in Arizona

By:_____

Name: James C. Kirschner, RG

Title: Vice President of West Region

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November ___, 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 November ___, 2009, by James C. Kirschner as Vice President of West Region of ATC GROUP SERVICES INC., a Delaware corporation registered to do business in Arizona, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ATC GROUP SERVICES INC.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ENVIRONMENTAL REVIEW AND DEMOLITION SERVICES

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**NFS 10-024**
Solicitation Title:	**NSP Building Demolition Project #1**
Release Date:	**Friday, August 28, 2009**
Final Date for Inquiries	**Thursday, September 17, 2009**
MANDATORY Pre-Submittal Conference:	**Wednesday, September 9, 2009** **9:00 AM** (local time, Phoenix, Arizona) City of Avondale Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
SOQ Deadline:	**Thursday, September 24, 2009** **3:00 PM** (local time, Phoenix, Arizona)
Target City Council Award Date:	**Monday, October 19, 2009**
City Representatives:	**Andrew Rael** arael@avondale.org 623-333-2715 **Loretta Browning** lbrowning@avondale.org 623-333-2029

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I. RFQ PROCESS; AWARD OF AGREEMENT

1. Purpose/Scope of Work. The City of Avondale (the "City") is issuing this Request for Statements of Qualification ("RFQ") seeking a vendor who will enter into a contract with the City to perform environmental assessments, asbestos surveys, asbestos removal and demolition of structures (the "Services").

The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from qualified engineering firms and contractors ("Vendors") interested in performing the Services, as more particularly described in the Scope of Work attached to the sample Contractor Agreement as Exhibit C. The City will endeavor to ensure in every way possible that small, minority, disadvantaged, women-owned business enterprises and/or labor surplus area firms (collectively "DBE") shall have every opportunity to participate in submitting SOQs and providing services. DBE businesses are encouraged to submit SOQs. The City will not discriminate against any business on grounds of race, color, religion, gender, national origin, age or disability. It is the City's policy that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire and promote regardless of race, color, religion, gender, national origin, age or disability.

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 **twelve (12)** 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**, (NFS 10-024) NSP Building Demolition Project #1**, 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 Inquiries. Any question related to the RFQ shall be directed to one of the City Representatives whose names appear 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. 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 one of the City Representative's 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 three (3) business days following the Pre-Submittal Conference, answers to all questions received in writing 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 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, limited liability companies and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission or the Arizona Secretary of State, as the case may be.

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 Contractor Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Contractor 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 enter into negotiations with the highest scoring Vendor from the final list. 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 Bid Guarantee. This Section 10.2 shall apply only to the extent that the selected Vendor estimates that its bid for the performance of the Services will exceed $100,000.00. Prior to commencing negotiations with the City, the selected Vendor shall submit a non-revocable bid security payable to the City in the amount of ten percent (10%) of the amount, which the selected Vendor estimates to be a reasonable bid for the performance of the Services (the "Bid Deposit"). The Bid Deposit shall be in the form of a bid bond, certified check or cashier's check and shall be held until the successful execution of the City's standard Contractor Agreement in a form acceptable to the City Attorney. The bid bond shall be executed in the form of the sample Bid Bond, duly executed by the Vendor as principal and having as surety thereon a surety company approved by the City and holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties will not be accepted. All insurers and sureties shall have, at the time of submission of the bid deposit, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. The City shall return the Bid Deposit to the Vendor if (i) the Vendor executes the Contractor Agreement or (ii) if after good faith negotiations, the City determines not to accept the Vendor's bid. The Vendor will forfeit the Bid Deposit if (i) the Vendor fails to negotiate with the City in good faith or (ii) the Vendor fails to execute the Contractor Agreement after the City accepts the Vendor's bid.

10.3 Contractor Agreement; Execution. Upon the City's acceptance of Vendor's bid, the selected Vendor will execute the City's standard Contractor Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFQ.

10.4 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.

10.5 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 Contractor Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Contractor 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.

Section 1: General Information 5 pts

a. One page cover letter as described in Section I, 2.3. The letter shall also clearly state that the Vendor shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Contractor Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

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 Vendor 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. Provide the completed Vendor Information Form attached as a separate appendix. See Section III of this RFP.

Section 2: Experience; References 25 pts

a. Provide a description of Neighborhood Stabilization Program, or other federal programs, with which the Vendor has been involved within the last three (3) years. Provide a description of environmental assessment, asbestos survey, asbestos removal and demolition services the Vendor has been involved with in the last three years. Provide descriptions of at least three (3) similar successful projects for organizations or municipalities of the same size as, or larger than, the City, conducted within the last three (3) years. As references for each project,

provide, at a minimum, the following: (1) name of company or organization (2) contact name, contact address, telephone number and email address and (4) brief description of services provided. 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.

b. Demonstrate fiscal responsibility by providing a recent (within 2 (two) years) annual audited financial statements.

Section 3: Qualifications and Experience of Team 25 pts

a. Demonstrate the Vendor has sufficient staff resources and expertise to provide service in the context of its current workload. Provide an organizational chart showing key personnel, including an identified project manager, to be involved in this project.

b. Identify each person who will render the Services to the City, including each person's name, title and relevant experience. Include senior members of the Vendor's firm/agency/collaboration only from the perspective their roles would be in providing the Services to the City. Attach a brief (two page maximum) resume for each person. Specify level of participation, if any, in the projects identified in the Experience; References section. Resumes may be attached as a separate appendix.

Section 4: Vendor Availability 20 pts

a. Submit a listing of all current ongoing projects with similar programs.

b. Indicate the total number of staff dedicated to existing programs and the prospective Services for the City's program.

Section 5: Project Understanding and Approach 25 pts

a. Vendor shall describe its proposed services as related to the Scope of Work in the Contractor Agreement.

b. Vendor shall provide a summary of its services and its understanding of issues involved in providing real estate data and compliance services.

Total Possible Points for SOQ Submittal: 100 pts

III. VENDOR INFORMATION FORM

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

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 SMALL BUSINESSES ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area Firms (LSAF)

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.

REQUEST FOR STATEMENTS OF QUALIFICATIONS

ENVIRONMENTAL REVIEW AND DEMOLITION SERVICES
NFS 10-024

Addendum No. 1

Date: September 22, 2009

From: Andrew Rael, City Representative

Subject: Addendum No. 1 to RFQ NFS 10-024

SOQ Deadline: **September 24, 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 Section I - RFQ Process, Award of Agreement, Section 2.3 and Section II - Statement of Qualifications Format; Scoring, Section 2(b) to Request for Qualifications No. NFS 10-024 released on August 28, 2009.

ADDENDUM

1. Page A-1, Section I – RFQ Process, Award of Agreement, Section 2.3, is hereby amended as follows:

   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 **twelve (12)** pages to address the SOQ criteria (excluding resumes, ANNUAL AUDITED FINANCIAL STATEMENTS 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. Page A-7, Section II – Statement of Qualifications Format; Scoring, Section 2(b) is hereby amended as follows:

b. Demonstrate fiscal responsibility by providing a recent (within 2 (two) years) annual audited financial statements. ANNUAL AUDITED FINANCIAL STATEMENTS MAY BE ATTACHED AS A SEPARATE APPENDIX.

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

ENVIRONMENTAL REVIEW AND DEMOLITION SERVICES
NFS 10-024

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

EXHIBIT B
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ATC GROUP SERVICES INC.

[SOQ]

See following pages.

Julia Sager, CIH, CSP
Industrial Hygiene Division Manager
9185 South Farmer Avenue
Suite 107
Tempe, Arizona 85284
Telephone: 480-355-4664
Fax: 480-894-2497
julia.sager@atcassociates.com

City of Avondale

Neighborhood and Family Services Department

Request for Statement of Qualifications for Environmental Review and Demolition Services

Solicitation Number:
NFS 10-024
Solicitation Title:
NSP Building Demolition Project #1

Submitted to:
City Clerk
11465 West Civic Center Drive
Suite 200
Avondale, Arizona 85323

September 24, 2009
3:00 PM

ATC ASSOCIATES INC.
www.atcassociates.com

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Appendices

Appendix A – Vendor Information Form
Appendix B – Financial Statements
Appendix C – Resumes
Appendix D – Addendum

9185 South Farmer Avenue
Suite 107
Tempe, Arizona 85284
Telephone: 480-894-2056
Fax: 480-894-2497
www.atcassociates.com

September 24, 2009

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

RE: Section 1: General Information - ATC Proposal Number 34-2009-0344

Dear Sir or Madame:

ATC Associates Inc. (ATC) is pleased to provide the City of Avondale (City) with the attached proposal for environmental assessments, asbestos surveys, asbestos abatement and demolition of structures. This proposal has been prepared in accordance with the City Statement of Qualifications (SOQ) ***Solicitation Number NFS 10-024***. ATC has elected to be the primary general contractor for this project and has teamed with Southwest Hazard Control, Inc. (SHC) for asbestos abatement services and Breinholt Contracting Company (Breinholt) for structural demolition services.

1a) ATC certifies and agrees not to discriminate against any employee or person who is employed or compensated in whole or in part using funds under the Contractor Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status, or AIDS or HIV status.

1b) The local branch, ATC Arizona, is divided into three business units: Due Diligence, Environmental Management and Geotechnical/Construction Materials Testing (CMT) and is considered a technical resource hub for ATC in the Western U.S. ATC Arizona, established in 1997, currently employs 44 people and recently closed the 2008 fiscal year with gross revenues of $11,800,000.

1c) ATC Group Services Inc. dba ATC Associates Inc. (Tax ID# 46-0399408) is a privately-held Delaware corporation headquartered in Woburn, Massachusetts. To manage these services in the most effective manner ATC has teamed with SHC for asbestos abatement and Breinholt for demolition services. ***SHC was founded in 1982 and is a woman owned business enterprise* (Certification # 2005111004)**. SHC is located at 2404 West Campus Drive in Tempe and it is the oldest, continuously operating asbestos abatement company in Arizona. Breinholt is located at 2915 West Pima Street in Phoenix and has been an Arizona general contractor (Tax ID# 86-0270481) since its incorporation in 1972.

Please contact ***Julia Sager*** in our Tempe, Arizona branch directly at 480-355-4664 should there be any questions or clarification needed regarding the enclosed proposal.

1d) Our principal office is located at 600 West Cummings Park, Suite 5500 in Woburn, Massachusetts. The local branch located at 9185 South Farmer Avenue, Suite 107 in Tempe, Arizona will provide the services for the City.

1e) Please refer to Appendix A for the Vendor Information Form.

ATC looks forward to being the Vendor awarded this contract and eagerly anticipates working with the City

Sincerely,

Julia Sager, CIH, CSP
Industrial Hygiene Division Manager

James C. Kirschner, RG
Vice President of West Region

Section 2: Experience; References

2a) ATC Federally Funded Programs, Project Experience and References – As the prime vendor in this proposal ATC will provide the Phase I Environmental Assessments (EAs) and asbestos sampling services. ATC is currently under contract with the City of Phoenix Engineering and Architectural Services Department to perform Phase I EAs. These Phase I EAs include Phoenix Sky Harbor Airport Community Noise Reduction Program Properties (CNRP). A portion of the funding for the CNRP is derived from Federal American Recovery and Reinvestment Act (ARRA) monies. ATC also conducts Phase I EAs for the City of Phoenix on the METRO Light Rail project. The METRO Light Rail is funded by several Federal funding sources including ARRA and the 2004 Omnibus Appropriations Bill.

During the last three years ATC Arizona has conducted over 2,156 asbestos sampling projects and 2,151 Phase I EA projects.. ATC staff provides the aforementioned consulting services to a number of clients with similar size and scope of the City of Avondale. The following are three examples of successful projects similar to the work ATC is proposing on for the City.

Name of Company: City of Phoenix
Contact Name: Linda Palumbo
Contact Address: 200 West Washington Street, Phoenix, Arizona
Contact Telephone: 602-495-0975
Contact Email: linda.palumbo@phoenix.gov
Brief Description of Services: Phase I EAs (Annual Service Contract)
ATC has performed 102 Phase I EAs for the City of Phoenix (COP) for the last three years in conjunction with an on-going contract. Phase I EAs have been conducted on various municipal properties including: METRO Light Rail right-of-ways, COP Street Department right-of-way and bus stop expansion, CNRP work on residential properties for Sky Harbor Airport, and residential and/or undeveloped properties for the City manager's office.

Name of Company: ConocoPhillips Company
Contact Name: Jim Trotter
Contact Address: 1230 West Washington, Suite 212, Tempe, Arizona
Contact Telephone: 602-452-2507
Contact Email: jim.f.trotter@conocophillips.com
Brief Description of Services: Phase II Environmental Site Assessments (ESAs)
ATC performed due diligence assessments and follow-up Phase II subsurface investigations on over 230 service stations properties.. More than 1,000 soil borings were completed during subsurface investigations and 900+ drums of investigative derived waste were removed. A team of 50+ geologists and engineers worked 18,000 labor hours. The project was managed from the ATC Arizona office. ATC's final report was used by the client to negotiate real estate property transfers. The work was completed prior to the clients requested completion date under budget.

Name of Company: Jones Lang La Salle (Bank of America projects)
Contact Name: John Craig
Contact Address: 200 East Randolph Street, Chicago, Illinois
Contact Telephone: 312-228-2094
Contact Email: John.Craig@am.jll.com
Brief Description of Services: Asbestos Assessment Services

ATC is a national provider of asbestos consulting services for Bank of America. Responsibilities in Arizona have included the coordination of immediate responses to any IH / indoor air quality (IAQ) emergencies, interpretation and compliance with federal, state and local asbestos regulations, asbestos building inspections in compliance with the national emissions standards for hazardous air pollutants (NESHAP), asbestos abatement oversight services. ATC has conducted over 200 time-sensitive projects

2a) SHC Federally Funded Programs, Project Experience and References – SHC has been awarded the City of Phoenix Job Order Contract (JOC) for Citywide Asbestos and Lead-Based Paint abatement projects, in its current form, for the last eight years. Under this contract SHC has serviced many independent properties and programs that are funded by federal monies. These programs include but are not limited to; CNRP for Sky Harbor Airport, Metro Light Rail and the Sky Harbor People Mover Project. A majority of the contracts under this JOC consist of residential properties; abating materials such as floor tile, drywall, roofing, etc.

Name of Company: City of Phoenix
Contact Name: James Marshall
Contact Address: 200 West Washington Street, 7th Floor, Phoenix, Arizona
Contact Telephone: 602-534-3747
Contact Email: james.marshall@phoenix.gov
Brief Description of Services: Abatement of 3,200 square feet (sf) of metal roofing with asbestos containing material (ACM) adhesives, 75 cubic feet of vermiculite insulation 1,400 sf of multiple layer floor tile and mastic.

Name of Company: Mesa Public Schools
Contact Name: John Amenson
Contact Address: 555 South Lewis Street, Mesa, Arizona
Contact Telephone: 623-810-1423
Contact Email: jramenso@mpsaz.org
Brief Description of Services: Annual Services Contract - 3 year, Lead-Based Paint and Asbestos Removal.

Name of Company: Prescott VA Hospital
Contact Name: Richard Campos
Contact Address: 8113 East Florentine Road, Prescott, Arizona
Contact Telephone: 928-775-7920
Contact Email: richard2@dwg1.com
Brief Description of Services: ACM and Lead-Based Paint on Exterior of occupied building.

Name of Company: Scottsdale Unified School District
Contact Name: Howard Lange
Contact Address: 3811 North 44th Street, Phoenix, Arizona
Contact Telephone: 480-580-9610
Contact Email: howard@emc-az.com
Brief Description of Services: Floor tile and mastic, lighting fixture demolition, ACM duct systems, drywall, mechanical rooms and fireproofing.

2a) Breinholt Federally Funded Projects, Project Experience and References – Breinholt has worked on several programs funded by federal monies including but not limited to Metro Light Rail, CNRP for Sky Harbor Airport and the Neighborhood Stabilization Program for Phoenix and Tucson.

Name of Company: City of Phoenix
Contact Name: Eric Ram
Contact Address: 200 West Washington, 7th Floor, Phoenix, Arizona
Contact Telephone: 602-256-3280
Contact Email: eric.ram@phoenix.gov
Brief Description of Services: Annual Contract to remove subject properties at the direction of the City of Phoenix, typically accounting for 30 projects per year.

Name of Company: City of El Mirage
Contact Name: Lance Calvert
Contact Address: 12145 NW Grand Avenue, Suite 8, El Mirage, Arizona
Contact Telephone: 623-876-2971
Contact Email: lcalvert@cityofelmirage.org
Brief Description of Services: Removal of underground storage tank at the waste water treatment plant.

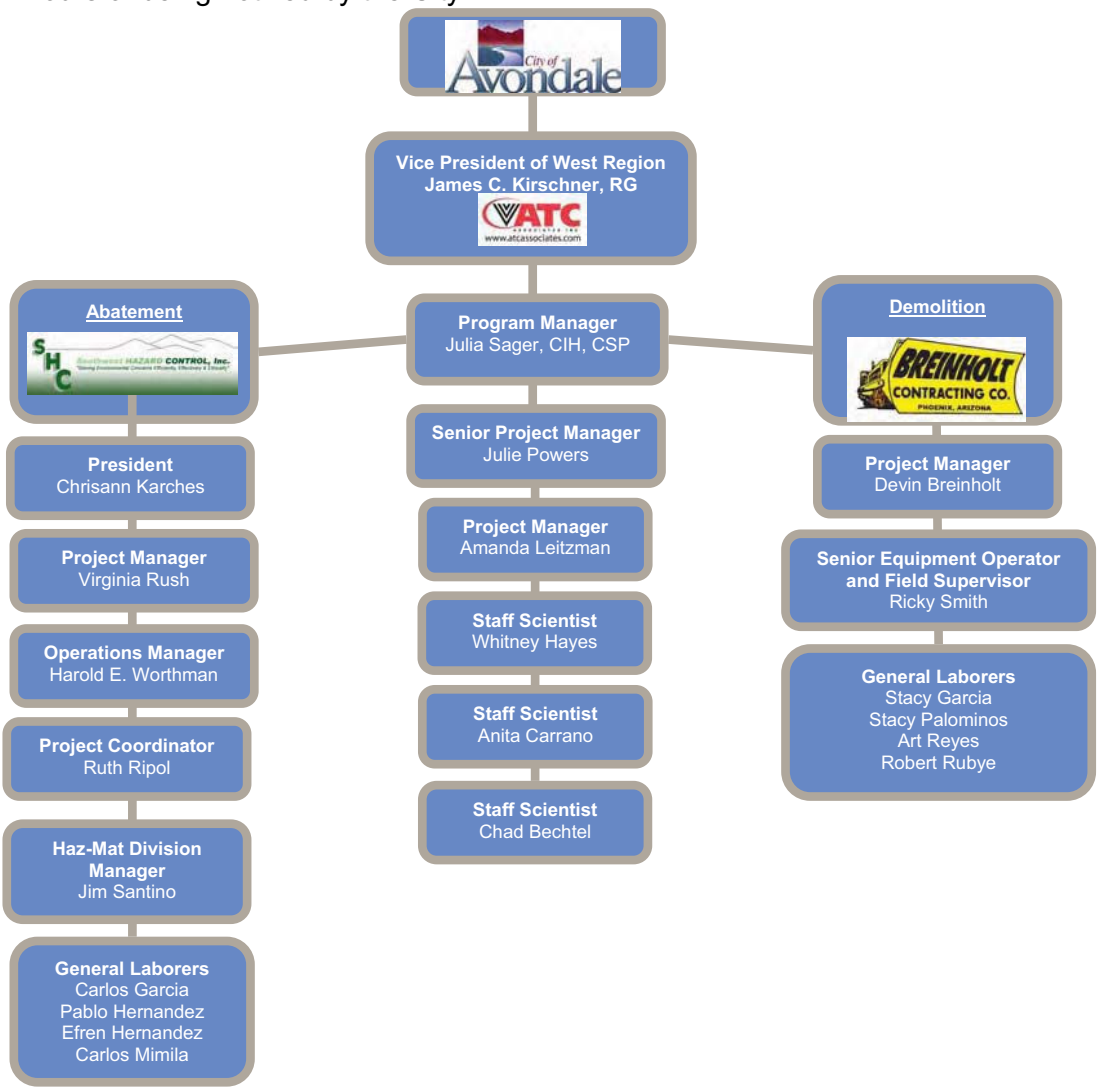
Name of Company: Arizona Department of Transportation
Contact Name: Harry DePrins
Contact Address: 205 South 17th Avenue, MD-612E, Phoenix, Arizona
Contact Telephone: 602-712-8734
Contact Email: hdeprins@azdot.gov
Brief Description of Services: Annual Contract to remove subject properties at the direction of the City of Phoenix, typically accounting for 40 projects per year and also property site clearing.

2b) Financial Statements – ATC is a privately held company that has generated profits in the range of 6% to 10% for the last eight years. Our 2009 projections are in the similar ranges as the past years and we expect to be profitable in the future. Copies of our audited financial statements for the past 2 years are included in Appendix B.

Section 3: Qualifications and Experience of Team

3a) Staff Resource and Expertise – If awarded, ATC will fill the role as prime Vendor on the City projects. ATC has discussed staffing with SHC and Breinholt and both companies have committed to making the City projects their priority to ensure efficient execution and timely completion of the work.

Overall management and administration of the team will be the responsibility of ATC's assigned Program Manager, Julia Sager. Ms. Sager is a Certified Industrial Hygienist (CIH) and a Certified Safety Professional (CSP) with a total of 29 years of industry experience. She will ensure that work is performed in accordance with regulatory requirements, provide technical review, and oversight to make certain the needs of the City are being met. Ms. Sager will also be accountable for all technical services, scope development, project staffing and deliverables, as well as interaction with regulatory agencies and City personnel. Ms. Sager is supported by five l staff members who will insure adequate coverage of all City staffing requirements. The ATC staff has a combined level of experience equaling 14 years with ATC and 70 years in the industry. ATC will be capable of staffing the asbestos sampling or abatement oversight tasks within 24 hours of being notified by the City.



3b) Key Personnel – The following matrices show key personnel assigned to this contract for each of the three team members. ATC personnel will conduct project management oversight, Phase I EAs, asbestos sampling and asbestos abatement oversight. SHC will conduct all asbestos abatement. Breinholt will be responsible for the demolition of the structures. Resumes of key personnel are included in Appendix C.

				Relevant Experience					Certifications				
ATC KEY PERSONNEL	Key Personnel & Role	Time with ATC	Industry Experience	IH/IAQ	Asbestos	Lead	Mold	Site Assessments	Building Inspector	Contractor / Supervisor	Management Planner	Risk Assessor	Certified Indoor Environmentalist
	Julia Sager, CIH, CSP (Program Manager)	2 years	~ 29 years	◆	◆		◆		◆		◆		
	Julie Powers (Senior Project Manager)	5 years	~ 15 years	◆		◆		◆	◆	◆	◆	◆	
	Amanda Leitzman (Project Manager)	2 years	~ 9 years	◆	◆	◆	◆	◆	◆		◆	◆	◆
	Whitney Hayes (Staff Scientist)	2 years	~5 years	◆	◆	◆	◆	◆	◆		◆		
	Anita Carrano (Staff Scientist)	3 years	~8 years	◆	◆	◆	◆	◆	◆		◆		
	Chad Bechtel (Staff Scientist)	<1 year	~4 years		◆	◆	◆	◆	◆		◆		

				Relevant Experience				Certifications			
SHC KEY PERSONNEL	Key Personnel & Role	Time with SHC	Industry Experience	Asbestos / Lead Abatement	Mold Remediation	Building Inspection	Haz-Mat Remediation	Asbestos Contractor / Supervisor	Lead Supervisor	Mold Supervisor	Hazwoper
	Virginia Rush (Division Manager)	5 years	7 years	◆	◆	◆	◆	◆	◆	◆	◆
	Harold E. Worthman (Operations Manager)	22 years	22 years	◆	◆	◆	◆	◆	◆	◆	◆
	Ruth Ripol (Project Coordinator)	2 years	2 years	◆	◆						
	Jim Santino (Haz-Mat Division Manager)	16 years	19 years	◆	◆	◆	◆	◆	◆	◆	◆

				Relevant Experience					Certifications			
BREINHOLT KEY PERSONNEL	Key Personnel & Role	Time with Breinholt	Industry Experience	Demolition	Removal of Wastewater Treatment Plants	Removal of Underground Storage Tanks	Residential / Commercial Site Clearings	Hazardous Materials	Asbestos Contractor / Supervisor	Hazardous Waste Operations & Emergency Response	Hazardous Materials Handling	Trench Safety
	Devin L. Breinholt (President / Project Manager	16 years	16 years	◆	◆	◆	◆	◆	◆	◆		
	Ricky Smith (Senior Equipment Operator / Field Supervisor)	9 years	21 years	◆	◆		◆	◆			◆	◆

Section 4: Vendor Availability

4a) Ongoing Projects – ATC currently has four ongoing projects with similar programs as the City scope of work: City of Phoenix EAs and biologic surveys, City of Mesa asbestos and lead-based paint assessment and oversight, Maricopa County Materials Department environmental services contract and Bureau of Land Management contract for comprehensive Asbestos Hazard Emergency Response Act (AHERA)-protocol asbestos surveys. ATC has a qualified staff of six people to staff these and other upcoming projects. Based upon our current workload and our analysis of the staffing requirements for the City projects, our available capacity exceeds the estimated resource needs to meet project schedules.

4b) Availability – ATC has six staff members dedicated to the four programs described above in Section 4a. ATC has evaluated the proposed scope of work for this City SOQ and estimates it will take two staff members to complete the work. Julia Sager will manage the project and a second staff member will complete the Phase I ESA and the asbestos sampling. The two ATC staff members will be dedicated to the City projects until completion of work.

Section 5: Project Understanding and Approach

5a) Vendor Proposed Services Based On Contractor Agreement Scope of Work - ATC as the prime Vendor and SHC and Breinholt as the teaming partners will complete the entire scope of work outlined in the City Contractor Agreement in the SOQ. ATC will perform all project management responsibilities, Phase I EAs, asbestos sampling and abatement oversight. SHC will perform all asbestos abatement. Breinholt will perform all demolition of structures. A description of the teams understanding and approach is included in Section 5b. The following table has been constructed to outline the property location, APN number, type of dwelling or structural improvement at the property location and the types of services to be provided.

Properties for Demolition			
Property Address	**APN**	**Property Type**	**Potential Scope of Work**
313 East Hill Drive	500-17-085	6 Unit Multi-Family	Asbestos Sampling, Abatement and Demolition of Structure
317 East Hill Drive	500-17-087	Slab and Foundation	Asbestos Sampling, Abatement and Demolition of Structure
516 East Dee Street	500-53-068	Single-Family Dwelling with Foundation	Phase I EA, Phase II, Asbestos Sampling, Abatement and Demolition of Structure

5b) Understanding – ATC understands that The Neighborhood Stabilization Program ("NSP"), Title III of Division B of the Housing and Economic Recovery Act of 2008, appropriates $2,466,039 to Avondale for assisting in the redevelopment of foreclosed homes. ATC understands that the City appropriated $372,925 of these funds for the acquisition and demolition of approximately four (4) foreclosed and blighted properties. Further ATC understands that only three properties will be demolished as part of the SOQ. ATC understands that the City will operate the Project compliant with the U.S. Department of Housing and Urban Development ("HUD") NSP regulations Docket No. FR-5255-N-01. ATC has assembled a team of professionals to perform the services requested by the City to complete demolition of the three properties.

Pre-Project Planning, Work Plan Preparation and Scheduling
ATC understands that the City will award the contract based on an evaluation of the proposal content and not price. ATC understands that the City will negotiate an agreement with the highest scoring bidder. Upon the City's acceptance of the vendor's bid the selected Vendor will execute the City's standard Contractor Agreement in a form acceptable to the City Attorney.

The first step in execution of the project will be to assemble the project team for a meeting with the City representatives to discuss the project schedule and access the properties. Based upon information gathered from the meeting ATC will prepare a work plan and schedule for the services to be performed. ATC will transmit the desired number of copies of the work plan with schedule to the City for review. Following receipt of the City comments ATC will finalize the work plan and mobilize the project team to begin work.

Review of Existing Information
ATC will collect and review the available data concerning the three properties. This review will be performed by ATC's assigned Project Manager. ATC personnel will work with the City or designated representative to obtain facility drawings, construction documents, previous asbestos sampling data, complaint records and/or records of abatement and other available documentation for the area of interest. This will allow ATC to appropriately focus our investigative efforts to provide the best value to the City.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS
A Phase I ESA will be performed on the subject site according to ASTM E1527-05 and includes the following: **site reconnaissance**; **site history review**; **interviews; and, a report**. A more detailed description of the Phase I ESA process is described below:

Site Reconnaissance
The ATC Environmental Professional (EP) will visit the property to corroborate indications of possible hazardous materials and environmental concerns identified during the historical review

and regulatory review and to gather information of other potential environmental concerns, including:

- Underground Storage Tanks (USTs) and supply lines
- Hazardous material and hazardous waste storage areas
- Surface impoundments, sumps, pits, ponds, dry wells and landfills
- Barren or discolored unpaved surface conditions, including the signs of dead or stressed vegetation
- Electrical transformers, capacitors and maintenance areas
- Septic tanks and leach fields, storm drains and sewer lines, underground vaults, manholes and floor drains
- Noxious odors
- Surface drainage
- Foundation/slab cracking
- Staining of soils or facilities

While visiting the site, the ATC EP will conduct an off-site reconnaissance of the surrounding properties. The purpose is to look for the presence of several common indicators of potential problems that are visible from public roads, including the presence of manufactures and/or users of hazardous materials (e.g. dry cleaners); the improper use, storage or disposal of hazardous materials; the presence of companies that may be the subject of environmental enforcement actions; and, the presence of drinking water and/or groundwater monitor wells.

Depending on the needs of the City, ATC will also investigate regional factors that could impact the property being evaluated, such as air quality; proximity to a 100-year flood plain and regional drainage patterns; proximity to fault zones; proximity to known state and federal Superfund sites; and, proximity to active hazardous and municipal waste facilities.

Site History Review

ATC staff evaluates existing sources of data including plot plans, drawings and aerial photographs, to investigate historical uses of a property and to identify the presence or absence of known or potential sources of hazardous material and environmental concerns. ATC uses the following sources of information pertaining to the past and current ownership and use of property:

- Documents from city and county historical societies, historical business and telephone directories, Sanborn maps and other historical documents.
- Historic aerial photographs, topographic maps, site maps or plans and facility engineering plans (as applicable and available).
- Site development records from local, state and federal regulatory agencies.
- Title and business tax searches for previous owners and tenants, including a review of deeds, easements, leases and restrictions and covenants of record for the past 50 years.
- Fire department records.
- City or county hazardous waste plans, business plans and inventories. Facility purchasing records particularly chemical purchases (as applicable and available).
- “Right-to-know” information (as applicable and available).

Interviews

ATC staff will interview regulatory agency personnel to identify and examine reported occurrences of hazardous materials and environmental concerns. Specifically, ATC seeks information about public records maintained by the appropriate regulatory agencies with jurisdiction over the property in question. Interviews of staff level personnel or supervisors most

familiar with the area containing the property are conducted in person or by telephone, depending on the location of the regulatory agency, time constraints of the proposed transaction and budgetary considerations. The name, title and telephone number of the person interviewed and the date of the conversation is recorded for the final report. Information sought may include:

- Known or suspected cases of hazardous materials contamination at the site, including environmental enforcement files (e.g., past or active litigation, consent decrees and/or compliance orders, administrative proceedings, notice of pending citizens' suits and notices of violations and spills).
- Known or suspected cases of hazardous materials storage or contamination surrounding the site.
- Sewer discharge or septic tank permits.
- The presence and status of USTs at the site or on surrounding properties, including results of leak detection testing, tank registration, product content records and other records.
- ATC also interviews other knowledgeable persons associated with the property (e.g. past and current owners and tenants, maintenance personnel and property managers) and adjoining properties, as required, to gather information of past and present hazardous material management practices, known or suspected spills, the presence of UST's, or other environmental and human health concerns.

Report Preparation

ATC will prepare a written report that includes the scope of the assessment and a compilation of records reviewed. Observations made during the on-site and off-site reconnaissance and recommendations for further work (Phase II) needed to confirm the presence or absence of suspected environmental problems. The written report is prepared using a clear and concise format.

PHASE II ENVIRONMENTAL SITE INVESTIGATION

A Phase II ESA, if recommended, will be performed on the property sites according to ASTM E1903. There are a number of circumstances that can result in a need for site investigations (sometimes referred to as a Phase II investigations): Recommendations resulting from a Phase I EA; reports by the City employees or the general citizenry of a potential environmental condition; discovery of USTs; unauthorized discharges to surface waters and/or dry wells; and, discovery of unauthorized dump sites are a few examples.

Site investigations can range from on-site visits noting visual conditions and sampling surface soil and water, to more invasive procedures such as advancing borings to collect soil samples or installing wells to determine groundwater conditions. The objective of any site investigation is to determine the impacted media (pore space, soil, water and/or groundwater), the nature of the potential contaminants, the extent (both vertically and laterally) of each impacted media and do the observed conditions pose a risk to human health and/or the environment.

This direct approach has served ATC well over the years. It provides the City a quick response to emergency situations, cost-effective site investigations and a quality end product to meet their expectations. Our project team members have collectively conducted hundreds of site investigations at UST sites, landfills, dry well locations, dry cleaners and manufacturing sites throughout Arizona. In many cases the thoroughness of an initial site investigation conducted by ATC results in a "No Further Action" determination by the Arizona Department of Environmental Quality (ADEQ).

ASBESTOS ASSESSMENT

ATC will conduct a Comprehensive Building Asbestos Survey according to ASTM E2356 -04e1 Standard Practice for Comprehensive Building Asbestos Surveys in conformance with the AHERA and all applicable local and state regulations. The technician will collect samples in a manner that does not expose building occupants or workers to suspect material release during the sampling process. Each sample will be placed in a container; the container is sealed, labeled and placed in a storage bag. Sample sites will be patched by ATC if requested by the City. ATC understands that these buildings are to be demolished and may not require this level of care.

Once the sample containers have been collected and logged, chain-of-custody forms will be completed and the samples will be transported or shipped to an appropriately accredited laboratory for analysis. For asbestos, the laboratory will be National Voluntary Laboratory Accreditation Program (NVLAP) accredited.

All bulk sample analysis will be conducted by Polarized Light Microscopy (PLM) unless the City requests Transmission Electron Microscopy (TEM) at additional cost. Each of these methods will be completed in compliance with all current Environmental Protection Agency (EPA) and National Institute for Occupational Safety and Health (NIOSH) regulations.

Immediately following the receipt of the laboratory results ATC will prepare and submit to the City a report detailing the findings of its survey and evaluation activities for each facility. These reports will be prepared in such a way as to insure compliance with all current state and federal regulations.

The Survey Report is organized to describe and present the findings of the survey activities. The report itself will include an Executive Summary, descriptions and detailed information of the samples collected and location maps evidencing the location of identified asbetos containing material/lead. The Executive Summary will review the purpose of the survey, what types of materials were sampled and present the general results of the survey, including a summary of recommendations for further action, if any. A section presenting all sampling and analytical data including specific information on the location, type, quantity and condition of materials tested will be included. This section is intended for use by the City budgeting and operational personnel and will present information necessary to identify, quantify and help direct future demolition/renovation activities.

REMEDIATION AND ABATEMENT SERVICES

ATC will provide the asbestos abatement oversight for the SHC services. ATC will participate in pre-abatement site assessment activities with the City and the contractor to arrive at an agreement on conditions of the work area and scope of the removals. In addition, ATC will verify SHC credentials, protective barriers and decontamination enclosures before work starts. SHC will remove Presumed Asbestos-Containing Material (PACM) in accordance with EPA, NESHAP standards 40 CFR Parts 61.145, 61.150 and Exhibit “A”, OSHA standards 29 CFR 1926.1101 and Maricopa County Air Pollution Control Regulations and all applicable local, state and federal regulations.

During abatement activities the ATC air monitors will document the progress of daily abatement procedures. ATC site technicians will monitor for proper control by the contractor of all entry and exits from the containment area, verify negative air pressure in the work area and monitor the integrity of the enclosure(s). During abatement activities ATC site technicians may collect bulk samples and/or air samples in accordance with all applicable regulatory standards and guidelines. Note that, while air samples are only required by AHERA regulation in school

abatement projects, ATC frequently recommends oversight activities including air sampling for the limitation of liability in other settings.

SHC will post OSHA and/or EPA required warning signs around the workplace and at every potential entry to the work area. Upon the completion of each abatement phase, technicians will re-enter the facility to perform final clearance visual inspections and clearance air testing, if requested by the City. If the results of the tests indicate that no further corrective action is necessary, clearance approval will be documented and all documentation including daily logs, submittals, manifests, certificates, correspondence, medical records and contract documents will be compiled in a final abatement oversight report and delivered to the client for archiving.

Final inspection and clearance air testing will be performed in accordance with the National Institute for NIOSH Method 7400 and using Phase Contrast Microscopy (PCM) clearance protocols. A minimum of three air samples will be taken for each work area and at least 1,200 liters of air is required for each sample.

DEMOLITION SERVICES

Breinholt's understanding of this project is property cleanup of city owned property including removal of abandoned or unsafe structures such as homes or businesses; clean up of trash and other debris; removal of trees and other landscaping; removal of septic tanks; swimming pools; and, any other items within a property. Safety is always the biggest concern and its effects are far reaching. Working in older neighborhoods with small lots and limited room to maneuver equipment can be a hazard to the neighbors, possible pedestrians and traffic on the streets. Utility location is imperative. For the safety of the workers and surrounding public, all gas lines and electric services must be accurately located and abandoned. Knowing that the asbestos, if any, has been abated properly and ensuring that the building is free of hazardous materials is important as well. The way to mitigate all of these problems is through proper communication. Breinholt uses spotters on the ground to ensure safety while equipment (excavators, semi trucks, etc.) is moving on the jobsite. With the utilities, this is a matter of performing visual inspections and receiving confirmation from the utility providers that their services have been removed. Another part of that is always having Blue Stake mark the location of utilities and when there is still uncertainty, we schedule a meeting with a Blue Stake representative to examine the trouble spots. Breinholt will self-perform all demolition work and will supply all equipment needed. Occasionally when Breinholt has an excessive amount of trucking work, they will hire an independent trucker to haul materials to the landfill. Breinholt is excited about making this project a success for the City.

Engineering Individual Solutions

Appendix A
Vendor Information Form

ATC ASSOCIATES INC.
www.atcassociates.com

III. VENDOR INFORMATION FORM

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

ATC Associates Inc.
VENDOR SUBMITTING SOQ

46-0399408
FEDERAL TAX ID NUMBER

James C. Kirschner
VP of West Region
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

9185 South Farmer Avenue
Suite 107
ADDRESS

480-355-4664 480-894-2497
TELEPHONE FAX #

Tempe, Arizona 85284
CITY STATE ZIP

September 24, 2009
DATE

WEB SITE: www.atcassociates.com

EMAIL ADDRESS: julia.sager@atcassociates.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES ENTERPRISES AND LABOR SURPLUS AREA FIRMS (check appropriate item):

_____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Labor Surplus Area Firms (LSAF)

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.

Engineering Individual Solutions

Appendix B
Financial Statements

ATC ASSOCIATES INC.
www.atcassociates.com

ATC Group Holdings, Inc. and Subsidiaries

Consolidated Financial Statements as of and for the Years Ended February 28, 2009 and February 29, 2008, and Independent Auditors' Report

Deloitte.

Deloitte & Touche LLP
200 Berkeley Street
13th Floor
Boston, MA 02116
USA

Tel: +1 617 437 2000
Fax: +1 617 437 2111
www.deloitte.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of
ATC Group Holdings, Inc. and Subsidiaries
Woburn, Massachusetts

We have audited the accompanying consolidated balance sheets of ATC Group Holdings, Inc. and subsidiaries (the "Company") as of February 28, 2009 and February 29, 2008, and the related consolidated statements of operations, stockholders' deficiency, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of February 28, 2009 and February 29, 2008, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Deloitte & Touche LLP

May 28, 2009

ATC GROUP HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
AS OF FEBRUARY 28, 2009 AND FEBRUARY 29, 2008
(In thousands, except share and per-share amounts)

	2009	2008
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 424	$ 225
Restricted cash	17	17
Trade accounts receivable — less allowances for doubtful accounts ($2,092 in 2009 and $1,801 in 2008)	33,026	38,254
Unbilled receivables	15,654	16,788
Prepaid expenses and other current assets	1,676	1,426
Total current assets	50,797	56,710
PROPERTY AND EQUIPMENT — Net	3,622	4,389
REORGANIZATION VALUE	7,828	8,113
DEBT ISSUANCE COSTS — Net of accumulated amortization ($1,324 in 2009 and $946 in 2008)	646	1,024
DEFERRED INCOME TAXES	135	326
OTHER ASSETS	848	965
TOTAL	$ 63,876	$ 71,527
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
CURRENT LIABILITIES:		
Current maturities of long-term debt	$ 4,910	$ 3,065
Accounts payable	10,976	14,987
Accrued compensation	9,661	12,079
Income taxes payable	2,628	3,548
Deferred income taxes	1,972	1,698
Other accrued expenses	3,632	4,515
Total current liabilities	33,779	39,892
LONG-TERM DEBT — Less current maturities	19,757	25,167
SENIOR SUBORDINATED NOTES	28,563	27,272
OTHER LONG-TERM LIABILITIES	287	345
Total liabilities	82,386	92,676
COMMITMENTS AND CONTINGENCIES (Note 6)		
STOCKHOLDERS' DEFICIENCY:		
Common stock, par value $0.01 per share — authorized, 2,000,000 shares; issued and outstanding, 1,143,768 shares	11	11
Capital deficiency	(27,997)	(27,997)
Retained earnings	9,476	6,837
Total stockholders' deficiency	(18,510)	(21,149)
TOTAL	$ 63,876	$ 71,527

See notes to consolidated financial statements.

ATC GROUP HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED FEBRUARY 28, 2009 AND FEBRUARY 29, 2008
(In thousands)

	2009	2008
REVENUE	$ 198,545	$ 209,817
REIMBURSABLE COSTS	58,337	64,253
NET REVENUE	140,208	145,564
COST OF NET REVENUE	53,843	54,868
GROSS PROFIT	86,365	90,696
OPERATING EXPENSES — Selling, general, and administrative	73,950	76,264
OPERATING INCOME	12,415	14,432
NONOPERATING EXPENSES (INCOME) :		
Interest expense	8,436	9,479
Interest income	(19)	(34)
Other — net	(444)	(313)
Total nonoperating expenses	7,973	9,132
INCOME BEFORE INCOME TAXES	4,442	5,300
INCOME TAX PROVISION	1,803	2,270
NET INCOME	$ 2,639	$ 3,030

See notes to consolidated financial statements.

ATC GROUP HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIENCY
FOR THE YEARS ENDED FEBRUARY 28, 2009 AND FEBRUARY 29, 2008
(In thousands, except share amounts)

	Common Stock		Additional Paid-In Capital (Capital Deficiency)	Retained Earnings	Total
	Shares	Amount			
BALANCE — March 1, 2007	1,143,768	$ 11	$ (27,997)	$ 3,807	$ (24,179)
Net income				3,030	3,030
BALANCE — February 29, 2008	1,143,768	11	(27,997)	6,837	(21,149)
Net income				2,639	2,639
BALANCE — February 28, 2009	1,143,768	$ 11	$ (27,997)	$ 9,476	$ (18,510)

See notes to consolidated financial statements.

ATC GROUP HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2009 AND FEBRUARY 29, 2008
(In thousands)

	2009	2008
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 2,639	$ 3,030
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and leasehold amortization	2,098	2,158
Amortization of debt issuance costs	378	378
Provision for bad debts	1,133	1,116
Gain on disposal of assets	(444)	(314)
Deferred income taxes	465	(645)
Changes in operating assets and liabilities:		
Trade accounts receivable and unbilled receivables	5,229	(6,508)
Prepaid expenses and other assets	231	(50)
Accounts payable and other liabilities	(6,079)	3,727
Income taxes payable	(920)	1,186
Net cash provided by operating activities	4,730	4,078
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(1,358)	(1,938)
Proceeds from disposals of property and equipment	471	349
Net cash used in investing activities	(887)	(1,589)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds (payments) on short-term note — net	(21)	21
Proceeds (payments) on revolving credit facility	(500)	500
Deferred financing fees	(79)	
Payments on long-term debt	(3,044)	(3,003)
Net cash used in financing activities	(3,644)	(2,482)
INCREASE IN CASH AND CASH EQUIVALENTS	199	7
CASH AND CASH EQUIVALENTS — Beginning of year	225	218
CASH AND CASH EQUIVALENTS — End of year	$ 424	$ 225

See notes to consolidated financial statements.

1. NATURE OF BUSINESS

Nature of Business — ATC Group Holdings, Inc. and subsidiaries (ATC or the "Company") is a national firm that provides technical and project management services relating to environmental consulting. The Company provides environmental and geotechnical engineering services, environmental consulting services, construction materials testing, and analytical testing.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation — The consolidated financial statements include the accounts of ATC Group Holdings, Inc. and all of its subsidiaries which are wholly owned: ATC Services and ATC New Mexico, LLC. All intercompany accounts and transactions have been eliminated.

The Company has three variable interest entities which have been consolidated in the financial statements. These entities exist for the sole purpose of complying with state regulatory requirements for engineering work in specific states. The Company has an obligation to absorb any losses of the entities under the administrative service agreement which exists between the parties. The variable interest entities are ATC Associates of North Carolina, P.C.; ATC Engineering LLP; and ATC Engineering of Michigan, LP. These entities do not have any employees of their own. ATC provides labor, billing, and payable services, and other support services for these entities. The revenue, expenses, assets, and liabilities of these entities are not material to the overall consolidated financial statements of ATC.

Use of Estimates — The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The primary estimates relate to collectibility of trade and unbilled accounts receivable and fair value of reorganization value.

Revenue Recognition — Revenue is recognized as services are performed in accordance with the terms of a contract. Revenue associated with fixed fee arrangements is recorded using a proportional performance model, which compares time incurred to time anticipated for the entire engagement. Changes to anticipated time to be incurred are treated as differences in accounting estimates in the period in which a change is identified. The Company generally contracts for services to customers based on either a fixed fee or hourly rates. Expenses associated with performance of work are generally reimbursed with a markup depending on contractual terms.

Credit Risk and Financial Instruments — Financial instruments which potentially subject the Company to concentrations of credit risk are primarily cash and cash equivalents and accounts receivable. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of customers, the proportion of receivables from governmental entities, and dispersion across geographic areas and industries served.

The Company's largest customer accounted for 6.0% and 8.6% of net sales and 4.0% and 12.5% of the gross accounts receivable balance in 2009 and 2008, respectively.

Cash and Cash Equivalents — The Company considers all commercial paper, money market funds, and certificates of deposit purchased with a maturity of three months or less at the date of purchase to be cash equivalents.

Restricted Cash — The Company has restricted cash pursuant to the issuance of surety bonds for the benefit of the Company. These bonds were issued in favor of various obligees in order to guarantee the Company's obligations under certain contracts.

Unbilled Receivables — Unbilled receivables represent unbilled services and reimbursable expenses associated with ongoing projects.

Receivables Subject to Financing Arrangements — The Company has a contract with a financing company to sell certain receivables to the financing company for cash. Receivables sold as part of the arrangement are solely related to state trust funds with extended payment cycles. The transactions in the arrangement meet the criteria for treatment as a sale of the receivables. Consistent with the terms of the contract, only the outstanding balances to the financing company are presented. Accrued expenses of $655 and $606 as of February 28, 2009 and February 29, 2008, respectively, and deferred financing costs of $179 and $259 as of February 28, 2009 and February 29, 2008, respectively, related to the sales arrangement have been deducted from the trade accounts receivable balance.

Property and Equipment — Property and equipment are carried at depreciated cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Office and computer equipment	3–5 years
Transportation equipment	4–5 years
Laboratory and field equipment	5–7 years
Leasehold improvements	Lesser of useful life or life of lease

Reorganization Value — The reorganized value of the Company was determined by management and incorporated third-party stock transactions occurring in close proximity to April 27, 2000, the date of the Company's emergence from bankruptcy.

Current assets were recorded at their historical carrying value, which approximated fair value. The Company recorded property, plant, and equipment at their net book values in the hands of the predecessor company, which management believed approximated the fair value of the assets on April 27, 2000. The portion of the reorganization value which could not be attributed to specific tangible or identifiable intangible assets was recorded as reorganization value. Reorganization value is analogous to goodwill generated in a business combination. In 2003, the Company changed its method of accounting for goodwill and reorganization value and discontinued amortization.

Impairment of Long-Lived Assets — The Company reviews for the potential impairment of long-lived assets, including reorganization value, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of an asset and its disposition value is less than the carrying amount. Reorganization value is tested for impairment at least annually by comparing the estimated fair value of the asset to its carrying value. No adjustments to long-lived assets or reorganization value related to impairment have been identified to date.

Income Taxes — The liability method is used to measure deferred tax assets and liabilities based on temporary differences between the bases of the Company's assets and liabilities for book and tax purposes existing at each balance sheet date and for loss carryforwards using enacted tax rates.

Stock-Based Compensation — The Company awards options under the provision of the 2000 Stock Option Plan. The plan provides for grants of options to purchase a maximum of 140,479 shares to directors, officers, employees, and consultants. Options issued under the stock option plan have a term of 10 years and vest 3 years from the grant date.

ATC elected to adopt the modified prospective method under Financial Accounting Standards Board (FASB) Statement No. 123(R), which requires that the new guidance be applied to the unvested portion of all outstanding stock option grants as of March 1, 2006, and to new grants after that date. As of March 1, 2006, there were no options outstanding. In May 2006, the Company issued 31,474 options to certain officers of the Company or its subsidiaries under the Plan. The fair value of the options at the grant date for awards under the Plan was immaterial. No options were issued for fiscal years 2009 and 2008.

Recently Issued Accounting Pronouncements — In September 2006, the FASB issued FASB Statement No. 157, *Fair Value Measurements*. FASB Statement No. 157 defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. FASB Statement No. 157 is applicable in cases when assets or liabilities are to be measured at fair value and is effective for the Company in fiscal 2009. However, in February 2008, the FASB decided that an entity need not apply this standard to nonfinancial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a nonrecurring basis until the subsequent year. Accordingly, the adoption of this standard on March 1, 2008, is limited to financial assets and liabilities. The adoption of FASB Statement No. 157 had no impact on its consolidated financial statements.

In February 2007, the FASB issued FASB Statement No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities — including an amendment of FASB Statement No. 115*. Under FASB Statement No. 159, the Company may elect to report financial instruments and certain other items at fair value on a contract-by-contract basis with changes in value reported in earnings. This election is irrevocable. FASB Statement No. 159 is effective for the Company in fiscal 2009. The Company has not elected the fair value option for any of its financial instruments.

In December 2007, the FASB issued FASB Statement No. 160, *Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51*. FASB Statement No. 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary for the deconsolidation of a subsidiary. FASB Statement No. 160 is effective for the Company in fiscal 2010. The Company is assessing the impact of FASB Statement No. 160 on its consolidated financial statements.

In December 2007, the FASB issued FASB Statement No. 141(R), *Business Combinations*. FASB Statement No. 141(R) establishes principles and requirements for how the acquirer of a business recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree. FASB Statement No. 141(R) also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statement to evaluate the nature and financial effects of the business combination. FASB Statement No. 141(R) is effective for financial statements issued for fiscal years beginning after December 15, 2008. The Company will apply the standard to all acquisitions after March 1, 2009.

In July 2006, the FASB issued FASB Interpretation (FIN) No. 48, *Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement No. 109*. FIN No. 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109. FIN No. 48 addresses how an entity should recognize, measure, classify, and disclose in its financial statements uncertain tax positions that it has taken or expects to take in an income tax return. FIN No. 48 also provides guidance on derecognition, classification, interest and penalties, disclosure, and transition. FIN No. 48 is effective for the Company in fiscal 2010. The Company is currently evaluating the potential impact that the adoption of FIN No. 48 will have on its consolidated financial statements.

In June 2008, the FASB issued EITF Issue No. 07-5, *Determining Whether an Instrument (or an Embedded Feature) Is Indexed to an Entity's Own Stock* ("EITF Issue No. 07-5"). EITF Issue No. 07-5 provides that an entity should use a two-step approach to evaluate whether an equity-linked financial instrument (or embedded feature) is indexed to its own stock, including evaluating the instrument's contingent exercise and settlement provisions. It also clarifies the impact of foreign currency denominated strike prices and market-based employee stock option valuation instruments on the evaluation. EITF Issue No. 07-5 is effective for fiscal years beginning after December 15, 2008. The Company is assessing the impact of EITF Issue No. 07-5 on its consolidated financial statements.

3. PROPERTY AND EQUIPMENT

Property and equipment as of February 28, 2009 and February 29, 2008, consists of the following:

	2009	2008
Office and computer equipment	$ 5,176	$ 5,090
Laboratory and field equipment	5,208	4,709
Transportation equipment	152	113
Leasehold improvements	1,036	1,048
Construction in progress	60	71
	11,632	11,031
Less accumulated depreciation	(8,010)	(6,642)
Property and equipment — net	$ 3,622	$ 4,389

Included in property and equipment, capitalized leases as of February 28, 2009 and February 29, 2008, are as follows:

	2009	2008
Office equipment	$ 27	$ 27
Laboratory and field equipment		86
	27	113
Less accumulated depreciation	(19)	(99)
Property and equipment under capital leases — net	$ 8	$ 14

The capital leases for property and equipment have average lease terms of three to five years and contain bargain purchase options.

Depreciation and amortization expense related to property and equipment, including property and equipment classified as capitalized leases, totaled $2,098 and $2,158 for the fiscal years ended 2009 and 2008, respectively.

4. DEBT AND CREDIT AGREEMENTS

The summary of outstanding borrowings as of February 28, 2009 and February 29, 2008, is as follows:

	2009	2008
Term loan under the Company's credit facility	$ 24,660	$ 27,698
Revolving credit under the Company's credit facility		500
Note issued in connection with acquisition of business assets		21
Capital lease obligation with interest rate of 11.47%	7	13
	24,667	28,232
Less current maturities	(4,910)	(3,065)
Long-term debt — less current maturities	$ 19,757	$ 25,167
Senior Subordinated Notes due August 31, 2011	$ 21,832	$ 21,295
Senior Subordinated Notes due February 28, 2012	8,733	8,518
	30,565	29,813
Less debt discount	(2,002)	(2,541)
Senior Subordinated Notes	$ 28,563	$ 27,272

Credit Facility — On August 24, 2005, the Company executed a new $51,400 credit agreement with a $35,400 Senior Term Loan and a $16,000 Senior Revolving Credit Facility (the "New Facility") maturing on August 31, 2010. During the period from November 30 through January 31 of any given year, the revolving credit facility shall not exceed $12,500. Security for the New Facility is provided by a first-priority interest in substantially all of the Company's assets and a pledge of the stock of the Company's subsidiaries. The New Facility contains covenants with which the Company must comply, including certain earnings levels, fixed charge coverage, leverage, interest coverage, and reporting requirements. The Company is in compliance with all debt covenants as of February 28, 2009.

Loans under the New Facility bear interest at either the London InterBank Offered Rate (LIBOR) rate plus 3% or the prime rate plus 1.75%. Commitment fees of 0.5% per year are required, in addition to other customary fees. Interest is payable periodically from monthly to quarterly. The effective interest rate at February 28, 2009 and February 29, 2008, was 7.04% and 8.13%, respectively.

Asset Acquisition Note — During the year ended February 29, 2008, the Company issued a note in the amount of $120 in connection with the purchase of certain business assets. The note matured on April 25, 2008.

Senior Subordinated Notes — On August 24, 2005, the Company issued and sold $28,000 in Senior Subordinated Notes ($20,000 due August 31, 2011, and $8,000 due February 28, 2012) and warrants to purchase 251,072 shares of the Company's Class A common stock. The notes bear interest of 14.5% (12% paid quarterly in cash and 2.5% paid through an increase in the principal amount of the notes).

The warrants expire on August 31, 2011. The fair value of the warrants using the Black-Scholes option-pricing model was $3,452 using the following assumptions: no dividend yield, 1% volatility, risk-free rate of 4.06%, and a life of six years. The Company recorded the fair value of the warrants as additional paid-in capital and debt discount during 2006. The debt discount is being amortized to interest expense over the life of the Senior Subordinated Notes. For the years ended February 28, 2009 and February 29, 2008, $539 and $429, respectively, were amortized to interest expense.

Amounts due under the above debt and credit agreements as of February 28, 2009, are as follows:

Fiscal Years	
2010	$ 4,910
2011	19,757
2012	30,565

Fair Value — The fair value of the Company's outstanding borrowings approximates its carrying value at February 28, 2009 and February 29, 2008.

5. RELATED-PARTY TRANSACTIONS

During the years ended February 28, 2009 and February 29, 2008, the Company performed certain environmental consulting work for an affiliate of one of its principal stockholders and collected fees related to these services in the amount of $273 and $545, respectively. At February 28, 2009, there was an outstanding receivable balance of $72 related to these services.

6. COMMITMENTS AND CONTINGENCIES

Operating Lease Commitments — The Company leases office space, laboratory facilities, and automobiles under operating lease agreements and has options to renew most leases. These leases expire at varying dates through 2014. The Company also rents equipment on a job-by-job basis.

Minimum annual rental commitments as of February 28, 2009, are as follows:

Fiscal Years	
2010	$ 5,982
2011	4,558
2012	2,395
2013	841
2014	473
Total	$ 14,249

Rental expense associated with facility and equipment operating leases for fiscal years 2009 and 2008 was $9,021 and $8,683, respectively.

Other Liabilities — Other liabilities consist primarily of long-term lease commitments.

Other Matters — The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. Management currently believes that resolving these matters will not have a material adverse impact on the Company's consolidated financial position or results of operations beyond the amounts already provided in the consolidated financial statements.

7. INCOME TAXES

ATC and its wholly owned subsidiaries file a consolidated income tax return. The income tax provision for the years ended February 28, 2009 and February 29, 2008, consists of the following:

2009	Federal	State and Local	Total
Current	$ 972	$ 365	$ 1,337
Deferred	396	70	466
Total	$ 1,368	$ 435	$ 1,803
2008			
Current	$ 2,315	$ 600	$ 2,915
Deferred	(548)	(97)	(645)
Total	$ 1,767	$ 503	$ 2,270

Tax Contingencies — The Company has recorded reserves for taxes and associated interest in accordance with FASB Statement No. 5, *Accounting for Contingencies*, that may be payable in future years as a result of audits by tax authorities. Although the Company believes that the positions taken on previously filed tax returns are reasonable, the Company nevertheless has established tax and interest reserves in recognition that various taxing authorities may challenge certain of the positions taken by the Company. The tax contingency reserves are reviewed periodically and are adjusted as events occur that affect the estimated liability. The amount included in income taxes payable related to tax contingencies totaled $2,014 as of February 28, 2009 and February 29, 2008.

Deferred Taxes — The Company's income tax expense in the consolidated statements of operations differs from the amount obtained by applying the statutory federal income tax rate of 34% to pretax earnings due to the effect of state taxes (net of the federal tax benefit) and other items, such as reorganization value and certain permanent differences. The tax effects of temporary differences that give rise to a significant portion of deferred tax assets and liabilities as of February 28, 2009 and February 29, 2008, consist of the following:

	2009	2008
Deferred tax assets:		
Nondeductible liabilities	$ 2,047	$ 2,320
Nondeductible bad debt reserve	928	826
Capitalized reorganization costs	220	327
Total deferred tax assets	3,195	3,473
Deferred tax liabilities:		
Property and equipment	86	1
Prepaid expenses	160	96
Unbilled receivables	4,786	4,748
Total deferred tax liabilities	5,032	4,845
Net deferred tax liabilities	$(1,837)	$(1,372)

8. EMPLOYEE BENEFIT PLANS

The Company maintains employee savings plans which allow for voluntary contributions into designated investment funds by eligible employees. The Company may, at the discretion of its Board of Directors, make additional contributions to these plans. Total Company contributions related to these plans were $1,515 and $1,461 in fiscal years 2009 and 2008, respectively.

9. SUPPLEMENTAL INFORMATION

Supplemental cash flow information for the years ended February 28, 2009 and February 29, 2008, is as follows:

	2009	2008
Cash paid for interest	$6,915	$7,678
Cash paid for income taxes	2,262	1,704

* * * * * *

ATC Group Holdings, Inc. and Subsidiaries

Consolidated Financial Statements
as of and for the Years Ended
February 29, 2008 and February 28, 2007,
and Independent Auditors' Report

Deloitte.

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of
ATC Group Holdings, Inc. and Subsidiaries
Woburn, MA

We have audited the accompanying consolidated balance sheets of ATC Group Holdings, Inc. and subsidiaries (the "Company") as of February 29, 2008 and February 28, 2007, and the related consolidated statements of operations, stockholders' deficiency, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of February 29, 2008 and February 28, 2007, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Deloitte & Touche LLP

May 19, 2008

ATC GROUP HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
AS OF FEBRUARY 29, 2008 AND FEBRUARY 28, 2007
(In thousands, except share and per-share amounts)

	2008	2007
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 225	$ 218
Restricted cash	17	17
Trade accounts receivable — less allowances for doubtful accounts ($1,801 in 2008 and $2,083 in 2007)	38,254	32,958
Unbilled receivables — less allowances ($1,550 in 2008 and $1,856 in 2007)	16,788	16,692
Prepaid expenses and other current assets	1,426	1,301
Total current assets	56,710	51,186
PROPERTY AND EQUIPMENT — Net	4,389	4,644
REORGANIZATION VALUE	8,113	8,113
DEBT ISSUANCE COSTS — Net of accumulated amortization ($946 in 2008 and $568 in 2007)	1,024	1,402
DEFERRED INCOME TAXES	326	302
OTHER ASSETS	965	1,040
TOTAL	$ 71,527	$ 66,687
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
CURRENT LIABILITIES:		
Current maturities of long-term debt	$ 3,065	$ 3,003
Accounts payable	14,987	9,273
Accrued compensation	12,079	14,989
Income taxes payable	3,548	2,362
Deferred income taxes	1,698	2,319
Other accrued expenses	4,515	4,720
Total current liabilities	39,892	36,666
LONG-TERM DEBT — Less current maturities	25,167	27,711
SENIOR SUBORDINATED NOTES	27,272	26,109
OTHER LONG-TERM LIABILITIES	345	380
Total liabilities	92,676	90,866
COMMITMENTS AND CONTINGENCIES (Note 6)		
STOCKHOLDERS' DEFICIENCY:		
Common stock, par value $0.01 per share — authorized, 2,000,000 shares; issued and outstanding, 1,143,768 shares	11	11
Capital deficiency	(27,997)	(27,997)
Retained earnings	6,837	3,807
Total stockholders' deficiency	(21,149)	(24,179)
TOTAL	$ 71,527	$ 66,687

See notes to consolidated financial statements.

ATC GROUP HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED FEBRUARY 29, 2008 AND FEBRUARY 28, 2007
(In thousands)

	2008	2007
REVENUE	$209,817	$194,231
REIMBURSABLE COSTS	64,253	57,152
NET REVENUE	145,564	137,079
COST OF NET REVENUE	54,868	50,855
GROSS PROFIT	90,696	86,224
OPERATING EXPENSES — Selling, general, and administrative	76,264	72,481
OPERATING INCOME	14,432	13,743
NONOPERATING EXPENSES (INCOME):		
Interest expense	9,479	9,188
Interest income	(34)	(39)
Other — net	(313)	(296)
Total nonoperating expenses (income)	9,132	8,853
INCOME BEFORE INCOME TAXES	5,300	4,890
INCOME TAX PROVISION	2,270	2,051
NET INCOME	$ 3,030	$ 2,839

See notes to consolidated financial statements.

ATC GROUP HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIENCY
FOR THE YEARS ENDED FEBRUARY 29, 2008 AND FEBRUARY 28, 2007
(In thousands, except share amounts)

	Common Stock		Additional Paid-In Capital (Capital Deficiency)	Retained Earnings	Total
	Shares	Amount			
BALANCE — March 1, 2006	1,143,768	$ 11	$ (27,997)	$ 968	$ (27,018)
Net income				2,839	2,839
BALANCE — February 28, 2007	1,143,768	11	(27,997)	3,807	(24,179)
Net income				3,030	3,030
BALANCE — February 29, 2008	1,143,768	$ 11	$ (27,997)	$ 6,837	$ (21,149)

See notes to consolidated financial statements.

ATC GROUP HOLDINGS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 29, 2008 AND FEBRUARY 28, 2007
(In thousands)

	2008	2007
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 3,030	$ 2,839
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and leasehold amortization	2,158	2,003
Amortization of debt issuance costs	378	379
Provision for bad debts	1,116	463
Gain on disposal of assets	(314)	(296)
Deferred income taxes	(645)	1,358
Changes in operating assets and liabilities:		
Trade accounts receivable and unbilled receivables	(6,508)	(4,675)
Prepaid expenses and other current assets	(50)	460
Accounts payable and other liabilities	3,727	2,139
Income taxes payable	1,186	(1,181)
Net cash provided by operating activities	4,078	3,489
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(1,938)	(2,263)
Proceeds from disposals of property and equipment	349	368
Restricted cash		87
Net cash used in investing activities	(1,589)	(1,808)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds on short-term note — net	21	
Proceeds from revolving credit facility	500	
Payments on long-term debt	(3,003)	(3,595)
Net cash used in financing activities	(2,482)	(3,595)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	7	(1,914)
CASH AND CASH EQUIVALENTS — Beginning of year	218	2,132
CASH AND CASH EQUIVALENTS — End of year	$ 225	$ 218

See notes to consolidated financial statements.

1. NATURE OF BUSINESS

Nature of Business — ATC Group Holdings, Inc. and subsidiaries (ATC or the "Company") is a national firm that provides technical and project management services relating to environmental consulting. The Company provides environmental and geotechnical engineering services, environmental consulting services, construction materials testing, and analytical testing.

ATC Group Holdings, Inc. ("ATC Holdings"), a Delaware corporation, was organized on August 2, 2005, to enable its predecessor and now its wholly owned subsidiary, ATC Group Services Inc. ("ATC Services"), a Delaware corporation, to implement a holding company organizational structure. Effective August 17, 2005, ATC Services reorganized into a holding company structure, effected by a merger conducted pursuant to Section 251(g) of the General Corporation Law of the state of Delaware (the "Merger").

In conjunction with the recapitalization of the Company, the Company executed a new credit agreement and issued senior subordinated notes and warrants. The proceeds were used to pay off the obligations under the existing credit facility, fund a dividend to the Company's stockholders, and pay for expenses of the transaction.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation — The consolidated financial statements include the accounts of ATC Holdings and all of its subsidiaries which are wholly owned: ATC Services and ATC New Mexico, LLC. All intercompany accounts and transactions have been eliminated.

The Company has three variable interest entities which have been consolidated in the financial statements. These entities exist for the sole purpose of complying with state regulatory requirements for engineering work in specific states. The Company has an obligation to absorb any losses of the entities under the administrative service agreement which exists between the parties. The variable interest entities are ATC Associates of North Carolina, P.C.; ATC Engineering LLP; and ATC Engineering of Michigan, LP. These entities do not have any employees of their own. ATC provides labor, billing and payable services, and other support services for these entities. The revenue, expenses, assets, and liabilities of these entities are not material to the overall consolidated financial statements of ATC.

Use of Estimates — The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The primary estimates relate to collectibility of trade and unbilled accounts receivable and fair value of reorganization value.

Revenue Recognition — Revenue is recognized as services are performed in accordance with the terms of a contract. Revenue associated with fixed fee arrangements is recorded using a proportional

performance model, which compares time incurred to time anticipated for the entire engagement. Changes to anticipated time to be incurred are treated as differences in accounting estimates in the period in which a change is identified. The Company generally contracts for services to customers based on either a fixed fee or hourly rates. Expenses associated with performance of work are generally reimbursed with a markup depending on contractual terms.

Credit Risk and Financial Instruments — Financial instruments which potentially subject the Company to concentrations of credit risk are primarily accounts receivable. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of customers, the proportion of receivables from governmental entities, and dispersion across geographic areas and industries served.

The Company's largest customer accounted for 8.6% and 8.4% of net sales and 12.5% and 9.2% of gross accounts receivable in 2008 and 2007, respectively.

Cash and Cash Equivalents — The Company considers all commercial paper, money market funds, and certificates of deposit purchased with a maturity of three months or less at the date of purchase to be cash equivalents.

Restricted Cash — The Company has restricted cash pursuant to the issuance of surety bonds for the benefit of the Company. These bonds were issued in favor of various obligees in order to guarantee the Company's obligations under certain contracts.

Unbilled Receivables — Unbilled receivables represent unbilled services and reimbursable expenses associated with ongoing projects.

Receivables Subject to Financing Arrangements — The Company has a contract with a financing company to sell certain receivables to the financing company for cash. Receivables sold as part of the arrangement are solely related to state trust funds with extended payment cycles. The transactions in the arrangement meet the criteria for treatment as a sale of the receivables. Consistent with the terms of the contract, only the outstanding balances to the financing company are presented. Accrued expenses of $606 and $1,113 as of February 29, 2008 and February 28, 2007, respectively, and deferred financing costs of $259 and $314 as of February 29, 2008 and February 28, 2007, respectively, related to the sales arrangement have been deducted from the trade accounts receivable balance.

Property and Equipment — Property and equipment are carried at depreciated cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Office and computer equipment	5 years
Transportation equipment	4–5 years
Laboratory and field equipment	5–7 years
Leasehold improvements	Lesser of useful life or life of lease

Reorganization Value — The reorganized value of the Company was determined by management with assistance from its independent financial professionals and incorporated third-party stock transactions occurring in close proximity to April 27, 2000, the date of the Company's emergence from bankruptcy.

Current assets were recorded at their historical carrying value, which approximated fair value. The Company recorded property, plant, and equipment at their net book values in the hands of the predecessor company, which management believed approximated the fair value of the assets on April 27, 2000. The portion of the reorganization value which could not be attributed to specific tangible or identifiable intangible assets was recorded as reorganization value. Reorganization value is analogous

to goodwill generated in a business combination. In 2003, the Company changed its method of accounting for goodwill and reorganization value and discontinued amortization.

Impairment of Long-Lived Assets — The Company reviews for the potential impairment of long-lived assets, including reorganization value, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of an asset and its disposition value is less than the carrying amount. Reorganization value is tested for impairment at least annually by comparing the estimated fair value of the asset to its carrying value. No adjustments to long-lived assets or reorganization value related to impairment have been identified to date.

Income Taxes — The liability method is used to measure deferred tax assets and liabilities based on temporary differences between the bases of the Company's assets and liabilities for book and tax purposes existing at each balance sheet date and for loss carryforwards using enacted tax rates.

Stock-Based Compensation — The Company awards options under the provision of the 2000 Stock Option Plan. The plan provides for grants of options to purchase a maximum of 140,479 shares to directors, officers, employees, and consultants. Options issued under the stock option plan have a term of 10 years and vest 3 years from the grant date.

ATC elected to adopt the modified prospective method under FASB Statement No. 123(R), which requires that the new guidance be applied to the unvested portion of all outstanding stock option grants as of March 1, 2006, and to new grants after that date. As of March 1, 2006, there were no options outstanding. In May 2006, the Company issued 31,474 options to certain officers of the Company or its subsidiaries under the Plan. The fair value of the options at the grant date for awards under the Plan was immaterial. No options were issued for fiscal year 2008.

Recently Issued Accounting Pronouncements — In September 2006, the FASB issued FASB Statement No. 157, *Fair Value Measurements*. FASB Statement No. 157 defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. FASB Statement No. 157 is applicable in cases when assets or liabilities are to be measured at fair value and will be effective for the Company in fiscal 2009. However, in February 2008, the FASB decided that an entity need not apply this standard to nonfinancial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a nonrecurring basis until the subsequent year. Accordingly, the adoption of this standard on March 1, 2008, is limited to financial assets and liabilities. The Company is currently evaluating the potential impact that the adoption of FASB Statement No. 157 will have on its consolidated financial statements.

In February 2007, the FASB issued FASB Statement No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities — including an amendment of FASB Statement No. 115*. Under FASB Statement No. 159, the Company may elect to report financial instruments and certain other items at fair value on a contract-by-contract basis with changes in value reported in earnings. This election is irrevocable. FASB Statement No. 159 is effective for the Company commencing in fiscal 2009. The Company has not elected the fair value option for any of its financial instruments.

In December 2007, the FASB issued FASB Statement No. 160, *Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51*. FASB Statement No. 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary for the deconsolidation of a subsidiary. FASB Statement No. 160 is effective for the Company in fiscal 2009. The Company does not expect that the adoption of FASB Statement No. 160 will have an impact on its consolidated financial statements.

In December 2007, the FASB issued FASB Statement No. 141(R), *Business Combinations*. FASB Statement No. 141(R) establishes principles and requirements for how the acquirer of a business recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree. FASB Statement No. 141(R) also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statement to evaluate the nature and financial effects of the business combination. FASB Statement No. 141(R) is effective for financial statements issued for fiscal years beginning after December 15, 2008.

In July 2006, the FASB issued FASB Interpretation ("FIN") No. 48, *Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109*. FIN No. 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109. FIN No. 48 addresses how an entity should recognize, measure, classify, and disclose in its financial statements uncertain tax positions that it has taken or expects to take in an income tax return. FIN No. 48 also provides guidance on derecognition, classification, interest and penalties, disclosure, and transition. FIN No. 48 is effective for the Company in fiscal 2009. The Company is currently evaluating the potential impact that the adoption of FIN No. 48 will have on its consolidated financial statements.

In March 2008, the FASB issued FASB Statement No. 161, *Disclosures about Derivative Instruments and Hedging Activities — an amendment of FASB Statement No. 133*. FASB Statement No. 161 requires additional financial statement disclosure about derivative instruments and hedging activities. FASB Statement No. 161 is effective for financial statements issued for fiscal years beginning after November 15, 2008, with early application encouraged. The Company is currently evaluating the potential impact that the adoption of FASB Statement No. 161 will have on its consolidated financial statements.

3. PROPERTY AND EQUIPMENT

Property and equipment as of February 29, 2008 and February 28, 2007, consists of the following:

	2008	2007
Office and computer equipment	$ 5,090	$ 6,320
Laboratory and field equipment	4,709	4,156
Transportation equipment	113	3
Leasehold improvements	1,048	982
Construction in progress	71	22
	11,031	11,483
Less accumulated depreciation	(6,642)	(6,839)
Property and equipment — net	$ 4,389	$ 4,644

Included in property and equipment, capitalized leases as of February 29, 2008 and February 28, 2007, are as follows:

	2008	2007
Office equipment	$ 27	$ 27
Laboratory and field equipment	86	86
	113	113
Less accumulated depreciation	(99)	(87)
Property and equipment under capital leases — net	$ 14	$ 26

The capital leases for property and equipment have average lease terms of three to five years and contain bargain purchase options.

Depreciation expense related to property and equipment, including property and equipment classified as capitalized leases, totaled $2,158 and $2,003 for the fiscal years ended 2008 and 2007, respectively.

4. DEBT AND CREDIT AGREEMENTS

The summary of outstanding borrowings as of February 29, 2008 and February 28, 2007, is as follows:

	2008	2007
Term loan under the Company's credit facility	$ 27,698	$ 30,676
Revolving credit under the Company's credit facility	500	
Note issued in connection with acquisition of business assets	21	
Capital lease obligations with interest rates ranging from 7% to 13.82%	13	38
	28,232	30,714
Less current maturities	(3,065)	(3,003)
Long-term debt — less current maturities	$ 25,167	$ 27,711
Senior Subordinated Notes due August 31, 2011	$ 21,295	$ 20,771
Senior Subordinated Notes due February 28, 2012	8,518	8,308
	29,813	29,079
Less debt discount	(2,541)	(2,970)
Senior Subordinated Notes	$ 27,272	$ 26,109

Credit Facility — On August 24, 2005, the Company executed a new $51,400 credit agreement with a $35,400 Senior Term Loan and a $16,000 Senior Revolving Credit Facility (the "New Facility") maturing on August 31, 2010. During the period from November 30 through January 31 of any given year, the revolving credit facility shall not exceed $12,500. Security for the New Facility is provided by a first-priority interest in substantially all of the Company's assets and a pledge of the stock of the Company's subsidiaries. The New Facility contains covenants with which the Company must comply, including certain earnings levels, fixed charge coverage, leverage, interest coverage, and reporting requirements. The Company is in compliance with all debt covenants as of February 29, 2008.

Loans under the New Facility bear interest at either the London InterBank Offered Rate (LIBOR) rate plus 3% or the prime rate plus 1.75%. Commitment fees of 0.5% per year are required, in addition to other customary fees. Interest is payable periodically from monthly to quarterly. The effective interest rate at February 29, 2008 and February 28, 2007, was 8.13% and 8.39%, respectively.

Asset Acquisition Note — During the year ended February 29, 2008, the Company issued a note in the amount of $120 in connection with the purchase of certain business assets. The note bears interest at 7% per annum, requires monthly payment of principal and interest, and matured on April 25, 2008.

Senior Subordinated Notes — On August 24, 2005, the Company issued and sold $28,000 in Senior Subordinated Notes ($20,000 due August 31, 2011, and $8,000 due February 28, 2012) and warrants to purchase 251,072 shares of the Company's Class A common stock. The notes bear interest of 14.5% (12% paid quarterly in cash and 2.5% paid through an increase in the principal amount of the notes).

The warrants expire on August 31, 2011. The fair value of the warrants using the Black-Scholes option-pricing model was $3,452 using the following assumptions: no dividend yield, 1% volatility, risk-free rate of 4.06%, and a life of six years. The Company recorded the fair value of the warrants as additional paid-in capital and debt discount during 2006. The debt discount is being amortized to interest expense over the life of the Senior Subordinated Notes. For the years ended February 29, 2008 and February 28, 2007, $429 and $337, respectively, were amortized to interest expense.

Amounts due under the above debt and credit agreements as of February 29, 2008, are as follows:

Fiscal Years	
2009	$ 3,065
2010	3,478
2011	21,689
2012	28,000

Fair Value — The fair value of the Company's outstanding borrowings approximates its carrying value at February 29, 2008 and February 28, 2007.

5. RELATED-PARTY TRANSACTIONS

During the years ended February 29, 2008 and February 28, 2007, the Company performed certain environmental consulting work for an affiliate of one of its principal stockholders and collected fees related to these services in the amount of $545 and $756, respectively.

6. COMMITMENTS AND CONTINGENCIES

Operating Lease Commitments — The Company leases office space, laboratory facilities, and automobiles under operating lease agreements and has options to renew most leases. These leases expire at varying dates through 2014. The Company also rents equipment on a job-by-job basis.

Minimum annual rental commitments as of February 29, 2008, are as follows:

Fiscal Years	
2009	$ 5,498
2010	4,748
2011	3,772
2012	1,920
2013	556
2014	284
Total	$16,778

Rental expense associated with facility and equipment operating leases for fiscal years 2008 and 2007 was $8,683 and $7,827, respectively.

Other Liabilities — Other liabilities consist primarily of long-term lease commitments.

Other Matters — The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. Management currently believes that resolving these matters will not have a material adverse impact on the Company's consolidated financial position or results of operations beyond the amounts already provided in the consolidated financial statements.

7. INCOME TAXES

ATC and its wholly owned subsidiaries file a consolidated income tax return. The income tax provision for the years ended February 29, 2008 and February 28, 2007, consists of the following:

	Federal	State and Local	Total
2008			
Current	$2,315	$ 600	$2,915
Deferred	(548)	(97)	(645)
Total	$1,767	$ 503	$2,270
2007			
Current	$ 452	$ 241	$ 693
Deferred	1,153	205	1,358
Total	$1,605	$ 446	$2,051

Tax Contingencies — The Company has recorded reserves for taxes and associated interest in accordance with FASB Statement No. 5, *Accounting for Contingencies*, that may be payable in future years as a result of audits by tax authorities. Although the Company believes that the positions taken on previously filed tax returns are reasonable, the Company nevertheless has established tax and interest reserves in recognition that various taxing authorities may challenge certain of the positions taken by the Company. The tax contingency reserves are reviewed periodically and are adjusted as events occur that affect the estimated liability. The amount included in income taxes payable related to tax contingencies totaled $2,014 and $1,942 as of February 29, 2008 and February 28, 2007, respectively.

Deferred Taxes — The Company's income tax expense in the consolidated statements of operations differs from the amount obtained by applying the statutory federal income tax rate of 34% to pretax earnings due to the effect of state taxes (net of the federal tax benefit) and other items, such as reorganization value and certain permanent differences. The tax effects of temporary differences that give rise to a significant portion of deferred tax assets and liabilities as of February 29, 2008 and February 28, 2007, consist of the following:

	2008	2007
Deferred tax assets:		
Nondeductible liabilities	$ 2,320	$ 2,411
Nondeductible bad debt reserve	826	850
Capitalized reorganization costs	327	435
Total deferred tax assets	3,473	3,696
Deferred tax liabilities:		
Property and equipment	1	133
Prepaid expenses	96	235
Unbilled receivables	4,748	5,345
Total deferred tax liabilities	4,845	5,713
Net deferred tax liabilities	$ (1,372)	$ (2,017)

	2008	2007
Deferred tax assets:		
Nondeductible liabilities	$ 2,320	$ 2,411
Nondeductible bad debt reserve	826	850
Capitalized reorganization costs	327	435
Total deferred tax assets	3,473	3,696
Deferred tax liabilities:		
Property and equipment	1	133
Prepaid expenses	96	235
Unbilled receivables	4,748	5,345
Total deferred tax liabilities	4,845	5,713
Net deferred tax liabilities	$ (1,372)	$ (2,017)

8. EMPLOYEE BENEFIT PLANS

The Company maintains employee savings plans which allow for voluntary contributions into designated investment funds by eligible employees. The Company may, at the discretion of its Board of Directors, make additional contributions to these plans. Total Company contributions related to these plans were $1,461 and $1,325 in fiscal years 2008 and 2007, respectively.

9. SUPPLEMENTAL INFORMATION

Supplemental cash flow information for the years ended February 29, 2008 and February 28, 2007, is as follows:

	2008	2007
Cash paid for interest	$ 7,678	$ 7,357
Cash paid for income taxes	1,704	1,874

* * * * * *

Engineering Individual Solutions

Appendix C
Resumes

Julia Sager
Julie Powers
Amanda Leitzman
Whitney Hayes
Anita Carrano
Chad Bechtel
Virginia Rush
Harold E. Worthman
Ruth Ripol
Jim Santino
Devin L. Breinholt
Ricky Smith

ATC ASSOCIATES INC.
www.atcassociates.com

Highlights

- Certified Industrial Hygienist
- Certified Safety Professional
- Conducted thousands of industrial hygiene surveys for physical and chemical hazards in the petrochemical, aerospace, semiconductor, and hazardous waste industries
- More than 20 years experience in the comprehensive practice of industrial hygiene
- Experienced Quality Program Facilitator

Julia Sager, CIH, CSP

Program Manager

Professional Summary

Ms. Sager has 29 years of professional experience, beginning as a research chemist for a major petrochemical producer. Her background includes the evaluation of exposures to biological hazards, toxic metals, solvents, asbestos, lead, ethylene oxide and multiple other environmental contaminants. She brings more than 20 years of experience in the comprehensive practice of industrial hygiene and safety practice to her clients. Industries she has served include aerospace, semiconductor, public works, petrochemical and hazardous waste industries.

Relevant Experience

Noise, Ventilation System Evaluation, & Fiber Monitoring / Industrial Hygienist / Army Depot / Corpus Christi, TX
Provided noise and personal breathing zone monitoring for fibers, including asbestos, in response to union complaints associated with the advanced composite shop. Conducted concurrent local exhaust ventilation system evaluations and bulk sampling of the fibers found in the bag house to gather data for a mediation action.

Chromium VI Monitoring / Industrial Hygienist / Confidential Client / Van Nuys, CA
Served as an on-call Industrial Hygienist to address employee exposure concerns and help the client improve their safety status with OSHA compliance officers. Provided personal breathing zone monitoring for hexavalent chromium during spot-welding operations to assure employee well being.

Indoor Air Quality Complaint Investigations / Captive Industrial Hygiene Consultant / Corpus Christi Army Depot / Corpus Christi, TX
Addressed employee indoor air quality concerns related to health and safety through traditional industrial hygiene assessments in this large military industrial complex. Since Corpus Christi is a semi-tropical climate and the facility was aging, approximately 80% of complaints were found to be related to leaks or humidity control issues causing excessive mold growth. Investigations included a rash caused by fiberglass shedding within air handling equipment, odor problems related to poorly designed or improperly installed local exhaust ventilation systems which caused disruption of the HVAC in adjacent areas and one case of mass psychogenic illness.

Mold Investigation & Remediation Management / Senior Project Manager / Major National Home Builder / IN
Provided single point of contact to provide easy management and liability assessment for the client. Long-term project requiring initial assessment, remediation oversight and final project reporting for over 2,000 single family residences.

Health & Safety Plan Development / Certified Industrial Hygienist / Light Rail Project / Phoenix, AZ
Fulfilled multiple roles for the project including the site Certified

Industrial Hygienist. Established a sampling protocol for monitoring employee exposure to chemicals from contaminated soils, conducted a tailgate training session for the workers and prepared sampling reports transmitting the results and the findings therein.

Hurricane Katrina Storm Damage & Mold / Senior Project Manager / Hospitals / New Orleans Area, LA
Set up the assessment protocols and data management systems that allowed cataloguing and reporting of over 20,000 photographs per week, with associated observational data, for a period of approximately three months.

Benzene Assessment / Project Manager / Petroleum / Tempe, AZ
Acted on behalf of the client to assure a safe environment for employees and provided information to employees to maintain that safety. Conducted breathing zone sampling for benzene.

Professional Qualifications

- Certified Industrial Hygienist (ABIH #5022, 1990)
- Certified Safety Professional (BCSP #20901)

Education

Southwest Texas State University, San Marcos, TX
B.S., Chemistry, 1980

Recent Papers and Seminars

- "Data Integrity and Productivity in Industrial Hygiene Computer Applications", Presented to AIHCE, Toronto, Canada, 1999
- Instructor for "Industrial Hygiene for the Occupational Health Nurse," AAOHN Conference and Expo, Orlando, Fl 2009
- Behavior-Based Safety Training, APWA Nevada, 2009
- Case Study: FRP Pipe Joins in Confined Space, APWA NV 2009
- Instructor for Solving Water Intrusion and Mold Problems Seminar, Lorman Education Services, Reno, NV, August 25, 2005
- Instructor for "Mold in the Hospital Setting," seminar for health care facilities, multiple dates 2005

Professional Memberships

- American Board of Industrial Hygiene (#5022)
- American Industrial Hygiene Association (#19836)
- American Academy of Industrial Hygiene
- Indoor Air Quality Association
- American Society of Safety Engineers

Julie M. Powers, REA

Senior Project Manager

Highlights

"Julie, Thank you for all of your help with all of our acquisitions." – **Russ Scaramella, Owner/President – Arizona Oil Holdings LLC and Georgia Oil Holdings LLC**

Professional Summary

Ms. Powers has experience in the environmental industry since 1994. Ms. Powers's specific experience includes managing and performing Phase I and II ESAs, property condition assessments (PCAs), drywell investigation sampling plans and decommissioning activities, preparing Aquifer Protection Permit (APP) applications, Best Management Practices Plans (BMPPs), all of which included performing site reconnaissance, historical research, interviews of on-site personnel, data interpretation and technical report preparation of written reports to clients and federal, state and local regulatory agencies. Ms. Powers has experience in radon surveys, visual water intrusion/mold inspections, lead based paint sampling, comprehensive asbestos surveys, limited (IAQ) evaluations, facility audits, site decommissioning/close-out activities and has assisted with soil and groundwater remedial activities. Ms. Powers has performed site supervision during geotechnical, magnetometer, ground penetrating radar (GPR), soil gas surveys and environmental drilling activities including logging soil borings and collection of air, soil and groundwater samples.

Ms. Powers currently serves as the Due Diligence and Building Sciences Group Manager, where she is responsible for managing and scheduling all Phase I ESA and PCA work for the Tempe office. Additionally, Ms. Powers performs technical reviews of Phase I ESAs, PCAs, operations and maintenance (O&M) plans for asbestos and trains new staff in these areas. Ms. Powers serves as the client manager for an annual service contract with the City of Phoenix Engineering and Architectural Services Department and maintains relationships with internal ATC National Client Managers and local clients.

Relevant Experience

Phase I ESA, Asbestos and Lead Based Paint Survey / U Store It Trust / Phoenix, AZ. Served as Project Manager to identify potential environmental liabilities at the residence that is on the site of a 440 unit self storage facility on 2.06 acres. A standard Phase I site assessment was conducted along with an asbestos and a lead-based paint survey. Bulk asbestos samples were collected from walls and the popcorn ceiling and analyzed using Polarized Light Microscopy. Two of the samples tested positive for asbestos, but the condition of the materials were good so a recommendation was made to implement an operations and maintenance program at the property. Samples were collected from concrete masonry walls and a doorway and analyzed for presence of lead based paint using the Test Method for Evaluating Solid Waste SW86 305b/7420 by Atomic Absorption Spectrometer (AAS). Results of these analyses were negative for lead based paint.

Phase I ESA / Biltmore Bank of Arizona / Mesa, AZ. Served as Project Manager to conduct a Phase I ESA. During the investigation, it was discovered that an abandoned semi-lined disposal pond (approximately 30ft x 40ft x 6ft), which was reportedly used for on-site disposal of ore processing waste and water from a previous tenant. The disposal pond has now been covered by a concrete slab. Surface soil samples taken from the disposal pond in 1992 indicated observed releases of lead, arsenic, cadmium, chromium and mercury. Surface soil samples taken from the disposal pond (ten feet below surface) in 2003 indicated

observed releases of 1,2-dibromo-3-dichloropropane (DBCP). The following recommendation to the client was: "Because observed releases occurred at the property and are now covered by concrete, should the property be redeveloped and occupied by sensitive receptors (i.e. schools, day care centers, or residential development) or the concrete in the area of the evaporation pond removed, ADEQ should be contacted to determine if further regulatory action will be required."

Phase I ESA, Noise Assessment / State of Arizona School Facilities Board / Vail, AZ. Served as Project Manager to evaluate a proposed site for a new school in Vail, Arizona. This 10 acre site is in a remote area and potential concerns included impact from past agricultural activities. A standard Phase I with historical records search, noise survey and soil sample for pesticides and herbicides we performed under the AAI/ASTM E1527-05. The investigation resulted in no recognized environmental concerns and the School Board was able to move forward with construction of the new school.

Limited Asbestos Sampling / Bank of America, Jones Lang LaSalle, Office Suite Signage Areas / Scottsdale, AZ. The purpose of this survey was to determine the asbestos content of building materials which may be impacted by the installation of new signage in a common area and a suite occupied by Bank of America. Limited bulk asbestos sampling was performed and bulk samples submitted to the analytical laboratory.

Professional Qualifications

- Registered Environmental Assessor (CA, #07148, 1998)
- OSHA 40-Hour Hazardous Materials Training, 1994
- OSHA 8-HAZMAT Training Refresher, 1995-2010
- OSHA 30-Hour Construction Safety & Health Training, 1995
- 8-Hour Current Understanding and Advances in Mold Assessment, Sampling and Analysis, 2006
- 20-Hour Microbial Investigator/Consultant Training, 2006
- EPA Certified Lead Inspector/Risk Assessor, 2006-2012
- EPA AHERA Certified Building Inspector, 1995-2010
- EPA AHERA Certified Management Planner, 1995-2010
- EPA AHERA Certified Contractor Supervisor, 2007-2010
- Radon - Residential Measurement Provider, 2007-2011 (NEHA NRPP ID 104320RT)
- Niton XRF Analyzer, Manufacturer Certificate of Training, 2007

Education

Arizona State University, Tempe, AZ
B.S., Construction, 1993

Ottawa University, Phoenix, AZ
M.B.A., Business Administration, 2005

Amanda Leitzman

Project Manager

Professional Summary

Ms. Leitzman's environmental background began in 2000 and encompasses all facets of Phase I Environmental Site Assessment (ESA) activities, including project management, historical and regulatory research, site inspections and final report preparation. Her experience also includes a background in indoor air quality concentrating in microbial project management, investigations, remediation oversight, clearance sampling and training program development, as well as sampling for asbestos to meet National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements. Her education in Global Business, concentrating in Leadership and Management, provides her with the understanding of financial and business concerns that all companies and clients face, which offers a professional balance to her environmental knowledge. Currently, Ms. Leitzman's responsibilities at ATC Associates include conducting and managing Phase I ESAs and assisting the department with asbestos-, lead- and microbial-related projects, as needed.

Relevant Experience

Environmental Site Assessment

Phase I ESA / Client Confidential / AZ. This project was part of a three-project portfolio designed to redevelop three vacant lots of the former Motorola facility, which is part of a National Priorities List (NPL) site. Ms. Leitzman was responsible for performing the site inspection and report preparation for one of the three parcels included in the portfolio.

Phase I ESA / Client Confidential / AZ. For this project, Ms. Leitzman was involved in the site inspection and report preparation for an abandoned metal shredding and recycling facility located in central Phoenix. This project was complex, as the site was littered with metal fluff and debris and had numerous environmentally sensitive features. A Phase II Environmental Site Investigation was recommended as a result of the inspection.

Phase I ESA / Client Confidential / AZ. This seven-project portfolio included seven Phase I ESAs performed on a large hotel/motel chain throughout Arizona. Ms. Leitzman's role in this portfolio involved the inspection, historical research and report preparation for five of the seven projects.

Asbestos

NESHAP Sampling / SmithGroup / Phoenix, AZ. This project was part of the redevelopment of downtown Phoenix to provide student housing for the Arizona State University Downtown Campus. Four structures were to be demolished on half of a city block and, therefore, required identification of and sampling for asbestos containing materials to file proper NESHAP paperwork. Ms. Leitzman assisted in performing the sampling and prepared all documentation and final reports required by the client.

Microbial

Mold Remediation Clearance / Precision Water Remediation /

Glendale, AZ. The client is a mold remediation contractor that provided remediation services for multiple large home-builder clients in Arizona. Ms. Leitzman acted as project manager and conducted nearly all of the clearance inspection and sampling events performed for these projects. The contract was long-term and indefinite.

Mold Remediation Clearance / Maracay Homes / Scottsdale, AZ. The client is a semi-custom home-builder in Arizona that offered pre-treated basements for home-buyers. Ms. Leitzman acted as project manager and conducted confirmation sampling of the basements after they were treated by a patented microbial pre-treatment process by a professional mold remediation company; Ms. Leitzman provided confirmation sampling to ensure the levels of mold spores in the basements after treatment were acceptable. The contract was long-term and indefinite.

Mold Training / Professional Institute of Real Estate / Scottsdale, AZ. Ms. Leitzman developed two mold training classes for this real estate licensing school. The first was an introductory course for pre-licensing students and the second was designed to meet the qualifications of a state-approved three continuing education unit course required to maintain licensing of practicing realtors. Once developed, Ms. Leitzman instructed the courses at three locations in metropolitan Phoenix.

Professional Qualifications

- Council Certified Residential Mold Inspector (AZ, #12798, 2004)
- Council Certified Indoor Environmentalist (AZ, #0605099, 2006)
- EPA AHERA Certified Building Inspector (AZ, #D9412, 2007)
- EPA AHERA Certified Management Planner (AZ, #D9422, 2007)
- EPA-Certified Lead Risk Assessor (AZ, #AZ-R-15630-1, 2007)

Education

Arizona State University, Tempe, AZ
B.S., Global Business, 2007

Professional Activities

- Indoor Air Quality Association (IAQA)

Whitney Schwisow Hayes

Staff Scientist

Highlights

- Experience and training in industrial hygiene workplace assessments
- Five years experience
- Excellent organizational and communication skills

Professional Summary

Whitney began her professional career in 2004 and has nearly five years varied experience in the environmental and industrial hygiene field. Her current project management duties include determining the scope of work; cost estimating; securing required regulatory permits; and managing client interactions. Ms. Hayes conducts or assists with industrial hygiene projects, microbial investigations and assessments, leaking underground storage tank (LUST) site assessment and remediation projects, Regulated Waste Plans, and securing regulatory air permits for various clients. In addition, she writes technical reports for field investigations.

Relevant Experience

Industrial Hygiene Experience

Manhole Investigation/ Private Client /Prescott, Arizona. Characterization of the potential exposure to a variety of hazardous chemicals associated with a former wood treatment facility was requested. Ms. Hayes conducted field investigations of three manholes, using a combination of air monitoring, water sampling, and tape sampling to determine the presence of any harmful chemicals.

Bank of America / Multiple locations, Arizona. Ms. Hayes assisted in the preparation of an *Asbestos Operation and Maintenance Plan* for two facilities. Ms. Hayes also assisted in the preparation of *Regulated Waste Management Plans* for two facilities.

Chromium IV Monitoring / Confidential Client / Tempe, AZ. Ms. Hayes conducted an industrial hygiene assessment at a local manufacturing facility in order to determine the employee exposures of hexavalent chromium and isocyanates associated with paint and cadmium associated with abrasive parts blasting/sanding. In addition, the face velocity of a walk-in paint booth was evaluated for air distribution.

Benzene Exposure Assessment/ Private Client/ Arizona. Preparation of a Benzene Exposure Assessment Report for Gasoline Maintenance Technicians and Stage II Vapor Recovery Testing Technicians. Ms. Hayes conducted benzene awareness training courses for affected employees to discuss the sampling results and ways to decrease employee exposure in the future.

Air Quality Permit Experience

Bank of America / Multiple locations, Arizona. Preparation of *Non-Title V Air Quality Permit* for emergency generator use at two facilities in Arizona.

Asbestos Inspection and Abatement Oversight Experience

Multiple Clients. Conducted numerous limited and comprehensive asbestos surveys in occupied buildings that were scheduled for renovation.

Petroleum Experience

ConocoPhillips Company / Arizona. Served as a Field Geologist for over 20 LUST facilities in Arizona. Responsible for subcontractor management, field work, and report preparation. Duties include soil sampling, groundwater monitoring and sampling, well installation and well abandonment.

Spill Prevention, Control and Countermeasures (SPCC) Experience

Multiple Clients. *Ms*. Hayes has prepared Tier I and Tier II SPCC Plans for various national clients, including: L3 Communications, Payson Concrete & Materials, Qwest Communications, Target Corporation and Verizon Business. In addition, Ms. Hayes prepared two separate *Integrated Contingency Plans* (ICP), including a *SPCC Plan,* for a large retail distribution facility in Phoenix and a large online fulfillment center in Tucson, Arizona.

Storm Water Pollution Prevention Plan Experience

Target Corporation. Prepared three comprehensive *Storm Water Pollution Prevention Plans* (SWPPP) for distribution facilities.

Professional Qualifications

- HAZWOPER 40-Hour. *E.T.C. Compliance Solutions*. 2006.
- Environmental On-Call Orientation Training. *Arizona Department of Transportation*. 2006.
- HAZWOPER 8-Hour Refresher. ASU Office of Environmental Technology. 2007.
- National Environmental Policy Act (NEPA) and Transportation Decision Making (24-Hour Course). *National Highway Institute*. 2007.
- American Red Cross First Aid and CPR Training, 2007.
- HAZWOPER 8-Hour Refresher. *ATC Associates, Inc*., 2008.
- Mold, Bacteria, Asbestos, Radon, Industrial Hygiene Sampling Techniques & Data Interpretation. *EMLab P&K*. 2008.
- EPA-Certified AHERA Building Inspector #D 12728. *The Asbestos Institute*. July 2008.
- American Red Cross CPR Training, February 2009.

Education

James Madison University
B.S., Chemistry. Concentration in Business and Economics, 2004

Anita Carrano

Staff Scientist

Professional Summary

Ms. Carrano has worked in the Environmental Consulting Industry for over eight years. Her experience includes, but is not limited to, large database maintenance, report production, data interpretation and comprehensive report writing. Ms. Carrano also has experience conducting Phase I Environmental Site Assessments projects, including historical research, interviews, regulatory database interpretation, site inspections and final report preparation. Ms. Carrano has assisted in asbestos inspections for LEED certification and NESHAP requirements.

Relevant Experience

Phase I ESAs / City of Phoenix / Community Noise Reduction Program and Light Rail Transportation Projects / Phoenix, AZ. Ms. Carrano served as Task Manager to evaluate various residential and right-of-way properties in Phoenix, Arizona. Ms. Carrano's role in this work involved assisting in the inspection, regulatory database interpretation, historical research, interviews, and report preparation for the Phase I ESAs in accordance with the AAI/ASTM E1527-05 guidelines. Most investigations resulted in no significant recognized environmental conditions being identified.

Phase I ESA / Arizona Oil Holdings / Various Cities, AZ. Ms. Carrano was involved in a 14 site portfolio of gasoline stations throughout the State of Arizona. Ms. Carrano performed two Phase I ESAs in their entirety.

Environmental Transaction Screens / Target Commercial Interiors / Various Cities, AZ. Ms. Carrano was part of a team that conducted transaction screens for a portfolio of six furniture retailers and distributors located throughout Metropolitan Phoenix. Ms. Carrano's role involved the site inspection, historical research, regulatory data review and report preparation for one of the properties, which was located in a historically industrial area.

Professional Qualifications

- EPA AHERA Certified Building Inspector (State, #, Year; State, #, Year)
- EPA AHERA Certified Contractor/Supervisor (

Education

Arizona State University, Tempe, AZ
B.S., Conservation Biology, 2007

Chad Bechtel, G.I.T.

Staff Scientist

Professional Summary

Mr. Bechtel's environmental background began in 2005 and encompasses all facets of Phase I Environmental Site Assessment (ESA) activities, including historical and regulatory research, site inspections, and final report preparation. His experience also includes sampling for asbestos to meet **National Emissions Standards for Hazardous Air Pollutants** (NESHAP) requirements and abatement oversight. Currently, Mr. Bechtel's responsibilities at ATC Associates include conducting and managing Phase I ESAs and assisting the department with asbestos, lead, and microbial-related projects, as needed. Mr. Bechtel's specific area of expertise is in complex projects involving commercial and industrial real estate where site operations involve or historically involved environmentally sensitive processes.

Relevant Experience

Environmental Site Assessment

Phase I ESA / City of Phoenix – Community Noise Reduction Program and Light Rail Transportation Projects / Phoenix, AZ.

Mr. Bechtel served as Task Manager to evaluate various residential and right-of-way properties in Phoenix, Arizona. Mr. Bechtel's role in this work involved assisting in the inspection, regulatory database interpretation, historical research, interviews, and final report preparation for the Phase I ESAs in accordance with the AAI/ASTM E1527-05 guidelines. Most investigations resulted in no significant *recognized environmental conditions* being identified.

Phase II ESA / Client Confidential / Phoenix, AZ.

This project involved soil sampling in order to characterize the extent of soil contamination on a property that was adjacent to a metals recycling facility. Mr. Bechtel performed the initial site investigation, developed a sampling plan, conducted the sampling, and prepared the final report detailing the results of the investigation and recommendations for additional investigations and remediation.

Phase III ESA / Maricopa County Sheriff's Office / Surprise, AZ.

For this project, Mr. Bechtel performed oversight of the remediation of the Maricopa County Sheriff's Office Surprise Shooting Range. Responsibilities included developing a remediation plan, directing a remediation crew, clearance soil sampling, detailed notes of daily activities, and final report preparation.

Air Permitting

Air Permit Renewals / Maricopa County Facilities Management Department / Phoenix, AZ.

This project involved taking detailed notes of all the emissions generating equipment operated at each facility, and putting together large amounts of information into a submittal package for the Maricopa County Air Quality Department. This submittal package must include figures showing the

location of the equipment, actual usage data, and approximate annual emissions calculations.

Asbestos

NESHAP Sampling / City of Phoenix – Community Noise Reduction Program and Light Rail Transportation Projects / Phoenix, AZ.

These projects were part of a large portfolio of NESHAP investigations that were being performed for the City of Phoenix. The projects entailed the identification of and sampling for asbestos containing materials to file proper NESHAP paperwork for residences and other buildings that were being renovated or demolished. Mr. Bechtel was part of a team that performed the sampling and prepared documentation required by the client.

Abatement Oversight / United States Post Office / Various Cities, AZ.

These multi-phase projects were performed in post offices that maintained partial operations in the building by day, and asbestos abatement was generally performed at night in order to accommodate daytime operations. Mr. Bechtel acted as a representative of the client to oversee the abatement operations being performed by a third party abatement contractor. Mr. Bechtel's responsibilities included thoroughly inspecting the project area to ensure that containment was adequately constructed, negative air pressure was achieved and maintained, air exhaust was adequate for the size of the project area, and a sufficient decontamination zone was constructed. Mr. Bechtel also collected monitoring and clearance samples within and outside of containment in order to ensure that the abatement contractor was not generating excess amounts of particulates.

Professional Qualifications

Certifications

- EPA-Certified AHERA Building Inspector (Arizona, D12824, 2008)
- OSHA 40-Hour Hazardous Materials Training, 2005
- OSHA 8-Hour Hazardous Materials Training Refresher, 2008

Education

Arizona State University, Tempe, Arizona
B.S., Geology

VIRGINIA RUSH

Phoenix Division
Division Manager/ Estimator

RESPONSIBILITIES:

Ms. Rush is responsible for the Phoenix Division marketing, estimating, personnel management, and project management. Specific responsibilities include customer relations, ensuring regulatory compliance, contract administration and overall program implementation throughout all aspects of the division. Promote an efficient, effective and ethical work environment for each worker and customer to benefit from.

EDUCATION:

- Western International University-Business Management, Marketing
- Red Mountain High School Graduate

CERTIFICATIONS/TRAINING:

- Contractor/Supervisor Certified (AHERA)
- Mold Remediation Technician
- Management Planner
- Project Designer

ASSOCIATIONS:

- Environmental Information Association (EIA)

EXPERIENCE:

For over 7 years Virginia has worked in the construction industry in many capacities ranging from marketing to project management. At SHC she has had the pleasure of estimating, managing, and completing hundreds of asbestos, mold, demolition and renovation projects successfully. Some of the customers Ms. Rush has completed projects for include; Arizona Power Service, Salt River Project, Mesa Public Schools, City of Phoenix, various Hospitals and Universities.

Ms. Rush is experienced in project design and implementation, work plan writing, and cost management for all sizes and types of projects. These projects range from $1,000 to multi-million dollar contracts.

REPRESENTATIVE PROJECT EXPERIENCE

APS Cholla Plant: Estimate and manage term contract for asbestos and lead abatement services as required by plant representatives

St. Josephs Hospital: Estimated and managed various sizes of asbestos, mold and infection control projects throughout occupied and unoccupied hospital wings.

General Electric: Estimated, developed and managed high profile abatement projects in power generating facility.

Mesa Public Schools: Estimated and managed many projects in compliance to client site specifications

City Of Phoenix: Estimate and manage term contract for asbestos and lead abatement services throughout the city and their various project sections.

HAROLD E. WORTHMAN

Arizona Division
Operations Manager

RESPONSIBILITIES:

Directly responsible for formulating the safest, most productive procedures for the completion of ***SHC's*** projects by utilizing personnel, equipment support and state of the art methods. Instill by example, the kind of professionalism, energetic and positive attitude that will keep ***SHC*** in the forefront of the asbestos abatement industry.

EXPERIENCE:

Mr. Worthman has supervised projects from $500.00 to $1,500,000.00 in range. Maintains all records and files. Has given glove bag demonstrations for Ft. Huachuca Army Base. Also has experience with all OSHA and EPA regulations and standards and air monitoring. He has done all forms of construction work with experience in all phases of ACM removal, i.e., ceiling, pipe, floor tile, mastic, transit, roof from pre-clean to final clean. He also has experience in planning, bidding, and organizing jobs as well as individuals.

EDUCATION:

- Indiana University, Psychology Major, 1984-85

CERTIFICATIONS/TRAINING:

- L.T.V. Steel Corp., S.P.C. Certificate 1984
- Phase Contrast Microscopy Training, 1986
- Air Monitor/Bulk Sample Training, 1986
- University of Utah, Practices & Procedures in Asbestos Control, 1987
- The Asbestos Institute, Contractor/Supervisor Certified (AHERA), 1988
- The Asbestos Institute, Contractor/Supervisor Refresher Certified, 1989
- The Asbestos Institute, Contractor/Supervisor Refresher Certified, 1990 - 1998
- State of Nevada: Asbestos Control, Supervisor License, 1990
- 40-hr OSHA Hazardous Waste Training [29 CFR 1910.120 (e)(3)(i)]
- National Safety Council CPR/First Aid Training
- Lead Base Paint Contractor/Supervisor - 1998
- Confined Space Entry Training
- MSHA Training
- 10-hour OSHA Construction Safety Awareness Class - 1994

REPRESENTATIVE PROJECT EXPERIENCE

- **University Of Arizona** - Functions as project foreman in the removal of ACM material from 1986 -present. This project contracted over a million dollars. Project was completed on time and under budget, without interrupting daily operations.
- **Magma Mines** - Functions as project foreman for the removal of thousands of square feet of ACM insulation and an acid tank clean up from 1988 to present. Supervised work in several locations throughout the mine site, most areas consisted of extremely hot containments, high heights, loud and dusty areas. Work completed under tight time frames without impacting mine operations. Contract value $1,000,000+.
- **Westcor Partners · Camelview Plaza** - Functioned as project foreman in the removal of 250,000 sq. ft. of fire proofing and 25,000 sq. ft. of floor tile and mastic from 8/90 - 10/90. This project contracted at $1,600,000.00. Supervised over 50 men with no reported accidents. Project completed on time and under budget, without interrupting mall operations.

HAROLD E. WORTHMAN

Arizona Division
Operations Manager

- **Ft. Huachuca Army Base, Arizona** - Functions as project foreman on many jobs at the Fort from 1986 to present. Some of these projects have been in high security areas. Given glove bag demonstration to all maintenance and corp. of engineer personnel at the base. All projects completed on time and under budget, without reported accidents. Contracted value $1,000,000+.
- **Tucson Unified School District · Tucson, Arizona** – Functions as project foreman for abatement projects at various sites from 1990 to present. Performed asbestos abatement at Pueblo School, Wakefield Middle School, Sahuaro High School, Jefferson Park Elementary, Rincon High School, Tucson High School, Tully Elementary, Utterback Magnet School and several other schools outside T.U.S.D. school district. Contracted value $1,000,000+.
- **ASARCO Mines** – Functions as project foreman for the removal of 63,000sq. ft. of vessel insulation from 1988 to present. Containment requires extensive seal folding with multi levels to reach and contain areas as high as 80 feet tall and several hundred feet long. Supervised over 30 men without any reported accidents. Contract value $1,000,000+.
- **Prescott Unified School District** – Project Manager for the mold remediation at Prescott High School Vocation and Science Buildings.

RUTH RIPOL

Phoenix Division
Project Coordinator

EDUCATION:
- UNPHU Management, Marketing
- Cocoa High School Graduate

CERTIFICATIONS/TRAINING:
- Asbestos NESHAP Training
- Lead-Based Paint Awareness
- OSHA Construction Safety Awareness
- Hazardous Materials Awareness
- Safety Orientation

RESPONSIBILITIES:

Ms. Ripol as project coordinator is responsible of the overall logistical & scheduling stages of the projects. Ms. Ripol monitors job performances, equipment rental, and submittal paperwork. Assist division manager with estimating projects. She also provides administrative and office support activities for multiple supervisors. Works with internal and external parties to organize the various components needed to initiate, run and conclude projects on time and under budget.

EXPERIENCE:

For over 12 years Ruth has worked in the construction and plastic industries in many capacities ranging from office manager to project coordinator. Ms. Ripol has experience in planning; scheduling and implementation of various projects including asbestos abatement, lead paint abatement and mold remediation maintain the highest quality of work practices in the industry.

REPRESENTATIVE PROJECT EXPERIENCE

APS Cholla Plant
St. Josephs Hospital
City Of Phoenix
Mesa Public Schools
General Electric

Coordination of logistics and manpower requirements for asbestos and lead abatement services as required by each specific project. Management includes up to 6 Supervisors and 55 field workers.

JIM SANTINO

Hazardous Materials
Division Manager

RESPONSIBILITIES:

Mr. Santino is the Hazmat Operations Manager for ***SHC*** and oversees projects throughout Arizona and the southwest. Also a Project and Response Manager, he is directly responsible for safety, compliance, and effective execution of all Hazardous Materials Projects.

Mr. Santino has managed emergency response operations across Arizona and New Mexico for industry as well as state and local governments.

EXPERIENCE:

Mr. Santino has worked with ***SHC*** since 1993 and has been instrumental in helping ***SHC*** establish itself as the prime remediation and emergency response team in southern Arizona. He is proficient in designing job site management plans to maximize efficiency, safety, and control costs.

From 1990 - 1993, Mr. Santino worked for the Tucson Pima County Household Hazardous Waste Collection Program. Here Mr. Santino gained considerable experience identifying and managing wastestreams. He managed the physical plant to Federal Resource Conservation and Recovery Act guidelines, sorted and placed materials into proper waste streams, coordinated labeling and inventory for manifesting and shipment, identified unknown materials, Emergency Response Coordinator. As a former manufacturing supervisor at Hughes Aircraft Co. and National Semiconductor (between 1984 - 1991), Mr. Santino oversaw operations in chemical processing areas. He was directly responsible for chemical maintenance, OSHA hazard communication protocols, and training. He co- authored the first Right to Know training program for the Tucson Plant site.

EDUCATION:

- University of Arizona - BFA
- Principles of Government Acquisition - University of Phoenix
- Management of Business & Public Organizations - University of Phoenix
- Pima College ASETT Center – Hazardous Materials Manager

CERTIFICATIONS/TRAINING:

- US EPA Certified Response Manager
- OSHA Hazardous Materials Worker/HAZWOPER
- OSHA Hazardous Materials Manager
- OSHA Confined Space Safety/Rescue
- MSHA Surface Miner
- HazCat Chemical Identification System
- IFCI UST Decommissioning
- ADEQ Tank Service Provider
- RCRA Compliance
- EPA/AHERA Asbestos Contractor/Supervisor
- Certified in First Aid and CPR
- Bloodborne Pathogens Trained
- TTCI Certified Rail Tank Car Specialist

ASSOCIATIONS:

- Southern Arizona Environmental Management Society (SAEMS)

REPRESENTATIVE PROJECT EXPERIENCE

Pima County - Managed operations of the following projects:
Ajo DOT Maintenance Shop – 5/94- 6/94, 7weeks. Remediation of contaminated soils in the equipment yard and hydraulic lift area.
Ajo Airport – 10/94- 11/94, 6 weeks. Removal of LUST and remediation of contaminated soils.
Pima County Wastewater – 2/95, 3 weeks. Removal and disposal of one mile of buried transite pipe.
Pima County Flood Control District – 4/95- 5/95, 6 weeks. Removal of 1500 feet of transite conduit at the Rillito wash project.

JIM SANTINO

Hazardous Materials
Division Manager

Cyprus Miami – 3/94- 4/94, 8 weeks. Removal and remediation of three oil storage tanks.
Mission Mine – 10/95, 2 weeks. Removed and disposed of over 500 tons of transit pipe in 25% of projected time and budget.
Centex Corp. – 4/18- 4/27/94. Directed operations for Confined Space tank entry and removal of product.
Arco Refinery – 9/96, 2 weeks. Supervised operations for asbestos and contaminated soil remediation on this EPA superfund site.
Nations Way Transport – 5/26- 5/27/94. Coordinated operations for the emergency response cleanup of a truck based acid spill.
Cyprus Sierrita – 4/96, 3 weeks. Organized the collection, profiling, and disposal of various analytical lab chemicals.
Minesite – 6/3- 6/20/96. Excavated up to 1,000 buried drums, sorted contents, and identified unknown materials. Executed to 60% of projected budget.
BHP Copper – 2/96- 4/96, 75 days. Managed a $ 250,000 project for the removal and decontamination of hazardous materials from minesite equipment. Project completed in 85% of allotted time with a substantial monetary savings to the customer.
X9 Ranch – 7/16- 8/2/96. Project Manager for emergency response to a 1,500 gallon sulfuric acid spill. Oversaw all remediation, profiling, and disposal of over 280 yards of contaminated soils.
Shoney's Inn – 6/21- 7/14/97. Project Manager for the excavation and disposal of over 440 tons of contaminated soil on this construction site.
Southwest Circuits – 5/16- 5/24/97. Emergency Response coordinator for the control and remediation of potentially hazardous materials released into the waterways of Pima County.
EPA Eagle I Mill Site, Nelson, Nevada – 9/25- 10/6/98. EPA Response Manager for the remediation of mercury contaminated soils in the Eagle Wash. Managed project completion to 40% of the $100,000.00 projected budget.
EPA K&L Plating, Oakland, CA – 10/6- 11/6/98. Interim Response Manager for the mitigation and cleanup of leaking acid and cyanide tanks. Oversaw technical crews sampling numerous unidentified materials.
Kerley Chemical – 4/27- 5/1/98. Managed operations for the removal and disposal of 60 yards of sulfide materials located in three rail tanks. This Confined Space project was successfully completed within the allotted budget.
Arizona Department of Environmental Quality – 4/7- 5/16/96. Cleanup and disposal of 214 drums of unknown materials on this abandon waste site. Successfully managed various resources for the waste characterization and prompt disposal of numerous wastestreams.
Santa Cruz County Landfill – 7/24- 7/29/97. Participated and directed operations on this Level A entry to remove a large quantity of illegally dumped reagent grade chemicals.
Gila River Community Toxaphene Site – 6/99, 30 days. Response manager for this CERCLA action involved the excavation of 3,000 cubic yards of Toxaphene contaminated soils. Presently stockpiled, these soils are scheduled for the largest bioremediation of this type
Various – Emergency Response Actions for the Arizona Department of Transportation, Administration, and Environmental Quality. Emergency Response contact for the City of Tucson, and Pima County.
Monterey Homes – 9/00. Project Manager for the removal and disposal of mold contaminated drywall at 3400 N. Jicarilla and 202 W. Carlynn Cliff Place.
Gila River Toxaphene Site - 11/2000 – 1/2001. Response manager for the final phase of this CERCLA action required the excavation of biocells to remediate 3,000 yards of Toxaphene contaminated soils. The largest undertaking of its kind, 4,600 yards of lined and covered cell capacity were created to place soil/ nutrient mixtures.
Socorro Tire Fire
PCB Removal, Window Rock, AZ

DEVIN L. BREINHOLT
President / Project Manager

Work Experience:

Breinholt Contracting Co., Inc **1993 - Present**

- President. 2000 – Present. Responsible for coordination of all work related activities from startup to completion including final inspection and closeout. Successfully have grown the company to record levels while managing all sizes of large and small contracts.
- Truck Driver. 1993 - 2000. Current Commercial Drivers License (CDL) including certification for hazardous materials, tandem axles, 80,000+ payload.

Education:

- **Arizona State University, Tempe, Arizona**
  Bachelor of Science, Finance. December 1992

Special Certifications

- Hazardous Waste Operations and Emergency Response ("HAZWOPER") certified
- Asbestos Contractor Supervisor Certified

RICKY SMITH
Senior Equipment Operator / Field Supervisor

Work Experience:

- **Breinholt Contracting Co., Inc.** **Mar 2000 – Present**
  Supervisor/Heavy Equipment Operator

- **Sunwest** **1993 – 2000**
  Supervisor/Heavy Equipment Operator

- **Phoenix Concrete Cutting** **1988 – 1993**
  Supervisor/Heavy Equipment Operator

Special Certifications

- Hazardous Materials Handling Certified
- Trench Safety Certified

Engineering Individual Solutions

Appendix D
Addendum

ATC ASSOCIATES INC.
www.atcassociates.com

REQUEST FOR STATEMENTS OF QUALIFICATIONS

ENVIRONMENTAL REVIEW AND DEMOLITION SERVICES
NFS 10-024

Addendum No. 1

Date: September 22, 2009

From: Andrew Rael, City Representative

Subject: Addendum No. 1 to RFQ NFS 10-024

SOQ Deadline: **September 24, 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 Section I - RFQ Process, Award of Agreement, Section 2.3 and Section II - Statement of Qualifications Format; Scoring, Section 2(b) to Request for Qualifications No. NFS 10-024 released on August 28, 2009.

ADDENDUM

1. Page A-1, Section I – RFQ Process, Award of Agreement, Section 2.3, is hereby amended as follows:

   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 **twelve (12)** pages to address the SOQ criteria (excluding resumes, ANNUAL AUDITED FINANCIAL STATEMENTS 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. Page A-7, Section II – Statement of Qualifications Format; Scoring, Section 2(b) is hereby amended as follows:

b. Demonstrate fiscal responsibility by providing a recent (within 2 (two) years) annual audited financial statements. ANNUAL AUDITED FINANCIAL STATEMENTS MAY BE ATTACHED AS A SEPARATE APPENDIX.

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

ENVIRONMENTAL REVIEW AND DEMOLITION SERVICES
NFS 10-024

Addendum No. 1

ATC Associates Inc., 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.

_____, September 24, 2009
Signed Date

James C. Kirschner
Print Name

Vice President of West Region
Title

ATC Associates Inc.
Company Name

9185 South Farmer Avenue, Suite 107
Address

Tempe, Arizona 85284
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ATC GROUP SERVICES INC.

[Scope of Work]

SCOPE OF WORK

1. Program Description. The Neighborhood Stabilization Program ("NSP"), Title III of Division B of the Housing and Economic Recovery Act of 2008, appropriates $2,466,039 to Avondale for assisting in the redevelopment of foreclosed homes. The City of Avondale ("City") appropriated $372,925 of these funds for the acquisition and demolition of approximately four (4) foreclosed and blighted properties (the "Project"). The City will operate the Project compliant with the U.S. Department of Housing and Urban Development ("HUD") NSP regulations Docket No. FR-5255-N-01. This Contractor Agreement provides the terms under which the contracted vendor ("Contractor") will provide abatement and demolition services for the City.

2. Scope of Work. The Contractor shall be responsible for providing services, directly or through subcontractors, to conduct environmental assessments, abate hazardous materials, demolish buildings and remove debris and rough grade property for the following properties:

Properties for Demolition	
Address	APN (as of date of Agreement)
313 E. Hill Drive, Avondale, 85323 (6 Unit Multi-Family Dwelling)	500-17-085
317 E. Hill Drive Avondale, 85323 (Slab and Foundation of former 6 Unit Multi-Family Dwelling)	500-17-087
516 E. Dee Street, Avondale, 85323 (Single-Family Dwelling)	500-53-068

Complete the following for all properties listed above:

A. Complete a Comprehensive Building Asbestos Survey according to ASTM E2356 - 04e1 Standard Practice for Comprehensive Building Asbestos Surveys in conformance with the Asbestos Hazard Emergency Response Act ("AHERA") and all applicable local and state regulations. Survey personnel shall be a currently certified AHERA accredited asbestos building inspector.

B. If "threshold" amounts of friable asbestos are identified in the reports listed in item A, prepare and submit a 10-day NESHAP notification form to the Maricopa

County Air Quality Control Department and abide by review timelines therein prior to starting abatement or demolition.

C. Remove Presumed Asbestos-Containing Material (PACM) in accordance with EPA, NESHAP standards 40 CFR Parts 61.145, 61.150 and Exhibit "A", OSHA standards 29 CFR 1926.1101 and Maricopa County Air Pollution Control Regulations and all applicable local, state and federal regulations.

D. Dispose of abated materials in accordance with all applicable local, state and federal laws.

E. Disconnect and cap or remove all utilities lines including electricity, phone, cable, gas, water and sewer according to City standards.

F. Demolish buildings and all associated on site foundation and utility infrastructure in accordance with City demolition permit.

G. Maintain NESHAP Waste Disposal Records for the transport and disposal of regulated asbestos and submit records as required by Arizona Department of Environmental Quality and Maricopa County Air Quality Department.

H. Rough grade site to smooth topography.

3. Schedule of Completion. Unless amended by mutual written agreement by the Contractor and the City, the Contractor will perform the described tasks within 60 days from the date on the written Notice to Proceed.

4. Contractor
Primary Contact: Julia Sager
Industrial Hygiene Division Manager
ATC Group Services Inc.
9185 South Farmer Avenue, Suite 107
Tempe, Arizona 85284

5. City Staffing. The City will assign the following staff as the primary contact for Program transactions.

Andrew Rael
CDBG Manager
1007 South Third Street
Avondale, Arizona 85323
623-333-2715
arael@avondale.org

EXHIBIT D
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ATC GROUP SERVICES INC.

[Bid Bond]

See following page(s).

EXHIBIT E
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ATC GROUP SERVICES INC.

[Fee Proposal]

See following pages.

ATC ASSOCIATES INC.
www.atcassociates.com

9185 South Farmer Avenue, Suite 107
Tempe, Arizona 85284
Telephone: 480-894-2056
Fax: 480-894-2497
www.atcassociates.com

October 28, 2009

Ms. Ruth Clark
Revitalization Project Manager
City of Avondale
1007 South 3rd Street
Avondale, Arizona 85323

Dear Ms. Clark:

ATC Associates Inc. (ATC) is pleased to present the following detailed project approach and cost estimate in conjunction with our previously provided SOQ (Solicitation NFS 10-024, NSP Building Demolition Project #1), for Environmental Review and Demolition services at 313 and 317 Hill Drive and at 516 Dee Street in Avondale, Arizona.

ATC appreciates the opportunity to submit this cost estimate and looks forward to working with you on this project.

If you have any questions regarding, please contact Julia Sager at (480) 355-4664 or via e-mail at julia.sager@atcassociates.com.

Respectfully submitted,

ATC Associates Inc.

Julia Sager, CIH, CSP
Principal Industrial Hygienist

James Kirschner, R.G.
Vice-President, West Region

Section 1. Project Overview

This brief project plan has been prepared to supplement the information previously transmitted in ATC's SOQ dated September 24, 2009. This document outlines our specific approach to the Environmental Review and Demolition of the buildings located at 313 Hill Drive, 516 Dee Street, and the slab located at 317 Hill Drive.

Asbestos and Lead Paint Survey

For maximum efficiency and lowest cost to the City, asbestos and lead paint surveys will be conducted concurrently. An ATC Industrial Hygienist with Asbestos Hazard Emergency Response Act (AHERA) certifications will perform these services.

Asbestos Survey

Each site will be surveyed for asbestos-containing materials in accordance with the plan outlined in the SOQ previously provided by ATC. Based on our observations during our site walk of October 19, 2009, ATC anticipates collecting a total of up to 90 samples of flooring, wall systems, roofing materials, and other construction materials.

Lead Paint Survey

A total of up to twenty (20) paint chip samples will be taken from interior and exterior painted surfaces at these locations. In each case, all layers of paint will be sampled.

In order to establish baseline lead-in-soil conditions, ATC will collect a total of fifteen (15) soil samples, five at each address (313 Hill Drive, 317 Hill Drive, and 516 Dee Street). The soil samples will be analyzed by Environmental Protection Agency (EPA) Method 200.7 for total lead, and the results compared to EPA standards for lead in residential areas. If pre-abatement sampling is conducted, post-abatement sampling will be necessary. Post-abatement soil sampling will be collected from the same locations as the pre-abatement sampling, utilizing the same procedures.

Abatement Activities

Prior to any abatement activities, either removing asbestos-containing materials, lead-based paint, or both as indicated by the results of the environmental assessment survey, the sites will be secured with a temporary construction fence. The contiguous sites of 313 and 317 Hill Drive will be secured in a single fenced enclosure. The abatement project will be conducted under containment conditions for the protection of the workers and the public.

Initial debris removal, including the separation of materials and appliances for recycling from the balance of the debris, will be conducted by ATC staff.

Soil with visible oil staining will be hand-shoveled into drums and removed from the site prior to demolition activities.

Any asbestos-containing materials identified will be abated (removed) prior to the demolition of the structures.

Demolition

Demolition will be conducted as soon as practicable after the removal of any hazardous materials from the sites, consistent with compliance with requirements for permits and security of the site.

Section 2. Project Costs

This project will be invoiced on a time-and materials basis, so that the City of Avondale will realize the best value. ATC's anticipated costs are as follows:

Task 1 - Asbestos and Lead-Based Paint Survey					
Labor	**Quantity**	**Units**	**Code**	**Rate**	**Total**
Overall Project Management and Coordination	15	Hour	40001	$115.00	$1,725.00
AHERA-Certified Inspectors (2 inspectors)	40	Hour	24002	$65.00	$2,600.00
Report and Work Plan Preparation	40	Hour	34003	$85.00	$3,400.00
Administrative Support	6	Hour	01005	$45.00	$270.00
Expenses					
Pre-Abatement Soil Sampling (Method 200.7)	15	Samples		$40.00	$600.00
ATC Vehicle Use Fee	2	Days		$100.00	$200.00
Paint Chip Samples (AA)	20	Samples		$20.00	$400.00
Asbestos Analysis by PLM	90	Samples		$20.00	$1,800.00
Total - Task 1					**$10,995.00**

Task 2 - Asbestos and Lead-Based Paint Abatement and Oversight					
Labor	**Quantity**	**Units**	**Code**	**Rate**	**Total**
Senior Project Manager	15	Hour	40001	$115.00	$1,725.00
AHERA-Certified Contractor Supervisor	80	Hour	24002	$65.00	$5,200.00
Report and Work Plan Preparation	40	Hour	34003	$85.00	$3,400.00
Administrative Support	8	Hour	01005	$45.00	$360.00
Abatement Costs					
313 E. Hill Avenue				$54,130.00	$54,130.00
317 E. Hill Avenue				$15,500.00	$15,500.00
516 E. Dee Street				$32,000.00	$32,000.00
Expenses					
ATC Vehicle Use Fee	5	days		$100.00	$500.00
Total - Task 2					**$112,815.00**

Task 3 - Demolition and Demolition Oversight					
Labor	**Quantity**	**Units**	**Code**	**Rate**	**Total**
Senior Project Manager	15	Hour	40001	$115.00	$1,725.00
AHERA-Certified Contractor Supervisor	80	Hour	24002	$65.00	$5,200.00
Report and Work Plan Preparation	40	Hour	34003	$85.00	$3,400.00
Administrative Support	8	Hour	01005	$45.00	$360.00
Demolition Costs					
313 E. Hill Avenue (*with weed control)*				$16,476.00	$16,476.00
317 E. Hill Avenue (*with weed control*)				$5,688.00	$5,688.00
516 E. Dee Street (*with weed control*)				$10,272.00	$10,272.00
Expenses					
ATC Vehicle Use Fee	5	days		$100.00	$500.00
Total - Task 3					**$43,621.00**

Section 3. Quality Assurance and Quality Control Procedures

ATC has an active Quality Assurance program featuring the following elements:

1. Client-specific Standard Operating Procedures (SOPs). Written SOPs are established to clarify expectations of field staff, management, and supervision. The SOPs are written to cover both technical requirements such as industrial hygiene sampling procedures, safety planning, and administrative requirements such as the company expectations for time accounting and recordkeeping.

2. Consistent data capture. Consistence in data collection is achieved through client-specific training for all staff assigned to a project, including competence testing, and the use of appropriate field forms designed to meet the client requirements.

3. Professional Data Review. Every report is reviewed and interpreted by a Certified Industrial Hygienist. The Certified Industrial Hygienist will normally review the field notes and photographs taken by the field staff members to ensure that all required data have been collected in order to appropriately interpret the results.

4. Practical Recommendations. Since ATC employs a large number of experienced industrial hygienists, including fourteen Certified Industrial Hygienists with diverse backgrounds, all our clients benefit. If corrective actions may be needed but the course is not clear, the collective wisdom and experience of this senior industrial hygiene group can be brought to bear to help provide pragmatic, workable suggestions for corrective actions.

5. Senior technical review of all reports. Every report will be signed by the writer or field investigator, and reviewed by the senior project manager.

EXHIBIT F
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ATC GROUP SERVICES INC.

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, ATC Group Services Inc. (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of _____ (Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the 2nd day of November 2009, for the material, service or construction described in the Scope of Work attached to the Agreement as Exhibit C, hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20___.

_____
Principal Seal

BY:_____

_____
Surety Seal

BY:_____

_____
Agency of Record

EXHIBIT G
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ATC GROUP SERVICES INC.

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, ATC Group Services Inc. (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of _____ (Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the 2nd day of November 2009, for the material, service or construction described in the Scope of Work attached to the Agreement as Exhibit C, hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Agreement, then this obligation shall be void. Otherwise it remains in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20___.

_____
Principal Seal

BY:_____

_____
Surety Seal

BY:_____

_____
Agency of Record

CITY COUNCIL REPORT

SUBJECT:
Construction Contract Award - Citywide Contracting L.L.C. - Well 24 Well Site Improvements

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a construction contract to Citywide Contracting L.L.C. for construction of Well 24 well site improvements in the amount of $517,708 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On December 8, 2008 City Council approved a Professional Services Agreement with Dibble Corporation to update plans for the construction of Well 24 and the associated well transmission line. The well transmission line was bid and a construction contract was awarded by City Council on September 21, 2009. This contract will construct the well site improvements. See attached vicinity map.

DISCUSSION:

The scope of this project will include construction of a well pump, yard piping, site improvements and electrical and control improvements for Well 24. Invitation-for-Bid notices were published in the West Valley View on September 22, 2009 and September 29, 2009 and in the Arizona Business Gazette on September 24, 2009. A mandatory pre-bid meeting was held on October 5, 2009. Eight (8) bids were received and opened on October 21, 2009. Each bid package was reviewed and all except two met the bidding requirements. The bids ranged from approximately $518,000 to $600,000. Firms submitting the lowest four bids and the amount of their bids are as follows:

Citywide Contracting LLC	$517,708.00
Felix Construction Company	$525,445.00
Weber Group LC	$528,064.00
Haydon Building Corporation	$531,050.12

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. Citywide Contracting L.L.C. with a bid of $517,708 was determined to have submitted the lowest responsive bid. Staff contacted references provided and Citywide Contracting L.L.C. did receive positive recommendations. Citywide Contracting L.L.C. has completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that Citywide Contracting .L.C. is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval 11/16/09

Notice of Award	11/17/09
Notice to Proceed	12/22/09
Completion	5/5/10

BUDGETARY IMPACT:

In previous Water Capital budgets, line item 514-1160-00-8520 (Well 24 Gateway Crossing - 99th Ave and McDowell Rd) was funded at $1,000,000 in this FY for construction of this project. During a reprioritization of water operations and water supply plans, those funds were pushed from this FY to next (from FY 09/10 to 10/11) to allow for construction of Wells 22 and 25, along Van Buren St. During the testing of these new wells along Van Buren, water quality issues were identified which required further investigation, and this has slowed those overall projects.

In order to add additional water supplies to the City's operational portfolio, and to keep the Capital Program moving forward, staff has refocused its efforts on Well 24. We are requesting a transfer of $520,000 from 514-1214-00-8520 (MARWEST Well) to line item 514-1160-00-8520 (Well 24 Gateway Crossing) to fund this project. The MARWEST Well is currently operating as an agricultural and domestic irrigation well with multiple owners under a shared-use agreement. As a result, this well is low on the City's priority list for acquisition and has been pushed to FY 10/11 and 11/12.

RECOMMENDATION:

Staff recommends that the City Council award a construction contract to Citywide Contracting L.L.C. for construction of Well 24 well site improvements in the amount of $517,708 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Bid Tabulation Sheet

VICINITY MAP

CITY OF AVONDALE

Well 24

BID TABULATION

WR10-028 - Well No. 24 Well site Improvements

BID OPENING DATE: October 21, 2009

				City Wide Contracting, LLC.		Felix Construction Company		Weber Group LC		Haydon Building Corp		RDH Environmental		B&F Contracting, Inc	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
1	Permits	1	Allowance	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00
2	Allowance for Extra Work	1	Allowance	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
3	Miscellaneous Removals	1	LS	$20,000.00	$20,000.00	$1,500.00	$1,500.00	$645.00	$645.00	$750.00	$750.00	$2,000.00	$2,000.00	$1,400.00	$1,400.00
4	Site Grading	1	LS	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$5,322.00	$5,322.00	$7,000.00	$7,000.00	$6,000.00	$6,000.00	$1,500.00	$1,500.00
5	Decomposed Granite	15	Ton	$38.00	$570.00	$90.00	$1,350.00	$49.00	$735.00	$12.00	$180.00	$87.00	$1,305.00	$130.00	$1,950.00
6	Asphalt pavement	177	SY	$30.00	$5,310.00	$65.00	$11,505.00	$39.00	$6,903.00	$65.00	$11,505.00	$42.37	$7,499.49	$57.00	$10,089.00
7	Structural Concrete Slabs and Supports	16	CY	$600.00	$9,600.00	$650.00	$10,400.00	$750.00	$12,000.00	$850.00	$13,600.00	$625.00	$10,000.00	$420.00	$6,720.00
8	Sand Collection Manhole	1	EA	$3,500.00	$3,500.00	$3,300.00	$3,300.00	$4,371.00	$4,371.00	$3,000.00	$3,000.00	$6,000.00	$6,000.00	$4,200.00	$4,200.00
9	Removable Pipe Bollards	5	EA	$450.00	$2,250.00	$425.00	$2,125.00	$323.00	$1,615.00	$385.00	$1,925.00	$500.00	$2,500.00	$600.00	$3,000.00
10	Deadman Anchor	1	EA	$550.00	$550.00	$370.00	$370.00	$323.00	$323.00	$385.00	$385.00	$6,325.00	$6,325.00	$620.00	$620.00
11	Well Pump and Motor	1	LS	$55,000.00	$55,000.00	$48,200.00	$48,200.00	$90,843.00	$90,843.00	$73,000.00	$73,000.00	$80,000.00	$80,000.00	$54,400.00	$54,400.00
12	~~Chlorination System~~ **Not used**	0	LS		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
13	Chlorination Enclosure **Not used**	0	LS		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
14	Desander	1	EA	$25,000.00	$25,000.00	$22,000.00	$22,000.00	$18,161.00	$18,161.00	$26,000.00	$26,000.00	$27,000.00	$27,000.00	$23,200.00	$23,200.00
15	~~Emergency Eyewash~~ **Not used**	1	EA		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
16	Yard Piping	1	LS	$41,000.00	$41,000.00	$54,485.00	$54,485.00	$30,218.00	$30,218.00	$25,000.00	$25,000.00	$37,000.00	$37,000.00	$44,800.00	$44,800.00
17	Water Service	1	LS	$3,000.00	$3,000.00	$7,600.00	$7,600.00	$4,445.00	$4,445.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$4,700.00	$4,700.00
18	Motor Control Center	1	LS	$42,000.00	$42,000.00	$55,510.00	$55,510.00	$45,161.00	$45,161.00	$48,000.00	$48,000.00	$44,000.00	$44,000.00	$87,900.00	$87,900.00
19	Shade Structure	1	LS	$7,000.00	$7,000.00	$6,500.00	$6,500.00	$6,108.00	$6,108.00	$6,000.00	$6,000.00	$8,000.00	$8,000.00	$7,500.00	$7,500.00
20	Communication Tower & Radio Equiptment	1	LS	$42,000.00	$42,000.00	$47,000.00	$47,000.00	$44,810.00	$44,810.00	$47,000.00	$47,000.00	$43,000.00	$43,000.00	$57,000.00	$57,000.00
21	Diesel Standby Generator	1	EA	$60,000.00	$60,000.00	$46,700.00	$46,700.00	$42,503.00	$42,503.00	$55,000.00	$55,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
22	Conduit and Wire	1	LS	$25,000.00	$25,000.00	$40,200.00	$40,200.00	$36,774.00	$36,774.00	$34,000.00	$34,000.00	$35,000.00	$35,000.00	$49,600.00	$49,600.00
23	Remote Terminal Unit/Constrol Section	1	LS	$31,000.00	$31,000.00	$23,500.00	$23,500.00	$33,333.00	$33,333.00	$35,000.00	$35,000.00	$33,000.00	$33,000.00	$43,500.00	$43,500.00
24	Programming	1	LS	$8,500.00	$8,500.00	$9,100.00	$9,100.00	$10,753.00	$10,753.00	$13,000.00	$13,000.00	$15,000.00	$15,000.00	$7,500.00	$7,500.00
25	Lighting	1	LS	$7,500.00	$7,500.00	$7,000.00	$7,000.00	$7,527.00	$7,527.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00
26	Security Systems	1	LS	$45,000.00	$45,000.00	$50,000.00	$50,000.00	$47,718.00	$47,718.00	$47,000.00	$47,000.00	$50,000.00	$50,000.00	$58,500.00	$58,500.00
27	Community Relations	1	Allowance	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
	SUBTOTAL				$490,780.00		$501,345.00		$502,268.00		$517,345.00		$525,629.49		$567,579.00
	TAXES (As Applicable)				$26,928.00		$24,100.00		$25,796.00		$13,705.12		$20,215.00		$32,465.52
	TOTAL SUBMITTED BY BIDDER				$517,708.00		$525,445.00		$528,064.00		$531,050.12		$545,844.49		$600,044.52
	Required Attachments included?				Yes		Yes		Yes		Yes		Yes		Yes

CITY COUNCIL REPORT

SUBJECT:
Contract Amendment No. 1 - U.S. Peroxide, LLC, to Provide Odor Control Services on Avondale Blvd

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve the First Amendment to Contract No. C12624 between the City of Avondale and U.S. Peroxide, LLC, to provide odor control services on Avondale Boulevard, for a price not to exceed $150,000 through November, 2010, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In the City's wastewater collection system, concrete and brick lines and/or manholes are subject to a wide variety of corrosive compounds (gas and liquid) that degrade their structural integrity and lead to costly infrastructure replacement. As part of the City's comprehensive Wastewater Collection System Management Program, staff has identified the presence, and quantified the effects, of sewer gasses throughout the wastewater collection system. These gasses are the primary cause of corrosion and sewer odors. Staff have implemented an ongoing program to neutralize sewer gasses and provide treatment to manholes to mitigate the malodor and corrosive effects of the gasses.

Under Avondale Blvd., south of Van Buren St., the City maintains a 27-inch sewer line which conveys wastewater flows from the northwestern area of the City, south to Roeser Rd., then east for treatment at the Charles M. Wolf Water Resource Center. At Coldwater Springs Blvd., directly adjacent to City Hall, this line upsizes to 33 inches. From this location south to Maricopa St., the line operates with less than optimum flow volumes allowing hydrogen sulfide gasses to form (H2S). The formation of these gasses will decrease as development occurs to the north, resulting in increased flow volumes; in the meantime, however, these gasses require mitigation.

DISCUSSION:

Early last year the City sought bids from contractors to provide hydrogen peroxide (H2O2) and all personnel, chemicals, equipment and security, to mitigate hydrogen sulfide malodors emanating from the sewer under Avondale Blvd., adjacent to City Hall. This project was designed as a pilot to measure the effectiveness of hydrogen peroxide as a hydrogen sulfide neutralizing agent.

U.S. Peroxide, LLC, submitted the successful bid and entered into Contract No. C12624 with the City, dated June 18, 2008, to provide the services as identified in the scope-of-work. If the pilot program was successful, the contract included the option to extend the contract for up to four consecutive one-year terms and to apply this mitigation process at other locations within the system.

Staff have determined that the pilot project is successful and that continuing the services by extending the contract to November, 2010, with the option of an additional three consecutive one-year extensions, is in the best interest of the City. In addition, staff would like to fund this year's

contract so that this process may be applied to other locations within the system. The six-month pilot program costs totaled approximately $55,000 for personnel, chemicals, equipment and security. Staff would like to approve this contract amendment for one year for a cost not to exceed $150,000.

BUDGETARY IMPACT:

Funding is available for the ongoing gas mitigation program in the Wastewater Operating Budget, Line Item No. 503-9200-00-6791 (Sewer Line Maintenance), in the amount of $100,000. Funding is available for application of the program at other locations in the Sewer Capital Improvement Plan, Line Item No. 513-1054-00-8610 (Collection System Gas Mitigation), in the amount of $50,000.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to Contract No. C12624 between the City of Avondale and U.S. Peroxide, LLC, to provide odor control services on Avondale Boulevard, for a price not to exceed $150,000 through November, 2010, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment

FIRST AMENDMENT
TO
CONTRACT NO. C12624
BETWEEN
THE CITY OF AVONDALE
AND
U.S. PEROXIDE, LLC

THIS FIRST AMENDMENT TO CONTRACT NO. C12726 (this "First Amendment") is made as of November 16, 2009, between the City of Avondale, an Arizona municipal corporation (the "City"), and U.S. Peroxide, LLC, a Delaware limited liability company (the "Contractor").

RECITALS

A. The City issued Invitation for Bids WR 08-019 (the "IFB") seeking bids from contractors to provide hydrogen peroxide, or an approved equivalent, and all personnel, other chemicals, equipment, security and reports, as more particularly set forth in the Scope of Work to the IFB, to mitigate malodor attributed to hydrogen sulfide and emanating from within the sewer running under Avondale Boulevard (the "Services").

B. The Contractor responded to the IFB and the City and Contractor entered into Contract No. C12624 dated June 18, 2008 for the provision of the Services (collectively, the "Contract"), attached hereto as Exhibit 1 and incorporated by reference.

C. The City has determined that the Services have been successful and that it is necessary to continue the Services (the "Continued Services") for an additional term.

D. The City and the Contractor desire to amend the Contract to extend the term of the Contract and to purchase the Continued Services.

AGREEMENT

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

1. Term. The term of the Contract is hereby extended until November 14, 2010.

2. Compensation. The Contractor's total compensation under this First Amendment shall be $150,000.00 as consideration for the Continued Services. The City may purchase the Continued Services at the rates set forth more particularly in that certain Pricing Letter from Dave Burrows, Regional Sales Manger for the Contractor, dated September 14, 2009, attached hereto as Exhibit 2 and incorporated herein by reference.

3. Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to the Contract or this First Amendment, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to the Contract or this First Amendment to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 4 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 Contractor'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 the Contract or this First Amendment and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 4 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor 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 First Amendment for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to the Contract or this First Amendment. Contractor 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 Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to the Contract or this First Amendment.

4. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor 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). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Contract and this First Amendment and may result in the termination of the Contract or this First Amendment by the City.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation 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 and 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating the Contract or this First Amendment.

6. Agreement Subject to Appropriation. The provisions of this First Amendment and the Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this 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 First Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this First Amendment. The obligation of the City to make any payment pursuant to this First Amendment and the Contract 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 First Amendment during any immediately succeeding fiscal year, this First Amendment shall terminate at the end of the then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this First Amendment and the Contract.

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

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

9. Conflict of Interest. This First Amendment and the Contract may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

U.S. PEROXIDE, LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

(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 U.S. PEROXIDE, LLC, a Delaware limited liability company, on behalf of such company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONTRACT NO. C12624
BETWEEN
THE CITY OF AVONDALE
AND
U.S. PEROXIDE, LLC

[Contract]

See following pages.

OFFER

The undersigned (the "Bidder") hereby offers this Bid (the "Offer") and certifies that Bidder has read, understands and agrees to fully comply with all terms and conditions as set forth in this Contract, and any amendments thereto, together with all Special Terms and Conditions and other documents included as part of this Contract.

BY SIGNING THIS PAGE THE SUBMITTING BIDDER CERTIFIES THAT BIDDER HAS REVIEWED THIS CONTRACT AND ALL CORRESPONDING IFB TERMS AND CONDITIONS AND AGREES TO BE CONTRACTUALLY BOUND BY THEM.

Arizona Transaction (Sales) Privilege Tax License Number: 20075259 Federal Employer Identification Number: 87-0715830 US Peroxide, LLC Contractor Name 500 Bishop St. NW, Suite C3 Address Atlanta, GA 30318 City State Zip Code	For Clarification of this Bid contact: Name: Kristin Mills Telephone: 404-352-6223 Facsimile: 404-352-6077 Email: kmills@h2o2.com **Authorized Signature for Contractor** Jose Fragoso Printed Name Business Operations Manager Title

ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR CITY OF AVONDALE USE ONLY)

Effective Date: 10/19/2008 Contract No. C12624 Official File: 12624

CITY OF AVONDALE, an Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez

~~XXXXXXXXXXXXXXXXXX~~
Carmen Martinez, Acting City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

I. INTRODUCTION; SPECIAL TERMS AND CONDITIONS

1. Purpose. The City has been experiencing malodors attributed to hydrogen sulfide from the sewer that runs under Avondale Boulevard. To correct this problem the City is soliciting Bids from Vendors to conduct a demonstration on the capabilities of hydrogen peroxide, (or approved equivalent) to mitigate the malodors. The selected Contractor shall provide all personnel, chemicals, equipment, security and reports as more particularly described in the Scope of Work, attached to this IFB as Exhibit A (the "Services"). The Avondale Boulevard sewer line carries approximately 1 MGD of wastewater. Contractor shall sample the water to determine sulfide loading (For the purpose of this solicitation, Bidders can assume a range of 2.8-6.0 mg/l concentration of dissolved hydrogen sulfide) and a suitable hydrogen peroxide dosing regiment. Compliance will be 0.5mg/L dissolved sulfides at a location approximately 3 miles downstream of the injection point.

2. Offer Acceptance Period. Contractor Offers shall be valid and irrevocable for **60** days after the Bid Opening.

3. Term. Following the issuance by the City of a Notice of Award to the successful Vendor, the term of this Contract shall commence May 19, 2008, and remain in full force and effect until November 14, 2008 (the "Demonstration Term"). Thereafter, upon satisfactory completion of the Demonstration Term, the City may, at its sole discretion, extend the term of this Contract for up to four consecutive one-year terms. The City reserves the right to extend the Services to additional locations at the prices and under the term as described in this IFB.

II. DEFINITIONS

For purposes of this solicitation, the following definitions shall apply:

"Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this IFB.

"Bid Deadline" means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

"Bid Opening" means the date and time set forth on the cover of this IFB for opening of sealed bids.

"Bidder" means any person or firm submitting a competitive Bid in response to this IFB.

"Days" means calendar days unless otherwise specified.

"City" means the City of Avondale, an Arizona municipal corporation.

"Confidential Information" means that portion of a Bid, proposal, Offer, specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information shall be so identified wherever it appears.

"Contract" means, collectively, the (i) the Offer, (ii) the Special Terms & Conditions, (iii) the General Terms & Conditions, (iv) the Scope of Work, attached hereto as Exhibit A, (v) the Contractor's Exceptions to the Scope of Work attached hereto as Exhibit B, (vi) the Price Sheet attached hereto as Exhibit C, (vi) the Licenses; DBE/WBE Status Sheet attached hereto as Exhibit D, (vii) References attached hereto as Exhibit E, (viii) Acknowledgement of Addenda Received attached hereto as Exhibit F, (ix) the Notice of Award, (x) the Notice to Proceed, (xi) any approved Change Order or Addenda, and (xii) Contractor's Certificates of Insurance.

"Contractor" means the individual, partnership, or corporation who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for materials or services by the City.

"Invitation for Bids" or "IFB" means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the materials and/or services set forth above in compliance with the provisions of the City Procurement Code.

"Materials" means any personal property, including equipment and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Services.

"Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or services to more than one Bidder.

"Price" means the total expenditure for a defined quantity of a commodity or service.

"Procurement Agent" means the City Manager or authorized designee.

"Procurement Code" means the City of Avondale Procurement Code, as amended from time to time.

"Procurement Representative" or "Department Representative" means a City employee who has specifically been designated to act as a contact person to the Bidders and/or Contractor, and who is responsible for monitoring and overseeing the Contractor's performance under the Contract.

"Project" means the purpose and work described as set forth in Section I(1) of this IFB.

"Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include "professional services" as defined in the Procurement Code.

"Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

"Subcontractor" means those persons or groups of persons having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or Specifications for this Work, and includes those who merely furnish materials.

"Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

"Work" means all labor, materials and equipment incorporated or to be incorporated in Project construction that are necessary to accomplish the construction required by this Contract.

III. BIDDING; AWARD OF CONTRACT

1. Purpose/Scope of Work. The purpose of this IFB is to secure a qualified Contractor to perform the Work and provide materials as more particularly described in the Scope of Work, attached hereto as Exhibit A, and incorporated herein by reference.

2. Authority; Amendment of IFB. This IFB and resultant Contract is issued under the authority of the City. No alteration hereof may be made without the express written approval of the City in the form of an official IFB or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

3. Non-responsive Bids. The City will consider as "irregular" or "non-responsive" and may reject any Bid not prepared and submitted in accordance with the IFB and Scope of Work, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance to the specifications outlined in the Scope of Work. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection.

4. Minimum Requirements. Bidders are reminded that the requirements set forth in the Scope of Work of this IFB are the minimum levels required and that Bids submitted must be for products and/or that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified are not responsive and should not be submitted. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work. All variances, exceptions and/or deviations shall be fully described in the Contractor Exceptions to Scope of Work, as set forth in Exhibit B.

3. Preparation/Submission of Bid. Vendors are invited to participate in the competitive bidding process for the materials outlined in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

3.1 Bid Form Requirements. Bidders shall provide **one** complete, fully executed **original** of this IFB, signed in ink by a person authorized to bind the Bidder, together with all required attachments as specified below, to be considered a responsive Bid:

a. Offer
b. Contractor Exceptions to Scope of Work
c. Price Sheet
d. Licenses; DBE & MBE Status
e. References
f. Acknowledgement of Addenda Received, if applicable

3.2 General Bid Submission Information; Requirements.

a. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

b. All Bids 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.

c All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

d Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

e. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the City Procurement Code.

3.3 Bidders' Duty to Inspect. All Bidders shall (a) examine the entire Bid Package, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Bid and (d) submit the entire, completed Bid Package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered a non-responsive Bid. Negligence in preparing a Bid confers no right of withdrawal after the Bid Opening, unless otherwise provided in the City Procurement Code.

3.4 Unit Pricing. Bid prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

4. Inquiries; Interpretation of Scope or Work; Specifications.

4.1 Inquiries. Any question related to the IFB, including any part of the specifications, Scope of Work or other Contract documents, shall be directed to the Department Representative or Procurement Representative whose name appears on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the City will not respond to any questions submitted later than the final date for inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract documents.

4.2 Approval of Substitutions. The materials, products, and equipment described in this Contract establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the Contract. Contractor shall not rely upon approvals made in any other manner.

4.3 Use of Equals. When the specifications or Scope of Work for materials, articles, products and equipment include the phrase *"or equal"*, Contractor may bid upon and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No

such "equal" shall be purchased or installed without prior written approval from the City. Approvals for "equals" before Bid Opening may be requested in writing to the Procurement Representative for approval. Requests must be received at least ten days prior to the Bid Deadline. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals of equals shall be issued in the form of written addendum to this Contract.

5. Addenda. It shall be the Vendor's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at:

City of Avondale City Hall, 11465 West Civic Center Dr. Avondale, Arizona 85323
Buyhub Website at www.buyhub.com
City of Avondale website at www.avondale.org/procurement

6. Prospective Bidders' Conference. A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this IFB. This conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory prospective bidders' conference. Vendors are strongly encouraged to attend those prospective bidder's conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB 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 IFB. Oral statements or instructions will not constitute an amendment or addendum to this IFB.

7. New. All materials to be utilized by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

8. Pricing. All Work and/or Services necessary for the Project shall be performed in an amount not to exceed the Price as set forth in the Price Sheet attached as Exhibit C and incorporated herein by reference.

9. Payment; Discounts. Any Bid that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will be deducted from the Bid Price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

10. Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the Bid accordingly. Failure to accurately tabulate and applicable taxes may result in a determination that a Bid is non-responsive. The City shall not be responsible for incorrect tax information provided by City staff.

11. Federal Funding. It is the responsibility of the Bidder to determine if federal wage rates apply to this Bid. It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping and necessary pay structures.

12. Cost of Bid/Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Bids submitted for consideration should be prepared

simply and economically, providing adequate information in a straightforward and concise manner. The Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

13. Public Record. All Bids 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.

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

15. Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder 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 Bidder shall provide licensure information with the Bid. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

16. Certification. By submitting a Bid, the Bidder certifies:

a. The submission of the Bid did not involve collusion or other anti-competitive practices.

b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

c. 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 Bid or a resultant Contract. In the event that the resultant Contract is cancelled pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

d. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

17. Award of Contract.

17.1 Unless the Contractor's Offer states otherwise, or unless provided within this Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

17.2 The evaluation of this Bid will be based on, but not limited to, the following: (a) compliance with Scope of Work, (b) Price, including alternates, if any, and (c) Bidder qualifications to perform the Work.

17.3 Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (a) waive any immaterial defect or informality, (b) reject any or all Bids or portions thereof and (c) reissue an IFB.

17.4 A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications is modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City.

17.5 Protests. Any Bidder may protest this IFB issued by the City, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

IV. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

6. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. 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.

8. Insurance.

8.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or

above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

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

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 Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

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 Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

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

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

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

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

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

j. Evidence of Insurance. Prior to commencing any work or services under this Contract, Contractor shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers

as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the above-cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Contractor's insurance shall be primary insurance as respects performance of the Contract.

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

(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.

8.2 Required Insurance Coverage.

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

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. 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 Contract, 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 Contract is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Contract 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.

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

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

10. Termination; Cancellation.

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

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

10.3 Due to Work Stoppage. This Contract may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such

termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

10.4 Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract 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 Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Contractor to any other party of the Contract with respect to the subject matter of the Contract.

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

11. Miscellaneous.

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

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

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

11.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract 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 Contract will promptly be physically amended to make such insertion or correction.

11.5 Severability. The provisions of this Contract 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 Contract which may remain in effect without the invalid provision or application.

11.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An

employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Contract.

11.7 Entire Agreement; Interpretation; Parol Evidence. This Contract 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 Contract are hereby revoked and superseded by this Contract. 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 Contract. This Contract 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 Contract. 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 Contract.

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

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

11.10 Rights and Remedies. No provision in this Contract 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 Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

11.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract 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.

11.12 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.

11.13 Offset.

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

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

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

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

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

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

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

11.16 Conflicting Terms. In the event of a conflict between the IFB, the Contractor's response to the IFB, the Scope of Work, the Fee Proposal and this Contract, the terms of this Contract shall govern.

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

11.18 Cooperative Purchasing. This Contract shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded contractor. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Contractor must be in agreement with the cooperative transaction. Any orders placed to the successful Contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract 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.

EXHIBIT A
TO
INVITATION FOR BID No. WR08-019

[Scope of Work]

See following pages.

SCOPE OF WORK

The City has been experiencing malodors attributed to hydrogen sulfide from the sewer that runs under Avondale Boulevard. To correct this problem, the Contractor shall provide all personnel, chemicals, equipment, security and reports for the purpose of conducting a demonstration on the capabilities of hydrogen peroxide 27% (or approved equivalent) counteractive measures to mitigate the malodors associated with a sewer line located along Avondale Boulevard. The sewer line carries approximately 1 MGD of wastewater. Contractor shall sample the water to determine sulfide loading. Contractor compliance to City standards will be measured as 0.5mg/L dissolved sulfides at a location approximately 3 miles downstream of the injection point.

The Contractor shall provide odor control materials and services to the City for the area generally described as the City Civic Center and south along Avondale Boulevard, including (1) installation and maintenance of a hydrogen peroxide 27% (or approved equivalent) storage and dosing module (2) chemical feed equipment, (3) site and equipment maintenance, (4) site security, (5) data gathering and (6) reporting (collectively, the "Services") at the City Civic Center, 11465 West Civic Center Drive, Avondale, Arizona (the "Site"). From this Site, the Contractor shall provide polyethylene tubing and assist the City in running it through a lateral to Avondale Boulevard.

1. General Services. Contractor shall provide skilled technical personnel to perform the services as follows:

a. Provide analysis and report total sulfides, dissolved sulfides, pH, and temperature at City designated sampling sites two (2) times per week. Upon successful completion of the Demonstration Term, one (1) time per week.

b. Conduct ongoing optimization, adjustment of peroxide (or approved equivalent) dosing as required.

c. Conduct preventative maintenance.

d. Provide the City with vapor phase hydrogen sulfide Odalog data on an ongoing basis (24 hours per day, 7 days a week).

e. Provide expertise to City employees on other operational issues pertaining to sulfide control.

f. Provide 24 hour emergency response to failure of Contractor's equipment.

2. Reporting Requirements. The Contractor shall provide a daily report to the Contractor's control center notifying them of any potential problems. Additionally, the Contractor shall provide to the City the following reports:

a. Weekly report summarizing activities during the Demonstration Term, including, inventory, sampling results, maintenance, dosing rates, performance and recommendations.

b. Final report summarizing all data and providing the City with recommendations within 30 days of completion of Demonstration Term.

c. Monthly summary report that documents daily usage, maintenance, dosing rates, data and future activities.

d. Monthly activity report to document site visits, maintenance and a data summary.

2. Materials. Contractor shall provide all malodor counteractant chemicals, specifically, hydrogen peroxide 27% (or approved equivalent), technical grade.

3. Equipment. Contractor shall provide all equipment necessary for the Services, including, but not limited to, tank, pumps, tubing, fittings and delivery equipment. All equipment shall be compatible with hydrogen peroxide 27% (or approved equivalent). Minimum specifications for the equipment shall be provided as described below.

a. Tank
   - i. Double contained, polyethylene, capable of holding 110% of volume.
   - ii. Primary tank must be sealed to the secondary tank.
   - iii. Visible overfill lines from the primary to the secondary tank.
   - iv. Sight port located at the bottom of the tank to allow the operator to check for liquid.
   - v. Return vent line from the dosing module to the primary tank.
   - vi. Reverse level indicator.

b. Dosing Lines. ½" – ¾" Polyethylene tubing (approximately 1,000 feet)

c. Dosing and Control Modules.
   - i. Fitted with pumps that can be programmed for diurnal dosing patterns
   - ii. Calibration Cylinders
   - iii. Vented Ball Valves
   - iv. Tubing, 316 Stainless Steel
   - v. Features an automatic degassing solenoid and valve to prevent vapor locking
   - vi. Pumps which can be automatically adjusted remotely
   - vii. Dosing module situated in weather proof containment

4. Additional Equipment. The Contractor shall provide a Safety Shower within the fenced Site for use by its personnel.

5. Site Security. Contractor shall be responsible for providing, at a minimum, an 8-foot tall chain link fence with one gate access to the Site. The Contractor shall be responsible for maintenance of fence and site security.

6. Technical Support. The Contractor shall provide remote monitoring services including:

   a. Inventory management, including scheduling and delivery of materials as necessary for the proper execution of the odor control Services.
   b. Daily monitoring of chemical storage tank levels.
   c. Periodic dosing module pump diagnostic services.
   d. 24-hour emergency response to problems with Contactor's equipment.

7. City Responsibilities. The City will provide water, power and a suitable, ground-level pad for placement and operation of the Contractor's equipment related to the Services.

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

EFFECTIVE DATE
January 1, 2005

TRANSACTION PRIVILEGE TAX LICENSE

-NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

20075259

ALL communications and reports MUST REFER to this LICENSE NO

0500000466852

Issued To US PEROXIDE LLC
3020 GORE RD
LONDON ONTARIO OC N5V4T-7

BUSINESS CLASS

017 Retail

Location: US PEROXIDE LLC
23 MORNING WOOD DR
LAGUNA NIGUEL CA 92677-2859
56

PROGRAM CITIES

NONE

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.

EXHIBIT B
TO
INVITATION FOR BID NO. WR08-019

[Contractor's Exceptions to Scope of Work]

See following page.

EXHIBIT B

CONTRACTOR EXCEPTIONS TO SCOPE OF WORK

Bidder/Contractor shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

(1) US Peroxide takes exception to #2 on the pricing sheet for the cost per day to maintain sulfide levels as these costs can be optimized depending on annual sulfide loading and are overall difficult to reliably predict.

(2) Please note that US Peroxide feels that hydrogen peroxide is the most efficient product for this particular application. US Peroxide also offers other products and services for odor control including PRI-SC (Peroxide Regenerated Iron for Sulfide Control), Iron Salts, vapor fogging and bioxide.

EXHIBIT C
TO
INVITATION FOR BID NO. WR08-019

[Price Sheet]

See following page(s).

EXHIBIT C

Item No.	Description	Qty.	Unit	Unit Price	Extended Price
1.	Hydrogen Peroxide 27% or equivalent _____	1000	Gallons	$2.65 per gal	$2,650.00
2.	Chemical cost per day to maintain 0.5mg/L dissolved sulfides at a location approximately 3 miles downstream of the injection point. Refer to Scope of Work. (Chemical Price x Dosage)	1	Day	$N/A*	$N/A*
3.	Installation Cost (pump system, storage tank…)	1	Each	$3500.00	$3,500.00
4.	Tank Rental (includes all maintenance)	12	Months	$500.00	$6,000.00
5.	Dosing Lines, ½" – ¾" (approximately 1,000 feet)	12	Months	$Included in #3	$0.00
6.	Dosing & Control Modules (includes all maintenance)	12	Months	$Incl. in #4	$0.00
7.	Safety Shower	12	Months	$Incl in #4	$0.00
8.	Technician to perform testing twice weekly and provide weekly & monthly reports	6	Months	$Incl. in #1	$0.00
9.	Technician to perform testing once weekly and provide weekly & monthly reports	6	Months	$Incl. in #1	$0.00
10.	Site Security – 8 ft Fencing (Estimated quantity of _____)	12	Months	$Incl. in #4	$0.00
11.	Emergency Response (Technician & Vehicle)	5	Hours	$Incl. in #1	$0.00
	Subtotal				$12,150.00
	Taxes			8.8%	$1,069.20
	TOTAL				$13,219.20

Discount Payment terms 0 % net 30 days

* Please see exception page.

EXHIBIT D
TO
INVITATION FOR BID NO. ST1199 (EN08-007)

[Licenses; DBE/WBE Status]

See following page(s).

LICENSE: DBE/WBE STATUS

Attach a copy of your Business License to your bid submittal.

* Business License must be either a City of Avondale Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No___X___.

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

EXHIBIT E
TO
INVITATION FOR BID NO. WR08-019

[References]

See following page.

EXHIBIT E

Provide the following information for three (3) clients for whom Bidder has provided services of **similar size and scope** with the past (36) months. ***These references will be checked,*** so make sure all information is accurate and current. Failure to provide three (3) accurate or suitable references may result in disqualification.

1. Company: City of Glendale
   Address: 6210 W. Myrtle Ave.
   City/State/Zip Code: Glendale, AZ 85301
   Contact: Mark Fortkamp
   Telephone Number: 623-930-4756
   Date of Contract Initiation: Customer since 1999, current contract 10/10/2004
   Project Description: (Include Final Costs) Provide full service-chemical, equipment, technical applications assistance / $1m annual

2. Company: City of San Francisco
   Address: 750 Phelps St.
   City/State/Zip Code: San Francisco, CA 94124
   Contact: Jignesh Besai
   Telephone Number: 415-551-4657
   Date of Contract Initiation: Customer since 1995, current contract 10/1/2007
   Project Description: (Include Final Costs) Provide full service - chemical, equipment, technical applications assistance / $650K annual

3. Company: Monterey Regional Water Pollution Control Agency
   Address: 14811 Del Monte Blvd.
   City/State/Zip Code: Marina, CA 93933
   Contact: James Dix
   Telephone Number: 831-883-1118
   Date of Contract Initiation: Customer since 1999, current contract 7/1/2003
   Project Description: (Include Final Costs) Provide full service - chemical, equipment, technical applications assistance / ~$230K annual

EXHIBIT F
TO
INVITATION FOR BID NO. WR08-019

[Acknowledgment of Addenda Received]

See following page.

ACKNOWLEDGMENT OF ADDENDA RECEIVED

US Peroxide, LLC, (Name of Vendor) affirms that the following ADDENDA have been received and that the information contained in the ADDENDA has been incorporated in formulating the Bid.

Signed, for the Vendor

4/24/2008, 2008
Date

ADDENDA RECEIVED:

1. Addendum No. 1, dated 5/5, 2008.

2. _____, dated _____, 2008.

3. _____, dated _____, 2008.

4. _____, dated _____, 2008.

5. _____, dated _____, 2008.

(Add others as needed, identified in the same format)

CITY OF AVONDALE
ENGINEERING DEPARTMENT

INVITATION FOR BIDS
MALODOR MITIGATION PROJECT
WR08-019

Addendum No. 1

Date: May 5, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Invitation for Bids No. WR08-019

Bid Deadline: **May 8, 2008**, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bid 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 bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of modifications to the Scope of Work.

ADDENDUM

1. Scope of Work, Page A-3, Section 2, Materials, is hereby amended to change the Section number as follows:

3. Materials. Contractor shall provide all malodor counteractant chemicals, specifically, hydrogen peroxide 27% (or approved equivalent), technical grade.

The remaining Sections are renumbered accordingly.

2. Scope of Work, Page A-3, subsection 4(a) is hereby amended to add a new subsection vii, as follows:

. . .

vii. Tanks size shall not exceed 5,000 gallons.

. . .

3. The Scope of Work is hereby amended to add a new Section 9, Sampling, to read as follows:

9. Sampling.

a. Pull quarterly, 24 hour discreet samples for the first year and thereafter as mutually agreed.

b. Take on-site samples using Standard Method.

c. Take 3 - 4 sample runs on each sampling day at mutually agreed times.

d. Take samples at three (3) locations designated by the City.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BIDS

MALODOR MITIGATION PROJECT
WR 08-019

Addendum No. 1

US Peroxide, LLC / Thomas J. Walkosak, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

[signature], May 6th 2008
Signed Date

Thomas J. Walkosak
Print Name

General Manager
Title

US Peroxide, LLC
Company Name

500 Bishop St. NW, Suite C3
Address

Atlanta, GA 30318
City, State, Zip Code

END OF ADDENDUM No. 1

US Peroxide

RESOLUTION
OF THE EXECUTIVE COMMITTEE OF
US PEROXIDE, LLC

The Executive Committee of US Peroxide, LLC, (the "Company"), hereby adopts, approves, and consents to the following action as a resolution thereof passed as of January 5, 2004:

APPOINTMENT OF AUTHORIZED CONTRACT AND BID SIGNATORIES

WHEREAS, the Company elects to participate in various contracts including municipal, city, state and federal bids (collectively, "Contracts") for the sale or purchase of chemicals, equipment and/or services; and

WHEREAS, the Contracts uniformly require the signature of an authorized officer or employee of the Company; and

WHEREAS, the Board of Directors deem it to be in the Company's best interests to appoint several employees who can execute Contracts on behalf of the Company; and

NOW, THEREFORE, BE IT RESOLVED, that the Executive Committee hereby authorizes the following named individuals to execute Contracts on behalf of the Company: Thomas J. Walkosak – Vice President, Business Development, and Jose Fragoso – Business Operations Manager.

RESOLVED FURTHER, that the proper officers of the Company be, and they hereby are, expressly authorized, directed and empowered to take any and all actions as they may deem, in their discretion, necessary, appropriate or expedient in order to implement and give effect to the intent of the foregoing resolution.

Marvin R. Davries

Scott Duggan

Ronald K. Braun

Monica Duggan

Christian Williamson

US Peroxide, LLC
23 Morningwood Drive, Laguna Niguel, CA 92677 Voice 949 661 6713 Fax 949 661 6649 info@h2o2.com
website: www.h2o2.com

EXHIBIT 2
TO
FIRST AMENDMENT
TO
CONTRACT NO. C12624
BETWEEN
THE CITY OF AVONDALE
AND
U.S. PEROXIDE, LLC

[Pricing Letter]

See following pages.

US Peroxide
Technologies for a clean environment

September 14, 2009

VIA: email

Mike Yracheta
Wastewater Collections Foreman
City of Avondale
399 East Lower Buckeye Road, Suite 100
Avondale, AZ 85323

RE: Avondale 27% Hydrogen Peroxide Pricing

Dear Mike,

Per our conversation U.S. Peroxide, LLC (USP) will continue to maintain the current pricing for The City of Avondale. Current pricing is:

- $2.65 per gallon of 27% Hydrogen Peroxide, delivered;
- $500.00 monthly facility fee for each dosing module and storage tank.
- All taxes, including sales tax, are responsibility of the City.

Because of market volatility, surcharges may be applied to raw materials and freight, including, but not limited to fuel and energy. Surcharges will be indexed according to published market prices, listed as separate items on the invoice and according to USP's current surcharge program.

USP reserves the right to discuss price adjustments with the City on a quarterly basis. The City has the option to accept/deny any price adjustment.

Mike, USP looks forward to a long and mutually beneficial relationship with the City of Avondale. If I can provide you with additional information, please contact me at 480-899-3695.

Sincerely,

Dave Burrows
U.S. Peroxide, LLC
Regional Sales Manager

U.S. Peroxide, LLC
500 Bishop St. NW, Suite C-3, Atlanta, GA 30318 Voice 404-352-6070 Fax 404-352-6077 info@h2o2.com www.h2o2.com

DEVELOPMENT SERVICES

SUBJECT:
Minor Land Division and Right-of-Way Dedication for a portion of Del Rio Ranch PAD Phase 3 and the Messner Property (ML-09-2)

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: Sue McDermott, Development Services & Engineering Director (623) 333-4211

THROUGH: Charlie McClendon, City Manager

REQUEST: Subdivide a portion of the Del Rio Ranch property, combine the smaller portion with the abutting Messner property, and dedicate right-of-way along Durango Street abutting the Messner property.

PARCEL SIZE: 1.03 acres

LOCATION: West of the Southwest corner of Durango and El Mirage Roads.

APPLICANT: Jason Meyers, Taylor Morrison/Arizona, Inc.

OWNER: Taylor Woodrow Arizona, Inc. and Thomas and Angela Messner

BACKGROUND:

On February 22, 2005, the Del Rio Ranch property and Messner property were annexed into the City and rezoned to Planned Area Development (PAD) (Exhibit A). Del Rio Ranch is comprised of 411 acres of single family residential development in three phases. The Messner property is approximately one acre and is occupied by one custom single family home, a garage, and stable (Exhibit B).

A portion of a concrete pad, a garage, and a stable of the Messner property encroach onto the Del Rio Ranch property (Exhibit D). Additionally, during the rezoning of the Del Rio Ranch property, right-of-way for Durango Street abutting the Messner property was not dedicated.

SUMMARY OF REQUEST:

The applicant is requesting a minor land division and property consolidation that will adjust the Messner property lines to bring the concrete pad, garage, and stable entirely within the Messner property. Additionally, this approval will dedicate forty feet of public right-of-way on Durango Street to the City.

PARTICIPATION:

No comments were received by the Planning Division regarding the application. No public notification was required.

PLANNING COMMISSION ACTION:

This application does not require Planning Commission action.

ANALYSIS:

Adjustment of the property line will have no adverse impact to the Del Rio Ranch PAD or the Messner property, and meets the requirements of the Zoning Ordinance.

The forty feet of right-of-way dedication for Durango Street meets the requirements of the Transportation Plan for a local street. Durango Street is a local street west of El Mirage Road.

FINDINGS:

The proposed rezoning meets the following findings:

1. The proposed minor land division and property consolidation complies with the intent of the General Plan.
2. The proposed minor land division and property consolidation complies with the intent of the Del Rio Ranch PAD and Zoning Ordinance.
3. The proposed right-of-way dedication and this minor land division and property consolidation complies with the Transportation Plan.
4. The proposed minor land division and property consolidation will result in more orderly and compatible land use relationships between the Del Rio Ranch and Messner properties.

RECOMMENDATION:

Staff recommends the City Council **APPROVE** application ML-09-2.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application ML-09-2, a request for minor land division, property consolidation, and the dedication of right-of-way on Durango Street to the City.

ATTACHMENTS:

Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photograph 2009
- Exhibit C - Summary of Related Facts
- Exhibit D - Minor Land Division Map

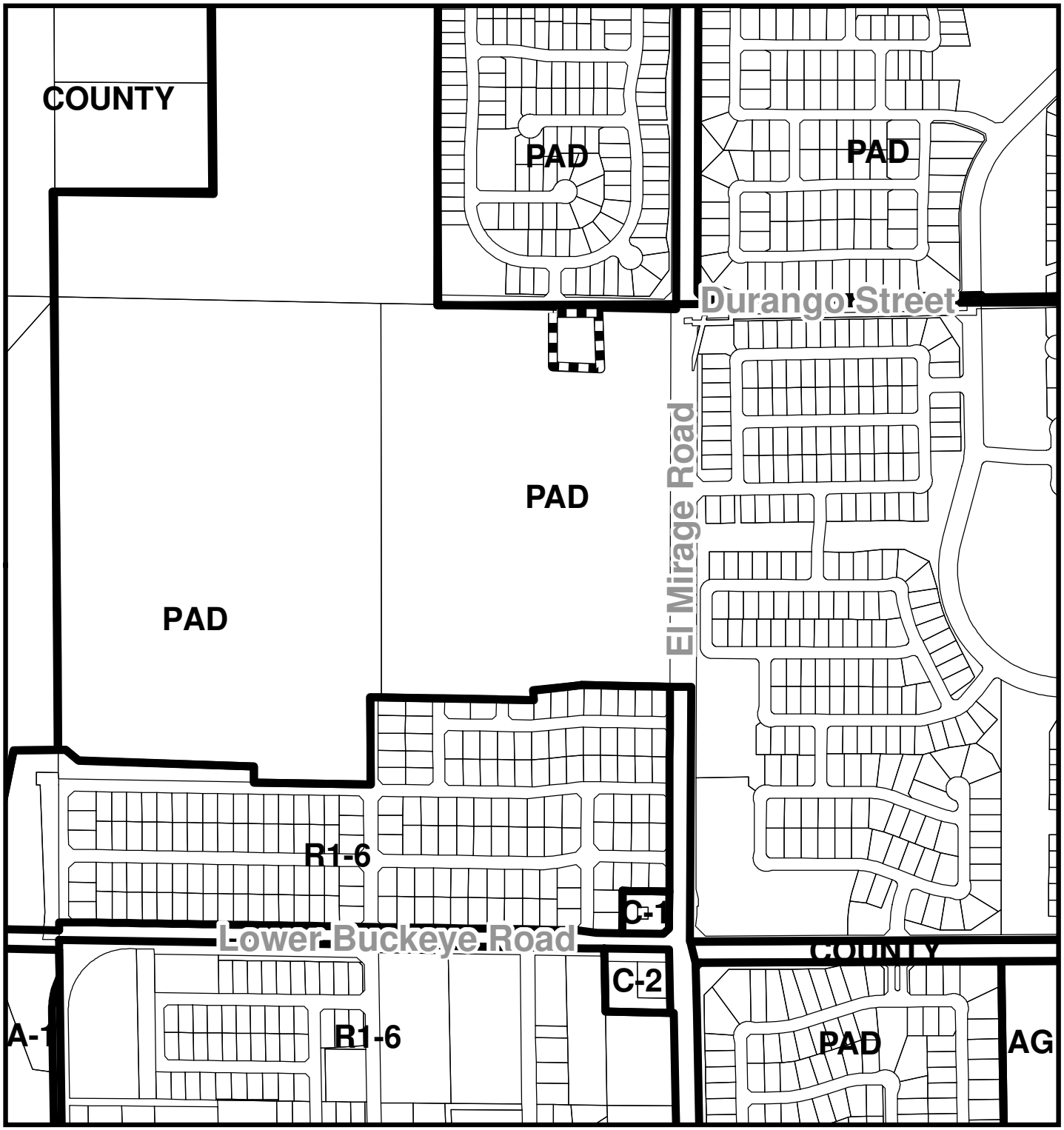
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623) 333-4017

Exhibit A

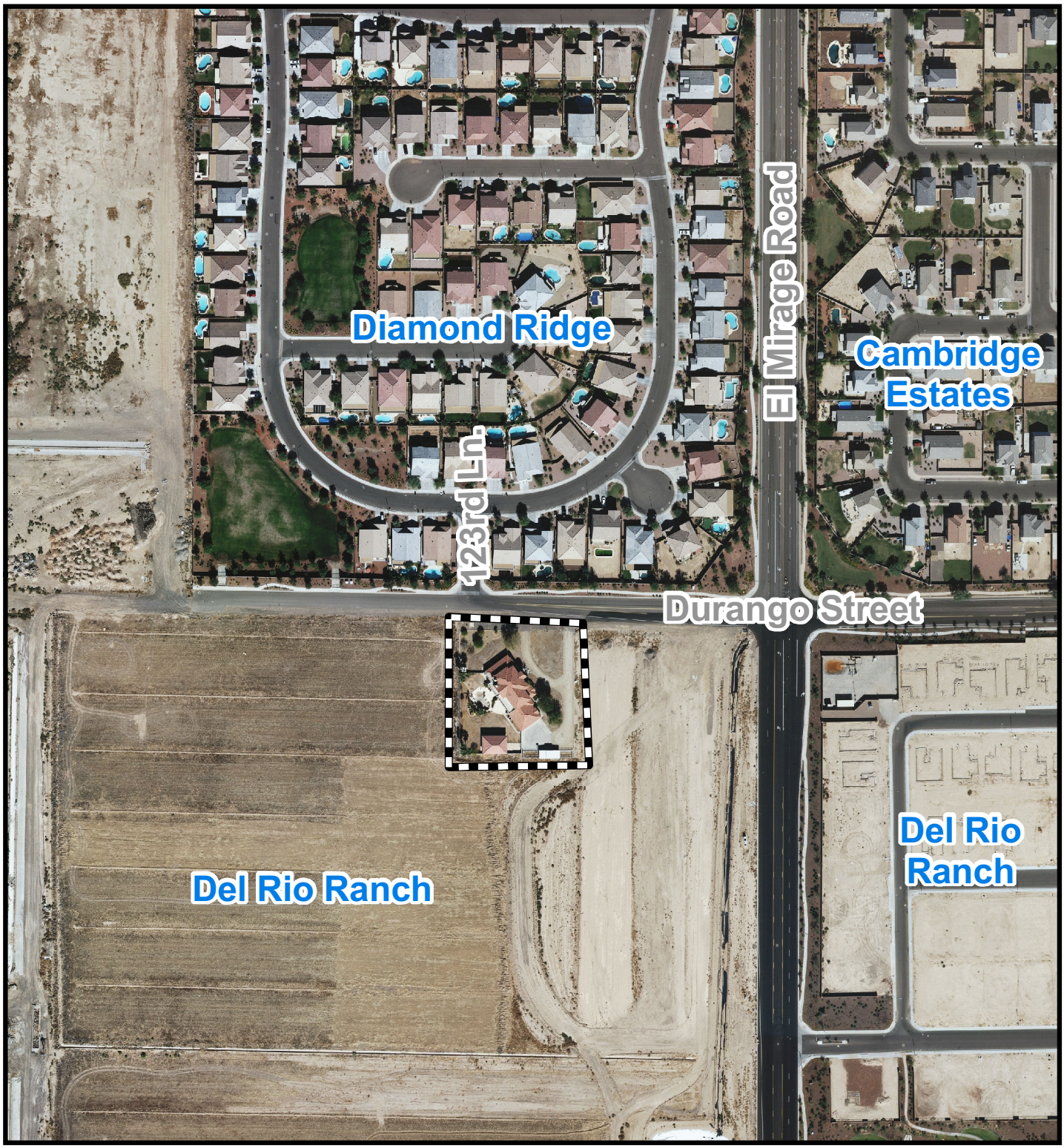


Zoning Map
Del Rio Ranch & Messner Property
ML-09-2

Avondale

Subject Property

Exhibit B



Aerial Photograph January 2009
Del Rio Ranch & Messner Property
ML-09-2

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION ML-09-2

THE PROPERTY	
PARCEL SIZE	1.03 acres
LOCATION	West of the SWC of El Mirage Road & Durango Street
PHYSICAL CHARACTERISTICS	Rectangular property with an existing single family dwelling, garage, and stable
EXISTING LAND USE	Single family residential dwelling
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 2/22/2005
DEVELOPMENT AGREEMENT	None applicable to this request

SURROUNDING ZONING AND LAND USE	
NORTH	Planned Area Development (PAD) – Diamond Ridge
EAST	Planned Area Development (PAD) – Del Rio Ranch Phase 2
SOUTH	Planned Area Development (PAD) – Del Rio Ranch Phase 3
WEST	Planned Area Development (PAD) – Del Rio Ranch Phase 3
GENERAL PLAN	
The subject property is designated as **Medium Density Residential** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Country Place Elementary School
HIGH SCHOOL	La Joya Community High School

STREETS	
Durango Street	
Classification	Local Street
Existing half street ROW	0 feet
Standard half street ROW	40 feet
Existing half street improvements	None (driveway to property)
Standard half street improvements	One vehicular lane, bike land, curb & gutter, landscaping, sidewalk, and street lights.

UTILITIES
There are existing 12” water line in Durango Street across the entire frontage of the subject property. There is an existing 15” sewer line in Durango Street across the entire frontage of the subject property.

MINOR LAND DIVISION AND PROPERTY CONSOLIDATION

FOR

"MESSNER PROPERTY"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

REFERENCE DOCUMENTS:

PARENT PARCEL APN# 500-41-003J
DEED RECORDED IN 2007-0135756, MARICOPA COUNTY RECORDER, ARIZONA

PARENT PARCEL APN# 500-41-003G
DEED RECORDED IN 2009-0335895, MARICOPA COUNTY RECORDER, ARIZONA

LEGAL DESCRIPTIONS:

PARCEL 1 – QUIT-CLAIM AREA
A 0.067 ACRE TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14. TOWNSHIP 1 NORTH, FLANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF AVONDALE BRASS CAP FOUND FLUSH AT THE INTERSECTION OF EL MIRAGE ROAD AND DURANGO STREET, THE EAST 1/4 CORNER OF SECTION 14:

THENCE NORTH 88°56'08" WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 14, A DISTANCE OF 550.00 FEET:

THENCE SOUTH 01°03'52" WEST, DEPARTING THE EAST-WEST MID-SECTION LINE OF SECTION 14, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT:

THENCE SOUTH 01°03'52" WEST, A DISTANCE OF 210.00 FEET;

THENCE SOUTH 88°56'08" EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 01°03'52" WEST, A DISTANCE OF 7.66 FEET;

THENCE SOUTH 89°41'48" WEST, A DISTANCE OF 96.04 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 7.71 FEET;

THENCE NORTH 90°0'00" WEST, A DISTANCE OF 101.78 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 12.21 FEET;

THENCE NORTH 00°06'19" EAST, A DISTANCE OF 205.69 FEET;

THENCE SOUTH 88°56'08" EAST A DISTANCE OF 10.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,933 SQUARE FEET OR 0.067 ACRES OF LAND, MORE OR LESS.

PARCEL 2 – RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT
A 0.184 ACRE TRACT OF LAND TOGETHER WITH AN 8.00 FOOT PUBLIC UTILITY EASEMENT BOTH SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A CITY OF AVONDALE BRASS CAP FOUND FLUSH AT THE INTERSECTION OF EL MIRAGE ROAD AND DURANGO STREET, THE EAST 1/4 CORNER OF SECTION 14;

THENCE NORTH 88°56'08" WEST, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT

THENCE SOUTH 01°03'52" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 88°56'08" WEST, A DISTANCE OF 200.00 FEET:

THENCE NORTH 01°03'52" EAST A DISTANCE OF 40.00 FEET;

THENCE SOUTH 88°56'08" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,000 SQUARE FEET OR 0.184 ACRES OF LAND, MORE OR LESS.
AND
TOGETHER WITH AN 8.00' WIDE PUBLIC UTILITY EASEMENT SOUTH OF AND PARALLEL WITH AND CONTIGUOUS WITH THE SOUTH LINE OF SAID TRACT OF LAND.

PARCEL 3 – PUBLIC UTILITY EASEMENT
A 0.002 ACRE TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF AVONDALE BRASS CAP FOUND FLUSH AT THE INTERSECTION OF EL MIRAGE ROAD AND DURANGO STREET, THE EAST 1/4 CORNER OF SECTION 14;

THENCE NORTH 88°56'08" WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 14, A DISTANCE OF 550.00 FEET;

THENCE SOUTH 01°03'52' WEST, DEPARTING THE EAST-WEST MID-SECTION LINE OF SECTION 14, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 01°03'52" WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 88°56'08" WEST, A DISTANCE OF 10.02 FEET;

THENCE NORTH 00°06'19" EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 88°56'08" EAST, A DISTANCE OF 10.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 81 SQUARE FEET OR 0.002 ACRES OF LAND, MORE OR LESS.

NEW PARCEL LOT 1

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14 BEING A CITY OF AVONDALE BRASS CAP AT THE INTERSECTION OF EL MIRAGE ROAD AND DURANGO STREET

THENCE NORTH 88°56'08" WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 14, A DISTANCE OF 350.00 FEET:

THENCE SOUTH 01°03'52" WEST, DEPARTING THE EAST-WEST MID-SECTION LINE OF SECTION 14, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND:

THENCE CONTINUING SOUTH 01°03'52" WEST, A DISTANCE OF 217.66 FEET;

THENCE SOUTH 89°41'48" WEST, A DISTANCE OF 96.04 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 7.71 FEET;

THENCE NORTH 90°0'00" WEST, A DISTANCE OF 101.78 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 12.21 FEET;

THENCE NORTH 00°06'19" EAST, A DISTANCE OF 205.69 FEET TO THE SOUTH LINE OF THE NORTH 40.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH 88°56'08" EAST ALONG THE SAID SOUTH LINE, A DISTANCE OF 210.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 44,933 SQUARE FEET OR 1.03 ACRES OF LAND, MORE OR LESS.

DEDICATION:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT THOMAS AND ANGELA MESSNER AS OWNERS HAVE PLATTED THE PROPERTY SHOWN HEREON UNDER THE NAME OF "MESSNER PROPERTY" A PLAT OF PROPERTY LOCATED IN A PORTION OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HAS PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "MESSNER PROPERTY" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, STREETS AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH LOT, STREET AND EASEMENT SHOWN ON SAID PLAT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT,

IN WITNESS WHEREOF, THOMAS AND ANGELA MESSNER, AS OWNER OF "MESSNER PROPERTY", HEREUNTO CAUSES ITS COMPANY NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2009.

BY: _____

ITS: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS ___ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED, _____, WHOSE IDENTITY WAS PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS DOCUMENT, AND WHO ACKNOWLEDGED THAT HE SIGNED THE ABOVE ATTACHED DOCUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVALS:

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA
THIS_____DAY OF_____2009,

_____ _____
MAYOR DATE

_____ _____
ATTEST, CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

SURVEYOR'S NOTES:

1. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OR RECORD WHICH WOULD AFFECT THIS PARCEL. HENCEFORTH PROPERTY MAY BE SUBJECT TO EXISTING EASEMENTS AND RIGHT-OF-WAYS.

2. NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE PUBLIC UTILITY EASEMENT EXCEPT PAVING, WOODEN, WIRE OR REMOVABLE SECTION OF FENCING. NO VEGETATION SHALL BE PLANTED WITHIN THE EASEMENT EXCEPT GRASS AND/OR GROUND COVER APPROVED BY THE DEVELOPMENT SERVICES DEPARTMENT LANDSCAPE ARCHITECT. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF AVONDALE SHALL NOT BE REQUIRED TO REPLACE ANY CONSTRUCTION, PAVING OR VEGETATION THAT BECOMES DAMAGED OR MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, RECONSTRUCTION OR REPAIR.

3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

4. OWNER INFORMATION WAS OBTAINED FROM THE MARICOPA COUNTY ASSESSOR'S WEBSITE AND MY BE INACCURATE OR OUT-OF-DATE.

5. LOT ARRANGEMENT SHOWN IS PER INSTRUCTIONS GIVEN TO SURVEYOR BY OWNER. SURVEYOR MAKES NO REPRESENTATION THAT LOT SHOWN MEET APPLICABLE REGULATIONS CONCERNING LOT SIZE, SETBACK REQUIREMENTS, ECT.

RECORD OWNERS:

APN 500-41-003-G
THOMAS & ANGELA MESSNER
2002 S. EL MIRAGE ROAD
AVONDALE, AZ 85323

APN 500-41-003-J
TAYLOR WOODROW ARIZONA INC
6720 N. SCOTTSDALE ROAD STE 390
SCOTTSDALE, AZ 85253

OWNER CERTIFICATION:

THIS CERTIFIES THAT TAYLOR WOODROW ARIZONA, INC., AN ARIZONA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY AS SHOWN HEREON AND IS REQUESTING THE DIVISION OF THE PROPERTY SHOWN HEREON UNDER THE MINOR LAND DIVISION PROCESS.

IN WITNESS WHEREOF;
TAYLOR WOODROW ARIZONA, INC., AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: _____

ITS: _____

OWNER CERTIFICATION:

THIS CERTIFIES THAT THOMAS AND ANGELA MESSNER ARE THE OWNERS OF THE PROPERTY AS SHOWN HEREON AND IS REQUESTING THE DIVISION OF THE PROPERTY SHOWN HEREON UNDER THE MINOR LAND DIVISION PROCESS.

IN WITNESS WHEREOF;
THOMAS MESSNER HAS HEREUNTO CAUSED HIS NAME TO BE SIGNED.

_____
THOMAS MESSNER

ACKNOWLEDGMENT:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS ___ DAY OF _____, 2009, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED, _____, WHO ACKNOWLEDGED HIMSELF TO BE AN OFFICER OF TAYLOR WOODROW ARIZONA, INC., AN ARIZONA LIMITED LIABILITY COMPANY AND THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO, HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE COMPANY, BY HIMSELF AS SUCH.

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

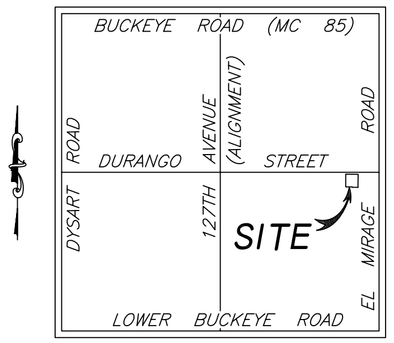
_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATION:

THIS TO THE CERTIFY THAT THE SURVEY AND MINOR LAND DIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2009; AND THAT THIS PLAT IS CORRECT AND ACCURATE, AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED OR WILL BE LOCATED AS SHOWN HEREON.

_____
LANCE C. DICKSON RLS #46643 DATE



VICINITY MAP
SECTION 14, T1N, R1W
NOT TO SCALE

REVISIONS

MINOR LAND DIVISION AND PROPERTY CONSOLIDATION

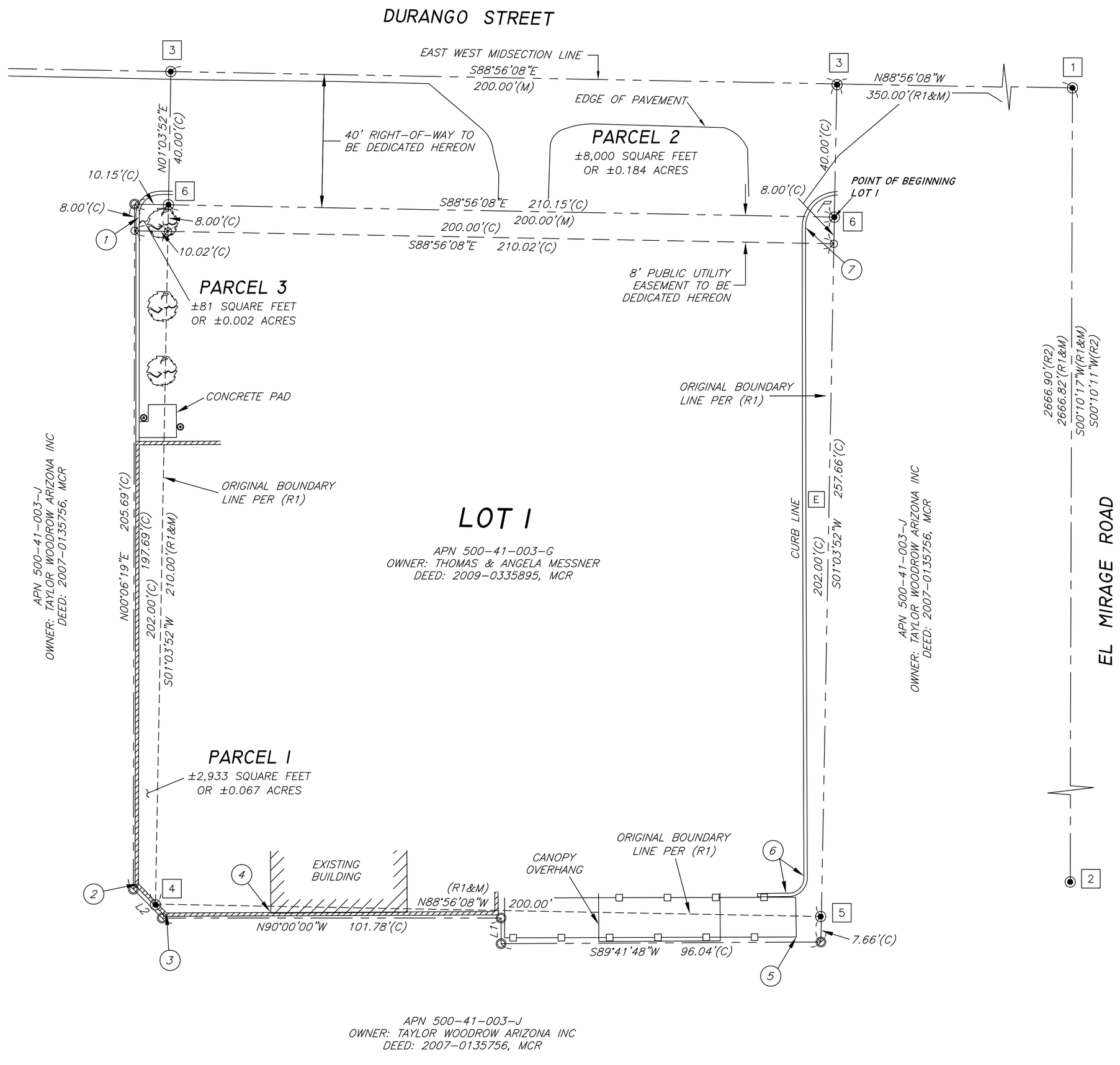
OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Arizona Surveying and Mapping
ABSOLUTE CONFIDENCE SINCE 1988
P.O. BOX 35455
2411 WEST NORTHERN AVENUE, SUITE 110
PHOENIX, ARIZONA 85069-5455
TEL (602) 246-9919 FAX (602) 246-9944
INFO@ASAMI.COM

FIELDWORK BY :	WDZ
DRAWN BY :	AWR
CHECKED BY :	LCD
JOB #	P09-051
DATE :	10-05-09

SHEET NO.

1



0 10 20 40 60

SCALE: 1" = 20'

MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED

1. FOUND CITY OF AVONDALE BRASS CAP FLUSH AT INTERSECTION OF EL MIRAGE ROAD AND DURANGO STREET. EAST 1/4 CORNER OF SECTION 14, T1N, R1W.
2. FOUND CITY OF AVONDALE BRASS CAP IN HANDHOLE AT INTERSECTION OF EL MIRAGE ROAD AND LOWER BUCKEYE. SOUTHEAST CORNER OF SECTION 14, T1N, R1W.
3. FOUND PK NAIL W/ NO TAG. ALSO FOUND PK NAIL W/ NO TAG LOCATED ±0.23' SOUTH.
4. FOUND PK NAIL W/ NO TAG ON WALL
5. FOUND 1/2" REBAR W/ NO TAG.
6. FOUND 1/2" REBAR W/ TAG RLS #46643, SET FROM PREVIOUS SURVEY BOOK 1011, PAGE 50, MCR

BOUNDARY NOTES:

1. EAST FACE OF CURB AT POINT OF CURVATURE IS ±8.69' WEST OF ORIGINAL BOUNDARY LINE.
2. EAST FACE OF WALL AT 45° BEND IS ±5.18' WEST OF ORIGINAL BOUNDARY LINE.
3. NORTH FACE OF WALL AT 45° BEND IS ±2.61' SOUTH OF ORIGINAL BOUNDARY LINE.
4. BUILDING CORNER IS ±2.06' SOUTH OF ORIGINAL BOUNDARY LINE.
5. FENCE LINE AT 90° BEND IS ±6.65' SOUTH OF ORIGINAL BOUNDARY LINE.
6. EAST FACE OF NORTH/SOUTH CURB AT POINT OF CURVATURE IS ±4.44' WEST AND SOUTH FACE OF EAST/WEST CURB AT POINT OF CURVATURE IS ±5.84 NORTH OF BOUNDARY LINE.
7. EAST FACE OF CURB AT POINT OF CURVATURE IS ±8.61' WEST OF BOUNDARY LINE.

BASIS OF BEARING:

S00°10'17"W ALONG THE MONUMENT LINE OF EL MIRAGE ROAD AS MEASURED BETWEEN MONUMENTS NUMBERED 1 AND 2 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES. ALSO SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 1011, PAGE 50, MCR.

REFERENCE DATA:

THIS SURVEY IS SUPPORTED BY THE FOLLOWING RECORD INFORMATION:

(R1) RECORDED DOCUMENT 2009-0335895, MCR

(R2) RECORD OF SURVEY BOOK 1011, PAGE 50, MCR

(R3) MC85 AT AQUA FRIA EXCESS LAND BOOK 684, PAGE 34, MCR

LEGEND:

- PARCEL BOUNDARY LINE
- ORIGINAL BOUNDARY LINE PER (R1)
- MONUMENT LINE
- EASEMENT LINE
- WOOD CORRAL FENCE
- BLOCK WALL
- SET 1/2" REBAR RLS #46643 UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED POINT. NOTHING FOUND AND NOTHING SET
- E — ELECTRIC TRANSFORMER
- GAS STUB UP
- MAILBOX
- TREE - SHADE
- (M) — MEASURED DATA
- (R) — RECORDED DATA
- (C) — CALCULATED DATA
- MCR — MARICOPA COUNTY RECORDS
- APN — ASSESSOR'S PARCEL NUMBER
- # — MONUMENT NOTE
- # — BOUNDARY NOTE

AREA:

NEW PARCEL OVERALL 44,933 SQUARE FEET OR 1.03 ACRES MORE OR LESS

LINE TABLE		
LINE	LENGTH	BEARING
L1(C)	7.71'	N00°00'00"E
L2(C)	12.21'	N45°00'00"W

REVISIONS

MINOR LAND DIVISION AND PROPERTY CONSOLIDATION

OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

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FIELDWORK BY :	WDZ
DRAWN BY :	AWR
CHECKED BY :	LCD
JOB #	P09-051
DATE :	10-05-09

SHEET NO.

2

CITY COUNCIL REPORT

SUBJECT:
Resolution 2874-1109 - Change Order to IGA with the City of Phoenix for transit services

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving Change Order #9 to an Intergovernmental Agreement with the City of Phoenix for transit services which will renew the agreement for one year, and authorize the Mayor and City Clerk to execute the appropriate documents.

BACKGROUND:

On behalf of the Avondale Urbanized Area (Avondale, Tolleson, and Goodyear) ,the City of Avondale entered into an Intergovernmental Agreement (No. 104703) with the City of Phoenix in FY03-04 for transit services. This agreement has been renewed and amended annually since July 2004. The last change order, covered the period July 1, 2008 through June 30, 2009. Typically this change order specifies the local share for transit services and the payment schedule, which had been quarterly payments due at the beginning of each quarter.

This year, Phoenix Transit requested that the entire local share be paid at the beginning of FY 2009-2010. Phoenix and Avondale transit and finance staff have discussed the new option and have determined that paying the local share up front at the start of the fiscal year is warranted. Phoenix Transit cannot access the FTA Grant until actual costs for providing the service are known. Phoenix Transit cannot determine the actual costs until after the fiscal year ends and all vendor invoices are submitted and accounts are reconciled. This process necessitates that Phoenix Transit provide the cash flow for the Avondale UZA Grant during the last part of the fiscal year. Other options for payment would force Avondale to forgo any possible savings determined after the annual reconciliation. Avondale staff paid the first two quarters of the annual local share in good faith while discussions with Phoenix Transit were ongoing.
The proposed public transit services provided by the City of Phoenix during FY09/10 are:

- START Route 131 (80 minute service frequency - stopping service at Avondale City Hall beginning January 2010)
- Route 17 - McDowell Road (60 minute frequency)
- Route 41 - Indian School Road (60 minute frequency - discontinuing service in January of 2010)
- Route 560 - RAPID Express (morning and evening commuter service)
- Route 3 - Van Buren Street (60 minute frequency)
- Green Line -Thomas Road and Avondale Blvd. (60 minute frequency)
- American's with Disabilities Act (ADA) service adjacent to the fixed route bus services

DISCUSSION:

FTA grant funds awarded to the UZA were $893,363 and the estimated net cost for transit services

is $1,928,011 resulting in the local share due to Phoenix Transit of $1,034,648. There are anticipated savings in the second half of this fiscal year, which will be realized during the annual reconciliation, which occurs after June 30, 2010.

However, to provide funds to offset Phoenix Transit's inability to access the grant funds throughout the year, Avondale will pay the last two quarters of the local share which is $517,324 on or before December 15, 2009.

BUDGETARY IMPACT:

The total estimated cost to the City of Avondale is $653,381. However, it is necessary to authorize an expenditure of $1,034,648 and a revenue stream of $381,268 from the other cities (excluding Phoenix) to accurately reflect the necessary transactions. If necessary, a year-end adjustment will be made according to actual expenses incurred. Because of the cuts that are being made in January the City will receive a refund. Funding is available in the FY09/10 budget in the transit services fund 215.

Funds are set aside in the transit account each year and are sufficient to pay the remainder of the local share. Staff will bill Goodyear and Tolleson for their proportionate share of the local match.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving Change Order #9 to an Intergovernmental Agreement with the City of Phoenix for transit services which will renew the agreement for one year, and authorize the Mayor and City Clerk to execute the appropriate documents to pay the remaining local share of $516,324.

ATTACHMENTS:

Click to download

- Resolution 2874-1109

RESOLUTION NO. 2874-1109

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A CHANGE ORDER EXTENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR TRANSIT SERVICES.

WHEREAS, the City of Phoenix ("Phoenix") is the designated fiscal agent to receive Federal Transit Administration funds for the operation of transit services for the Avondale Urbanized Area; and

WHEREAS, the City of Avondale (the "City") entered into an intergovernmental agreement with Phoenix relating to transit services in the Avondale Urbanized Area (the "Agreement") dated December 8, 2004; and

WHEREAS, the Council of the City of Avondale desires to approve Change Order No. 9 (the "Change Order") to the Agreement for the continuation and adjustment of transit services as described in the Agreement and as amended by the Change Order.

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

SECTION 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. Change Order No. 9 is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The expenditure of funds designated for transit services in the amount of $1,034,648.00 as described in the Change Order is hereby authorized.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Change Order 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, November 16, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2874-1109

[Change Order No. 9]

See following pages.

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

CONTRACT CHANGE ORDER

Change Order No.
NO. 9

Contract No.	Issued To: (Name of Contractor or Consultant)	Date
114703	City of Avondale	6/3/2009

Project Description: Transit Service Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

FY 2009-10

This change order is to extend the contract term one year, through June 30, 2010. This agreement is to provide fixed route service and necessary complimentary Dial A Ride service for the City of Avondale. The City of Phoenix will provide weekday, and Saturday fixed route services on routes 3, 17, 29A, 41 and weekday fixed route service on 131 and necessary complimentary Dial a Ride services.

Estimated annual miles for FY2009-20010 are 291,850. The total estimated farebox revenue is $50,256. Estimated Dial a Ride hours for FY 2009-10 are 4,484. Total estimated Dial A Ride revenue is $29,949. Total estimated net cost to the City of Avondale is $1,928,011. Estimated FTA grant funds available are $893,363 resulting in $1,034,648 cost to the City of Avondale. Payment is due by July 1, 2009.

Late payments shall be subject to a 12% annual charge computed on a monthly basis.

PHOENIX will do a financial reconciliation of this Agreement after June 30, 2010.

Financial Impact

This change order will result in no cost to Phoenix.

1. Amount of this Change Order for FY 2009-10	2. Amt. Of Prior Change Orders for FY 2009-10	3. Adj. Contract Amt. (1 & 2) FY 2009-10			
($1,034,648)	$0	($1,034,648)			

ACCEPTANCE	ENDORSEMENTS	
We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above. SIGNATURE:_____ TITLE: _____ DATE: _____	REQUESTED BY: _____ Patrick Dunn – Accountant III	DATE
	RECOMMENDED BY: _____ Kenneth Kessler – Department Budget Supervisor	DATE
	CHECKED AS TO AVAILABILITY OF FUNDS BY: N/A _____ Budget and Research Department	DATE
_X_ REVENUE __ EXPENDITURE	APPROVED FOR THE CITY MANAGER BY: _____ Debbie Cotton, Public Transit Director	DATE

CITY OF AVONDALE
PURCHASE OF TRANSIT SERVICES
CONTRACT ESTIMATE
FISCAL YEAR 2009-10

Route	Service Provider	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:								
3 A	First	156.5	256	40,064.0	$ 6.0980	$ 244,310	$ (2,804)	$ 241,506
3 G	First	13.3	256	3,404.8	$ 6.0980	$ 20,762	$ (238)	$ 20,524
3 P	First	1,025.0	256	262,400.0	$ 6.0980	$ 1,600,115	$ (640,256)	$ 959,859
3 T	First	81.1	256	20,761.6	$ 6.0980	$ 126,604	$ (1,453)	$ 125,151
Saturday:								
3 A	First	156.5	51	7,981.5	$ 6.0980	$ 48,671	$ (399)	$ 48,272
3 G	First	13.3	51	678.3	$ 6.0980	$ 4,136	$ (34)	$ 4,102
3 T	First	81.1	51	4,136.1	$ 6.0980	$ 25,222	$ (207)	$ 25,015
Weekday:								
17 A	First	141.4	256	36,198.4	$ 6.0980	$ 220,738	$ (3,258)	$ 217,480
17 G	First	62.7	256	16,051.2	$ 6.0980	$ 97,880	$ (1,445)	$ 96,436
Saturday:								
17 A	First	132.0	51	6,732.0	$ 6.0980	$ 41,052	$ (875)	$ 40,177
17 G	First	58.5	51	2,983.5	$ 6.0980	$ 18,193	$ (388)	$ 17,806
Weekday:								
41 A	First	52.4	256	13,414.4	$ 6.0980	$ 81,801	$ (1,476)	$ 80,325
Saturday:								
41 A	First	56.9	51	2,901.9	$ 6.0980	$ 17,696	$ (1,538)	$ 16,158
Weekday:								
29 A	First	134.8	256	34,508.8	$ 6.0980	$ 210,435	$ (7,592)	$ 202,843
Saturday:								
29 A	First	116.8	51	5,956.8	$ 6.0980	$ 36,325	$ (1,310)	$ 35,014
Total		2,282.3		458,173.3		$ 2,793,941	$ (663,273)	$ 2,130,667
Dial-a-Ride			307	4,484.0	$ 48.4013	$ 217,031	$ (29,949)	$ 187,083

Grant/Administrative Support Services	$ 20,000
Service Cost (Excluding Phoenix Share)	$ 1,357,891
Total Cost (Excluding Phoenix Share)	$ 1,377,891
FTA Operating Assistance @ 50%	$ 893,363
Avondale Share of Cost	$ 484,528
Phoenix Local Share (Over Match)	$ 969,859

Route 131 Costs by Jurisdiction FY 2008-09

Weekday:								
Avondale	First	242.8	256	62,156.8	$ 6.0094	$ 373,525	$ (16,782)	$ 356,743
Goodyear	First	55.3	256	14,156.8	$ 6.0094	$ 85,074	$ (3,539)	$ 81,535
Phoenix	First	62.0	256	15,872.0	$ 6.0094	$ 95,381	$ (21,586)	$ 73,795
Tolleson	First	77.2	256	19,763.2	$ 6.0094	$ 118,765	$ (6,917)	$ 111,848
Total		437.3		111,948.8		$ 672,745	$ (48,825)	$ 623,921

Job Access and Reverse Com. @ 50%	$ -
FTA Operating Assist. @ 50% of Balance	$ -
Total Local Share	$ 623,921

Route 131 Funding Split Fiscal Year 2010:		
Avondale	63.15%	$ 347,400
Goodyear	22.10%	$ 121,580
Phoenix	0.00%	$ 73,800
Tolleson	14.75%	$ 81,140
Totals	100.0%	$ 623,921

Source of Funds:	
FTA Operating Assistance	$ 893,363
Job Access Reverse Commute	$ -
Local Funds West Valley	$ 1,034,648
Local Funds Phoenix	$ 1,043,659
Total All Sources	$ 2,971,671

CITY COUNCIL REPORT

SUBJECT:
Resolution 2875-1109 - Canvass of Votes for the November 3, 2009 Election

MEETING DATE:
November 16, 2009

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a resolution canvassing the election results of the November 3, 2009 Election. The Council will take appropriate action.

DISCUSSION:

The City of Avondale held an Election on Tuesday, November 3, 2009. In accordance with State Statute, City Council must canvass the election results no less than six days and no more than twenty days after the election.

Election results are as follows:

Proposition	*Yes*	*No*	*Results*
Proposition 300 - Home Rule	2,048	649	Passed
Proposition 400 - Manner of adoption of local tax rate	1,538	1,130	Passed
Proposition 401 - Qualification of electors for bond elections	1,244	1,437	Failed
Proposition 402 - Setting dates of elections	1,760	896	Passed
Proposition 403 - Reading and posting or ordinances and resolutions	1,904	734	Passed
Proposition 404 - Action necessary for acquisition or disposition of public property	1,449	1,144	Passed

There were 2,745 ballots cast yielding a 9.55% voter turnout. All propositions were approved by the voters.

RECOMMENDATION:

Staff is recommending that City Council adopt a resolution canvassing the election results of the November 3, 2009 Election

ATTACHMENTS:

Click to download

- Resolution 2875-1109

RESOLUTION NO. 2875-1109

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 3, 2009.

WHEREAS, the City of Avondale (the "City"), Arizona, did hold a general election on the 3rd day of November, 2009 (the "Election") for consideration of (i) Question 1, proposing an extension of the alternative local expenditure limitation, (ii) Question 2, providing for an amendment to Article VI, Section 6 of the Avondale City Charter relating to the date of adoption of the local tax rate and to the method of adoption of such rate, (iii) Question 3, providing for an amendment to Article IX, Section 3 of the Avondale City Charter relating to qualification of electors for bond elections, (iv) Question 4, providing for an amendment to Article IX, Sections 6 and 9 of the Avondale City Charter relating to prescribed dates for primary and general elections of the City, (v) Question 5, providing for an amendment to Article VII, Section 6 of the Avondale City Charter relating to the reading of ordinances and resolutions and the posting of supporting documents for proposed ordinances and resolutions, (vi) Question 6, providing for an amendment to Article VII, Section 5 of the Avondale City Charter relating to Council action necessary for the acquisition or disposition of public property.

WHEREAS, the Election returns have been presented to and have been canvassed by the Council of the City of Avondale.

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

SECTION 1. That the total number of ballots cast at the Election, as shown by the poll lists, was 2,745.

SECTION 2. That the number of provisional ballots was 35, and that ballots found to be ineligible were 11.

SECTION 3. That the votes cast for Question 1 were as follows:

YES	2,048
NO	659

SECTION 4. That the votes cast for Question 2 were as follows:

YES	1,538
NO	1,130

SECTION 5. That the votes cast for Question 3 were as follows:

YES	1,244
NO	1,437

SECTION 6. That the votes cast for Question 4 were as follows:

YES	1,760
NO	896

SECTION 7. That the votes cast for Question 5 were as follows:

YES	1,904
NO	734

SECTION 8. That the votes cast for Question 6 were as follows:

YES	1,449
NO	1,144

SECTION 9. That this Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Council of the City of Avondale, November 16, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1125511.1

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1393-1109 - Authorizing the Acquisition of Real Property for Right-of-Way for the Avondale Boulevard and Interstate 10 Traffic Interchange Improvement Project

MEETING DATE:
November 16, 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 an ordinance authorizing the acquisition by purchase, condemnation, or dedication of three (3) parcels of land for right-of-way required for the Avondale Boulevard and Interstate 10 (I-10) Traffic Interchange (TI) Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

BACKGROUND:

As a part of the FY09-10 CIP, the City plans to construct roadway widening improvements and install a traffic signal at the intersection of Avondale Boulevard and I-10 TI (see attached vicinity map). Staff contracted with URS Engineering for the design of the street improvement project. With the increased delay time to access eastbound I-10 combined with the need for additional lanes under the freeway, this project is warranted.

DISCUSSION:

URS has completed the 90% design and has determined that the required right-of-way necessary to construct a street does not exist. In order to construct the street widening improvements, the acquisition of right-of-way from three (3) parcels is necessary. Staff contacted the property owners regarding their interest in dedicating or selling and they are willing to sell to the City. Staff has reviewed and approved the legal descriptions. The parcels addressed in this report are located along Avondale Blvd and are as follows:

Property Owner	Address/Parcel No.	Appraised Value
Avondale Blvd, LLC	500-01-018	$24,350
RT Southwest Franchise, LLC	102-56-016	$79,700
Avondale Gateway, LLC	102-56-015	$23,898

BUDGETARY IMPACT:

Funding in the amount of $127,948 for the purchase of the three (3) parcels is available in CIP Street Fund Line Item No. 304-1152, Avondale Blvd Bridge Widening North of I-10.

RECOMMENDATION:

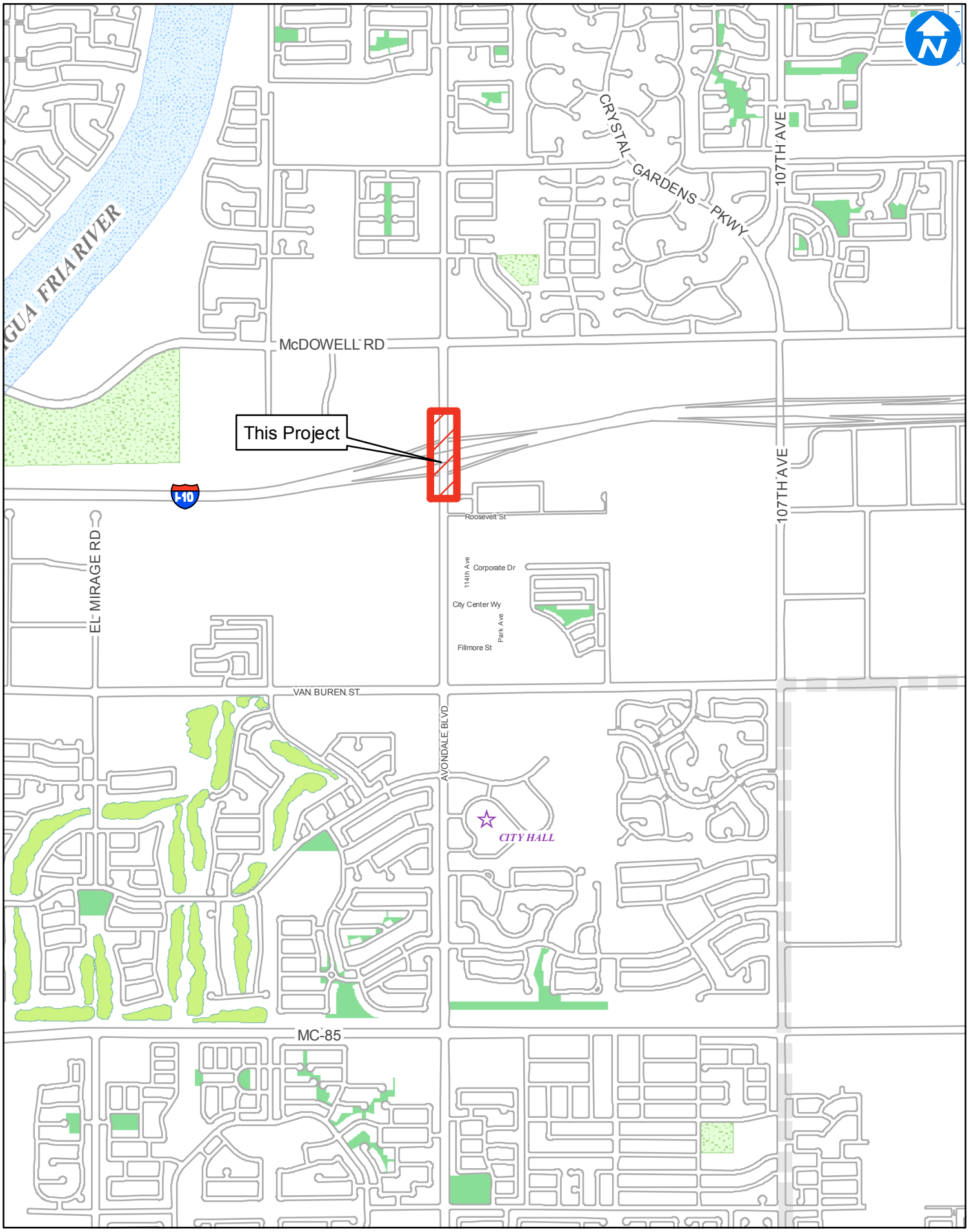
Staff is requesting that the City Council approve an ordinance authorizing the acquisition by purchase, condemnation, or dedication of three (3) parcels of land for right-of-way required for the Avondale Boulevard and Interstate 10 (I-10) Traffic Interchange (TI) Improvement Project and

authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1393-1109



Map Produced by Avondale Water Resources/GIS Division

City of Avondale
Avondale Blvd & I-10 TI Improvements

ORDINANCE NO. 1393-1109

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION BY PURCHASE, CONDEMNATION OR DEDICATION OF REAL PROPERTY FOR PUBLIC USE RELATING TO THE CONSTRUCTION OF AVONDALE BOULEVARD TRAFFIC INTERCHANGE.

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter (the "Charter") authorizes the Council of the City of Avondale (the "City Council") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it; and

WHEREAS, the City Council has authorized the construction of roadway improvements along Avondale Boulevard, at the traffic interchange with Interstate 10 (the "Project"), requiring the acquisition of real property and easements appurtenant thereto where insufficient right-of-way currently exists; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property necessary for the completion of the Project.

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

SECTION 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase, condemnation or dedication, of the following is hereby authorized: (i) ± 0.221 acres of real property, being portions of Maricopa County Assessor's Parcel Nos. 102-56-015, 102-56-016 and 500-01-018, generally located along Avondale Boulevard south of Interstate 10 (the "Rights-of-Way"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference and (ii) various easements appurtenant thereto being portions of Maricopa County Assessor's Parcel Nos. 102-56-004Y, 102-56-015, 102-56-016, 500-01-005S and 500-01-018, generally located along Avondale Boulevard, south of Interstate 10 (the "Easements"), as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference (collectively, the Rights-of-Way and the Easements are referred to herein as the "Acquisition Properties").

SECTION 3. In the event that a negotiated purchase cannot be reached for the Acquisition Properties, the City Attorney is hereby authorized and directed to immediately

initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said property at the earliest possible date.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, November 16, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1393-1109

[Legal descriptions and maps of Rights-of-Way]

See following pages.

URS

LEGAL DESCRIPTION FOR
NEW RIGHT OF WAY
(Maricopa County Assessor Parcel No. 102-56-015)

That portion of Lot 1, AVONDALE GATEWAY, according to the plat of record, Book 854 of Maps, Page 35, recorded at the Maricopa County Recorder's Office, said Lot 1 also lies within the Northwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6 (3" brass cap) from which the Northwest corner of said Section 6 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 100.58 feet along the West line of said Section 6;

thence departing said West line North 89°57'25" East, 65.00 feet to a westerly line of said Lot 1 and the POINT OF BEGINNING;

thence North 00°02'35" West, 5.00 feet along said westerly line of Lot 1 to a corner of said Lot 1;

thence North 06°47'58" East, 58.75 feet along a westerly line of said Lot 1 to a corner of said Lot 1;

thence North 00°02'35" West, 39.83 feet along a westerly line of said Lot 1 to a corner of said Lot 1;

thence North 44°57'25" East, 35.36 feet along a northwesterly line of said Lot 1 to a corner of said Lot 1;

thence North 89°57'25" East, 7.07 feet along a northerly line of said Lot 1;

thence departing said northerly line South 44°57'25" West, 26.97 feet;

thence South 01°07'34" West, 73.52 feet;

thence South 27°25'11" West, 40.12 feet to the POINT OF BEGINNING.

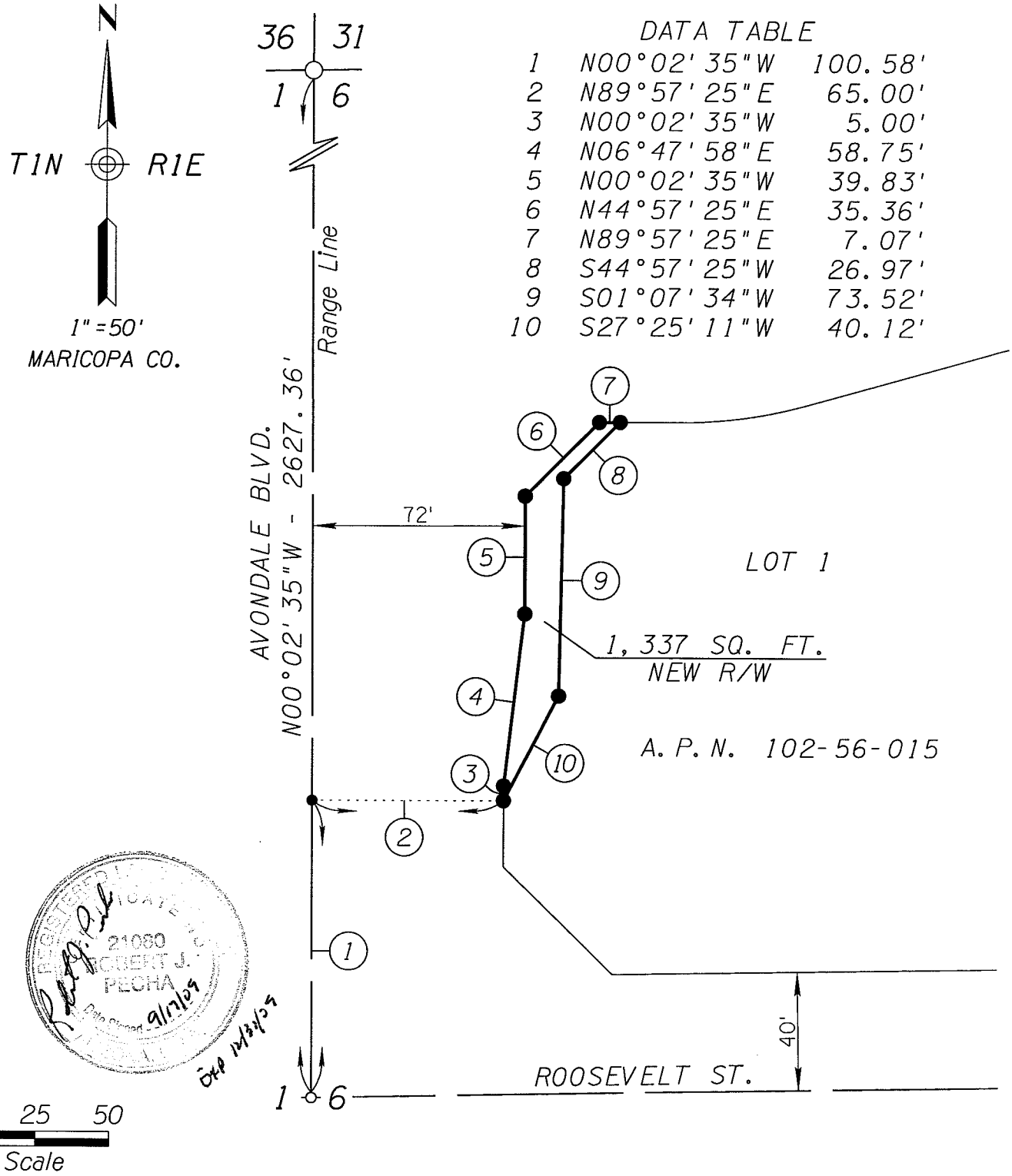
Said New Right of Way contains 1,337 square feet or 0.0307 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21080
ROBERT J.
PECHA
Date Signed 9/17/09
ARIZONA, U.S.A.

Ed 12/31/09

EXHIBIT A1
NEW RIGHT OF WAY

A PORTION OF LOT 1, AVONDALE GATEWAY, ACCORDING TO BOOK 854 OF MAPS, PAGE 35 RECORDS OF MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02'35"W	100.58'
2	N89°57'25"E	65.00'
3	N00°02'35"W	5.00'
4	N06°47'58"E	58.75'
5	N00°02'35"W	39.83'
6	N44°57'25"E	35.36'
7	N89°57'25"E	7.07'
8	S44°57'25"W	26.97'
9	S01°07'34"W	73.52'
10	S27°25'11"W	40.12'

REGISTERED LAND SURVEYOR 21060 ROBERT J. PECHA Date Signed 9/17/09

URS 7720 North 16th Street Suite 100 - Phoenix, AZ 85020 - 602.371.1100

EXHIBIT OF NEW RIGHT OF WAY
AVONDALE BLVD. & ROOSEVELT ST.

URS

LEGAL DESCRIPTION FOR
NEW RIGHT OF WAY
(Maricopa County Assessor Parcel No. 102-56-016)

That portion of Lot 2, AVONDALE GATEWAY, according to the plat of record, Book 854 of Maps, Page 35, recorded at the Maricopa County Recorder's Office, said Lot 2 also lies within the Northwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6 (3" brass cap) from which the Northwest corner of said Section 6 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 313.75 feet along the West line of said Section 6;

thence departing said West line North 89°57'25" East, 75.00 feet to a corner of said Lot 2 and the POINT OF BEGINNING;

thence North 00°02'35" West, 273.95 feet along the westerly line of said Lot 2 to a corner of said Lot 2;

thence North 70°50'00" East, 20.11 feet along the northerly line of said Lot 2 and the southerly right of way of the I-10 Phoenix-Ehrenberg Highway;

thence departing said northerly line of Lot 2 and the southerly right of way of the I-10 Phoenix-Ehrenberg Highway, South 01°19'40" West, 292.62 feet to a southwesterly line of said Lot 2;

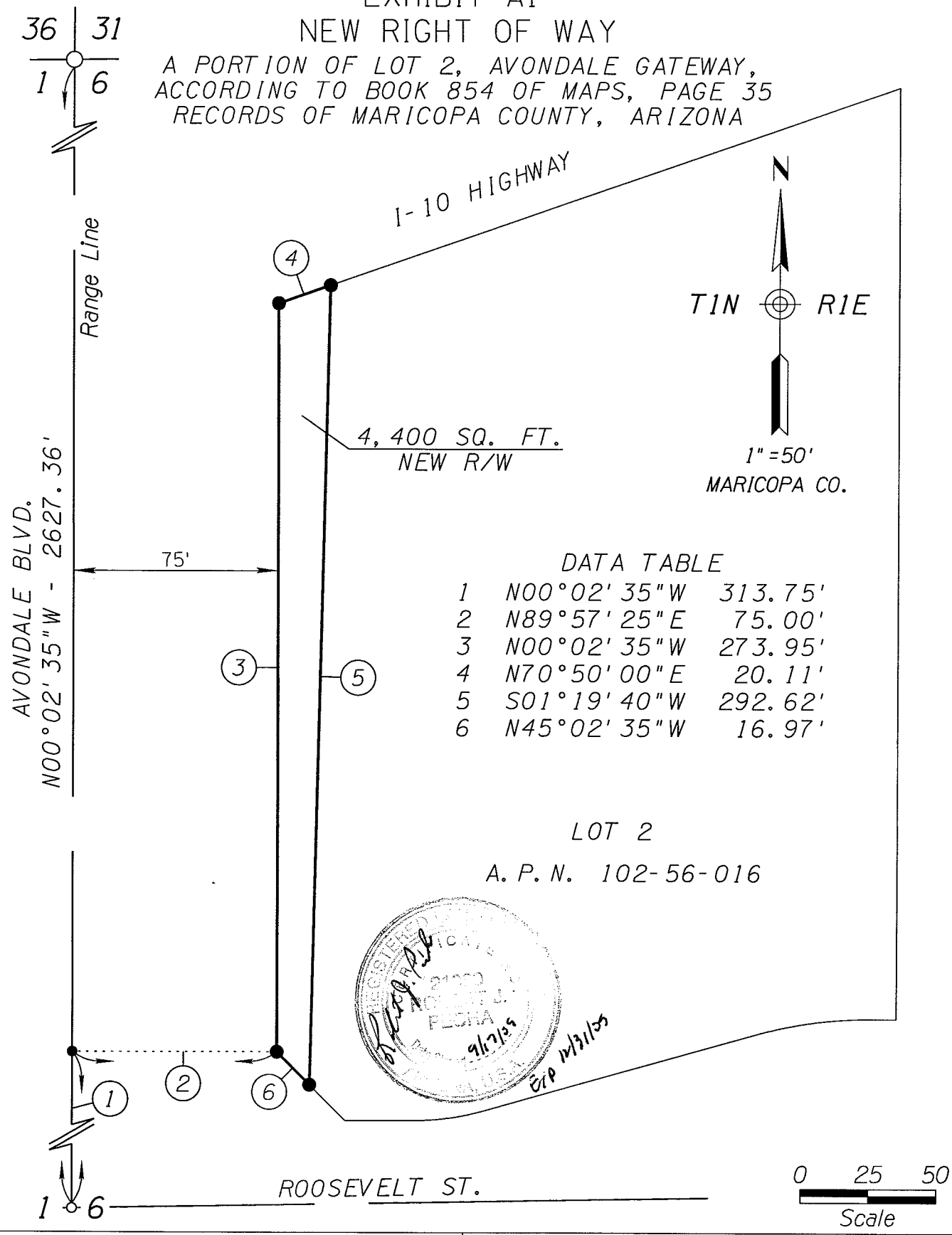
thence North 45°02'35" West, 16.97 feet along said southwesterly line to the POINT OF BEGINNING.

Said New Right of Way contains 4,400 square feet or 0.1010 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21080
ROBERT J.
PECHA
Date Signed 9/17/09
6/8 12/3/09

EXHIBIT A1
NEW RIGHT OF WAY

A PORTION OF LOT 2, AVONDALE GATEWAY,
ACCORDING TO BOOK 854 OF MAPS, PAGE 35
RECORDS OF MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02'35"W	313.75'
2	N89°57'25"E	75.00'
3	N00°02'35"W	273.95'
4	N70°50'00"E	20.11'
5	S01°19'40"W	292.62'
6	N45°02'35"W	16.97'

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85020 - 602.371.1100

EXHIBIT OF NEW RIGHT OF WAY
AVONDALE BLVD. & I-10

URS

LEGAL DESCRIPTION FOR
NEW RIGHT OF WAY
(Maricopa County Assessor Parcel No. 500-01-018)

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

COMMENCING at the East quarter corner of said Section 1 (3" brass cap) from which the Northeast corner of said Section 1 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 171.26 feet along the East line of said Section 1;

thence departing said East line South 89°57'25" West, 65.00 feet to the West line of the East 65.00 feet of said Section 1 and the POINT OF BEGINNING;

thence departing said West line of the East 65.00 feet of Section 1, North 02°45'02" West, 317.54 feet;

thence North 22°21'50" West, 3.95 feet;

thence North 00°02'35" West, 49.91 feet;

thence North 15°32'46" West, 30.56 feet to the southerly right of way of the I-10 Phoenix-Ehrenberg Highway;

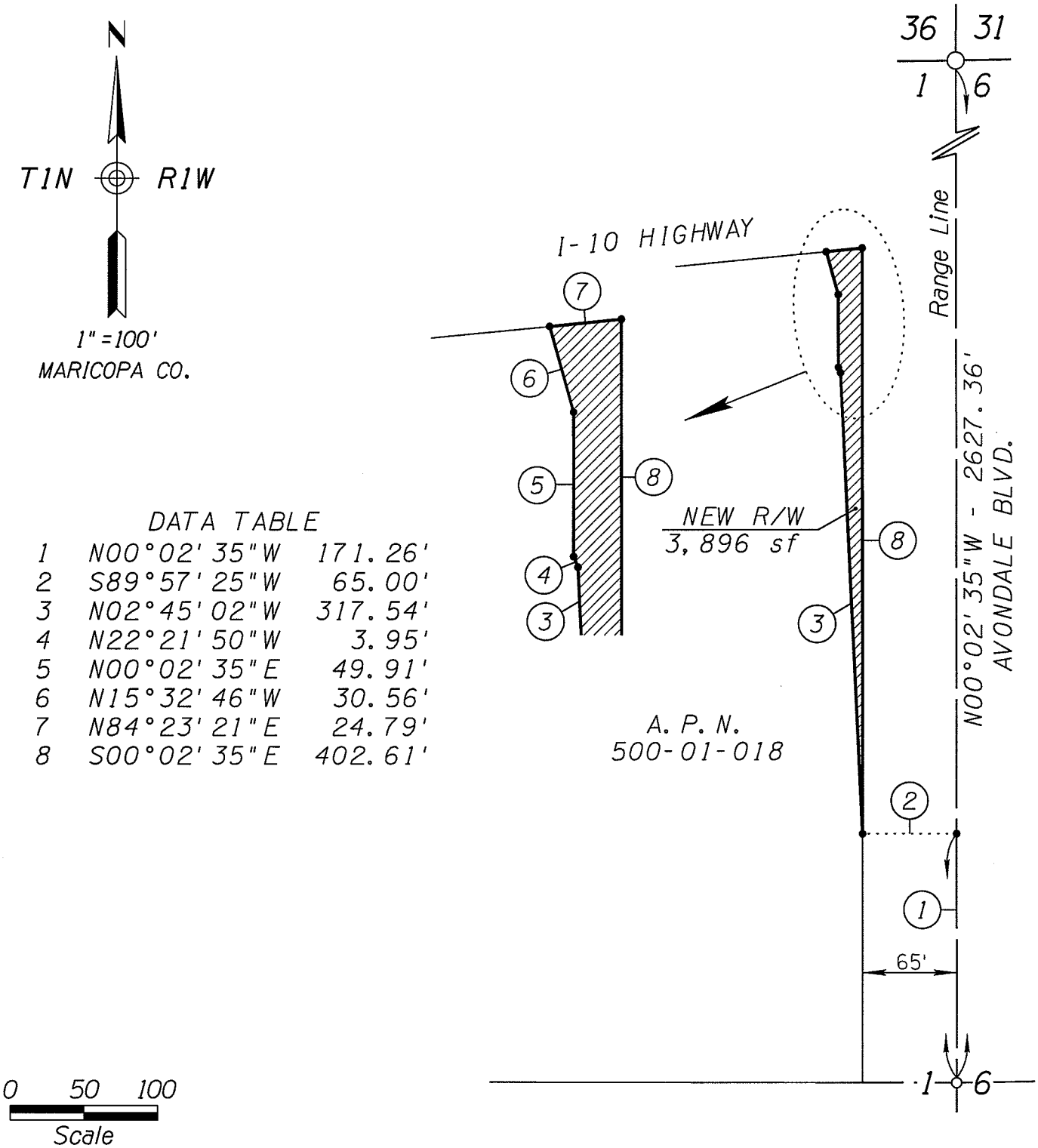
thence North 84°23'21" East, 24.79 feet along said southerly right of way to said West line of the East 65.00 feet of Section 1;

thence departing said southerly right of way, South 00°02'35" East, 402.61 feet along said West line of the East 65.00 feet of Section 1 to the POINT OF BEGINNING.

Said New Right of Way contains 3,896 square feet or 0.0894 acres more or less.

EXHIBIT A1
NEW RIGHT OF WAY

A PORTION OF THE NE4 OF SECTION 1, T1N, R1W, G&SRM, RECORDS OF MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02'35"W	171.26'
2	S89°57'25"W	65.00'
3	N02°45'02"W	317.54'
4	N22°21'50"W	3.95'
5	N00°02'35"E	49.91'
6	N15°32'46"W	30.56'
7	N84°23'21"E	24.79'
8	S00°02'35"E	402.61'

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7720 North 16th Street
Suite 100 - Phoenix, AZ
85020 - 602.371.1100

EXHIBIT OF NEW RIGHT OF WAY
AVONDALE BLVD. & I-10

50001018%ftrw.dgn

EXHIBIT B
TO
ORDINANCE NO. 1393-1109

[Legal descriptions and maps of Easements]

See following pages.

URS

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT
(Maricopa County Assessor Parcel No. 102-56-004Y)

That portion of the Northwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6 (3" brass cap) from which the Northwest corner of said Section 6 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 1553.20 feet along the West line of said Section 6;

thence departing said West line North 89°57'25" East, 65.00 feet to the easterly right of way of 115th Avenue (Avondale Boulevard) and the POINT OF BEGINNING;

thence North 00°02'35" West, 75.00 feet along said easterly right of way;

thence departing said easterly right of way North 89°57'25" East, 15.00 feet;

thence South 00°02'35" East, 75.00 feet;

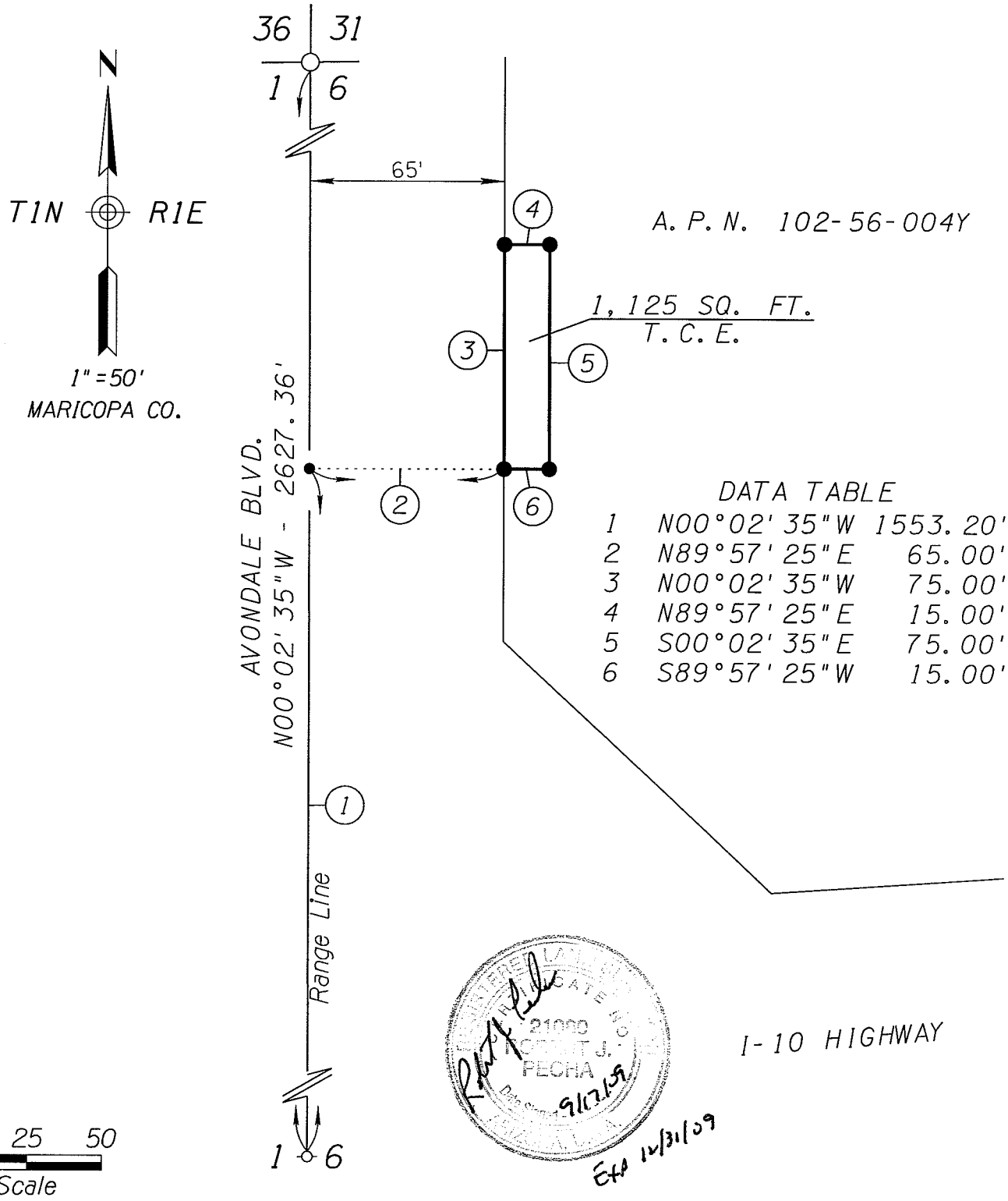
thence South 89°57'25" West, 15.00 feet to the POINT OF BEGINNING.

Said Temporary Construction Easement contains 1,125 square feet or 0.0258 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21080
ROBERT J.
PECHA
Date Signed 9/17/09
ARIZONA, U.S.A.

Etp 10/21/09

EXHIBIT B1
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF THE NW4 OF SECTION 6, T1N, R1E, G&SRM, MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02'35"W	1553.20'
2	N89°57'25"E	65.00'
3	N00°02'35"W	75.00'
4	N89°57'25"E	15.00'
5	S00°02'35"E	75.00'
6	S89°57'25"W	15.00'

Exp 12/31/09

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Suite 100 - Phoenix, AZ
85020 - 602.371.1100

EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT
AVONDALE BLVD. & I-10

URS

LEGAL DESCRIPTION FOR
PUBLIC UTILITY EASEMENT
(Maricopa County Assessor Parcel No. 102-56-015)

That portion of Lot 1, AVONDALE GATEWAY, according to the plat of record, Book 854 of Maps, Page 35, recorded at the Maricopa County Recorder's Office, said Lot 1 also lies within the Northwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6 (3" brass cap) from which the Northwest corner of said Section 6 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 177.19 feet along the West line of said Section 6;

thence departing said West line North 89°57'25" East, 84.34 feet to the POINT OF BEGINNING;

thence South 88°52'26" East, 8.00 feet;

thence South 01°07'34" West, 20.00 feet;

thence North 88°52'26" West, 8.00 feet;

thence North 01°07'34" East, 20.00 feet to the POINT OF BEGINNING.

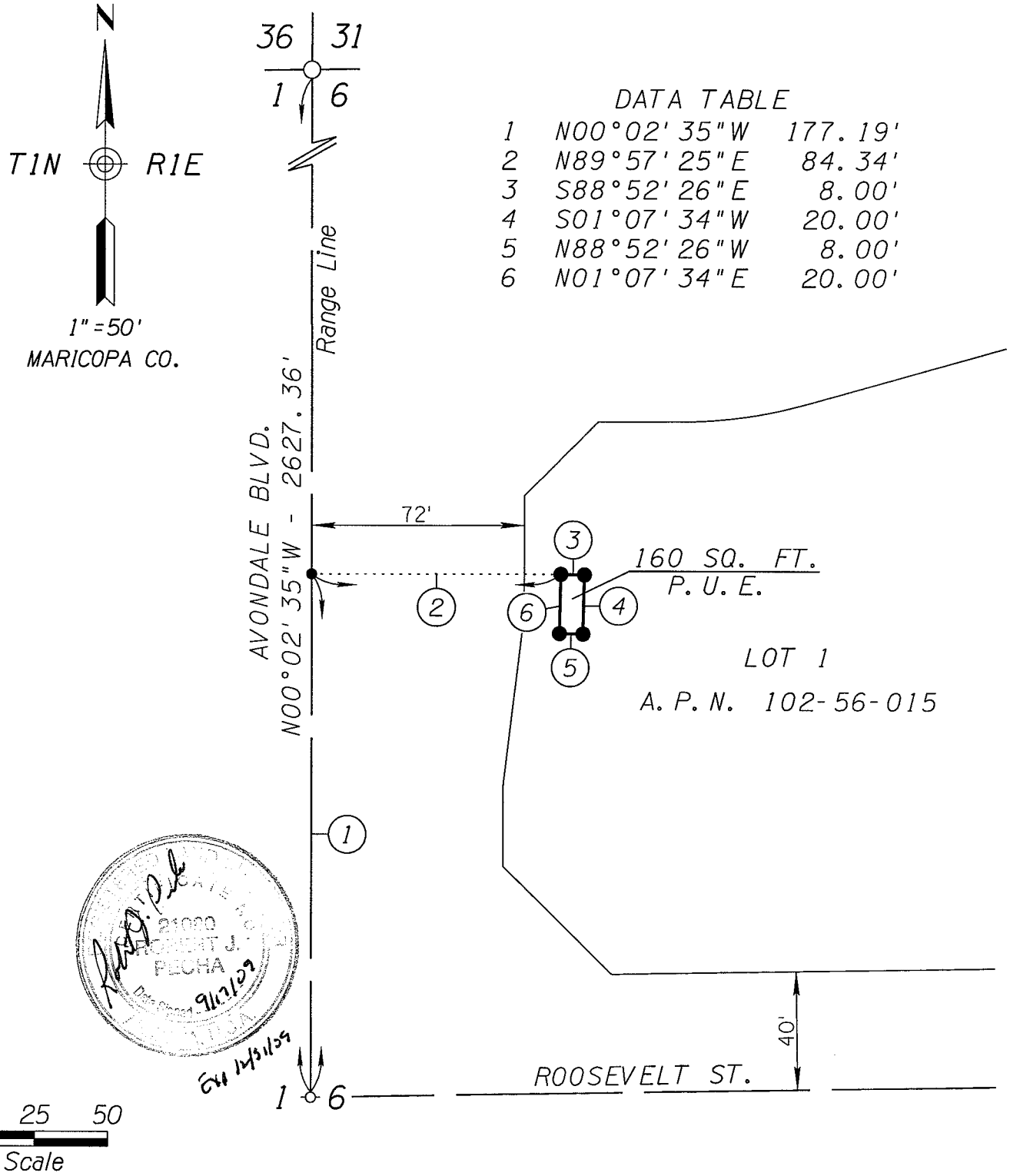
Said Public Utility Easement contains 160 square feet or 0.0037 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21020
ROBERT J.
PECHA
Date Signed 9/17/09
ARIZONA U.S.A.

OKP 11/3/09

EXHIBIT C1
PUBLIC UTILITY EASEMENT

A PORTION OF LOT 1, AVONDALE GATEWAY,
ACCORDING TO BOOK 854 OF MAPS, PAGE 35
RECORDS OF MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02'35"W	177.19'
2	N89°57'25"E	84.34'
3	S88°52'26"E	8.00'
4	S01°07'34"W	20.00'
5	N88°52'26"W	8.00'
6	N01°07'34"E	20.00'

URS
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Suite 100 - Phoenix, AZ
85020 - 602.371.1100

EXHIBIT OF PUBLIC UTILITY EASEMENT
AVONDALE BLVD. & ROOSEVELT ST.

URS

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT
(Maricopa County Assessor Parcel No. 102-56-015)

Parcel No. 1

That portion of Lot 1, AVONDALE GATEWAY, according to the plat of record, Book 854 of Maps, Page 35, recorded at the Maricopa County Recorder's Office, said Lot 1 also lies within the Northwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6 (3" brass cap) from which the Northwest corner of said Section 6 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 100.58 feet along the West line of said Section 6;

thence departing said West line North 89°57'25" East, 65.00 feet to a westerly line of said Lot 1 and the POINT OF BEGINNING;

thence departing said westerly line North 27°25'11" East, 23.34 feet;

thence North 88°59'20" East, 104.88 feet;

thence South 01°00'40" East, 80.00 feet to the southerly line of said Lot 1;

thence South 88°59'20" West, 80.00 feet along said southerly line to a corner of said Lot 1;

thence North 45°31'37" West, 51.88 feet along a southwesterly line of Lot 1 to a corner of said Lot 1;

thence North 00°02'35" West, 22.48 feet along said westerly line of Lot 1 to the POINT OF BEGINNING.

Said Parcel No. 1 contains 8,511 square feet or 0.1954 acres more or less.

Parcel No. 2

That portion of Lot 1, AVONDALE GATEWAY, according to the plat of record, Book 854 of Maps, Page 35, recorded at the Maricopa County Recorder's Office, said Lot 1 also lies within the Northwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6 (3" brass cap) from which the Northwest corner of said Section 6 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 177.19 feet along the West line of said Section 6;

thence departing said West line North 89°57'25" East, 84.34 feet to the POINT OF BEGINNING;

thence North 01°07'34" East, 32.50 feet;

thence North 44°57'25" East, 26.97 feet to the northerly line of said Lot 1;

thence departing said northerly line South 20°53'58" West, 55.21 feet to the POINT OF BEGINNING.

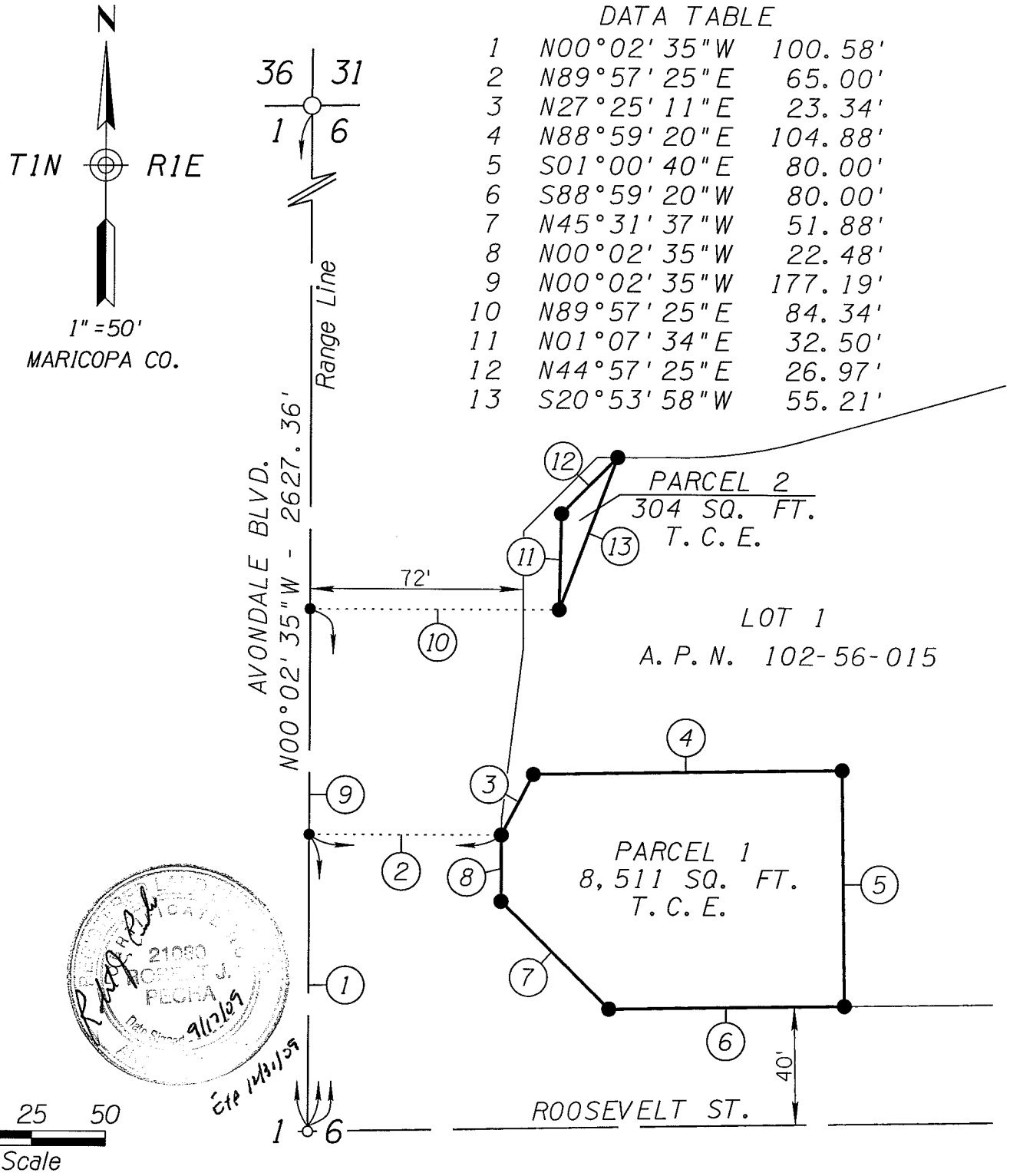
Said Parcel No. 2 contains 304 square feet or 0.0070 acres more or less.

Said Parcel Nos. 1 and 2 contain a total of 8,815 square feet or 0.2024 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21080
ROBERT J.
PECHA
Date Signed 9/17/09
ARIZONA, U.S.A.

Etp 11/30/09

EXHIBIT B1
TEMPORARY CONSTRUCTION EASEMENTS
PORTIONS OF LOT 1, AVONDALE GATEWAY,
ACCORDING TO BOOK 854 OF MAPS, PAGE 35
RECORDS OF MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02' 35"W	100.58'
2	N89°57' 25"E	65.00'
3	N27°25' 11"E	23.34'
4	N88°59' 20"E	104.88'
5	S01°00' 40"E	80.00'
6	S88°59' 20"W	80.00'
7	N45°31' 37"W	51.88'
8	N00°02' 35"W	22.48'
9	N00°02' 35"W	177.19'
10	N89°57' 25"E	84.34'
11	N01°07' 34"E	32.50'
12	N44°57' 25"E	26.97'
13	S20°53' 58"W	55.21'

URS
7720 North 16th Street
Suite 100 - Phoenix, AZ
85020 - 602.371.1100

EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENTS
AVONDALE BLVD. & ROOSEVELT ST.

URS

LEGAL DESCRIPTION FOR
PUBLIC UTILITY EASEMENT
(Maricopa County Assessor Parcel No. 102-56-016)

That portion of Lot 2, AVONDALE GATEWAY, according to the plat of record, Book 854 of Maps, Page 35, recorded at the Maricopa County Recorder's Office, said Lot 2 also lies within the Northwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6 (3" brass cap) from which the Northwest corner of said Section 6 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 594.29 feet along the West line of said Section 6;

thence departing said West line North 89°57'25" East, 94.00 feet to the northerly line of said Lot 2 and the southerly right of way of the I-10 Phoenix-Ehrenberg Highway and the POINT OF BEGINNING;

thence North 70°50'00" East, 20.28 feet along said northerly line of Lot 2 and the southerly right of way of the I-10 Phoenix-Ehrenberg Highway;

thence departing said northerly line of Lot 2 and the southerly right of way of the I-10 Phoenix-Ehrenberg Highway, South 01°19'40" West, 33.10 feet;

thence North 88°40'20" West, 19.00 feet;

thence North 01°19'40" East, 26.00 feet to the POINT OF BEGINNING.

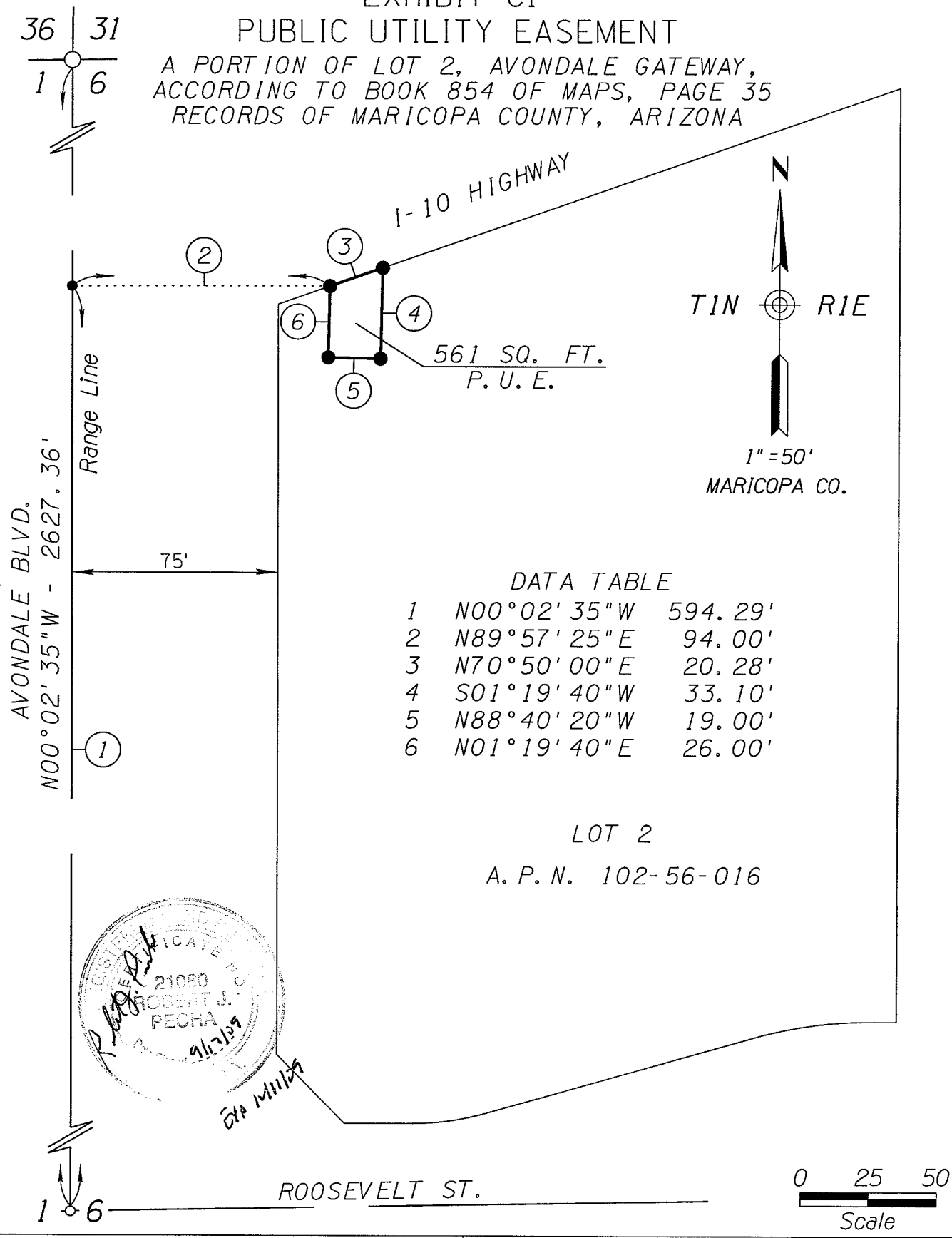
Said Public Utility Easement contains 561 square feet or 0.0129 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21080
ROBERT J.
PECHA
Date Signed 9/12/09

12/31/09

EXHIBIT C1
PUBLIC UTILITY EASEMENT

A PORTION OF LOT 2, AVONDALE GATEWAY,
ACCORDING TO BOOK 854 OF MAPS, PAGE 35
RECORDS OF MARICOPA COUNTY, ARIZONA



1	N00°02'35"W	594.29'
2	N89°57'25"E	94.00'
3	N70°50'00"E	20.28'
4	S01°19'40"W	33.10'
5	N88°40'20"W	19.00'
6	N01°19'40"E	26.00'

URS
7720 North 16th Street
Suite 100 - Phoenix, AZ
85020 - 602.371.1100

EXHIBIT OF PUBLIC UTILITY EASEMENT
AVONDALE BLVD. & I-10

URS

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT
(Maricopa County Assessor Parcel No. 102-56-016)

That portion of Lot 2, AVONDALE GATEWAY, according to the plat of record, Book 854 of Maps, Page 35, recorded at the Maricopa County Recorder's Office, said Lot 2 also lies within the Northwest quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6 (3" brass cap) from which the Northwest corner of said Section 6 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 301.75 feet along the West line of said Section 6;

thence departing said West line North 89°57'25" East, 87.00 feet to a southwesterly line of said Lot 2 and the POINT OF BEGINNING;

thence departing said southwesterly line North 01°19'40" East, 266.62 feet;

thence South 88°40'20" East, 19.00 feet;

thence North 01°19'40" East, 33.10 feet to the northerly line of said Lot 2 and the southerly right of way of the I-10 Phoenix-Ehrenberg Highway;

thence North 70°50'00" East, 8.29 feet along said northerly line of said Lot 2 and the southerly right of way of the I-10 Phoenix-Ehrenberg Highway;

thence departing said northerly line of Lot 2 and the southerly right of way of the I-10 Phoenix-Ehrenberg Highway, South 00°02'35" East, 41.90 feet;

thence South 89°57'25" West, 6.00 feet;

thence South 00°02'35" East, 130.00 feet;

thence South 89°57'25" West, 12.00 feet;

thence South 00°02'35" East, 143.00 feet to the southerly line of said Lot 2;

thence South 89°57'25" West, 3.00 feet along said southerly line to a corner of said Lot 2;

thence North 45°02'35" West, 18.38 feet along said southwesterly line of Lot 2 to the POINT OF BEGINNING.

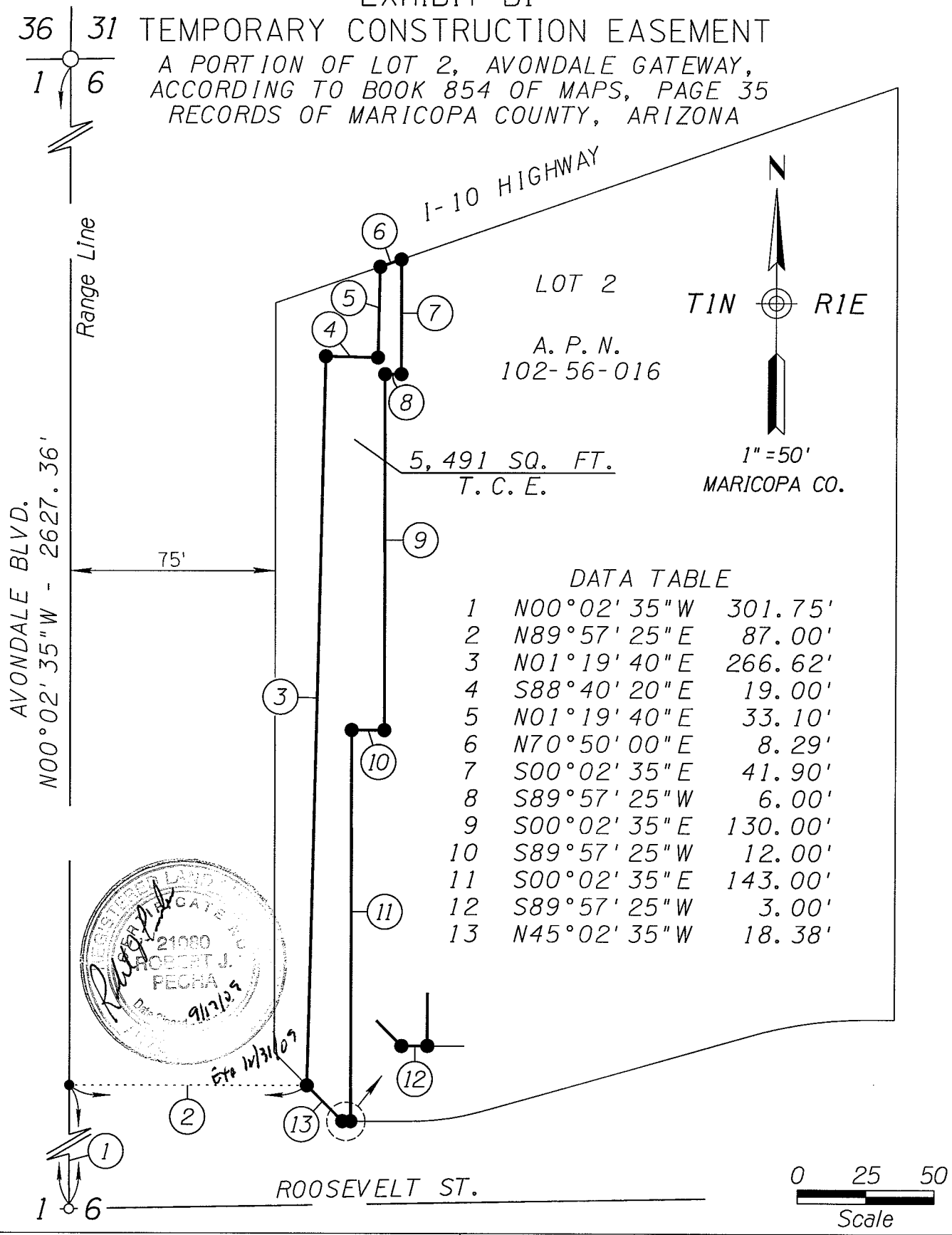
Said Temporary Construction Easement contains 5,491 square feet or 0.1261 acres more or less.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 21000 ROBERT J. PECHA Date Signed 9/17/09 ARIZONA, U.S.A.

10/3/09

EXHIBIT B1
TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF LOT 2, AVONDALE GATEWAY,
ACCORDING TO BOOK 854 OF MAPS, PAGE 35
RECORDS OF MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02'35"W	301.75'
2	N89°57'25"E	87.00'
3	N01°19'40"E	266.62'
4	S88°40'20"E	19.00'
5	N01°19'40"E	33.10'
6	N70°50'00"E	8.29'
7	S00°02'35"E	41.90'
8	S89°57'25"W	6.00'
9	S00°02'35"E	130.00'
10	S89°57'25"W	12.00'
11	S00°02'35"E	143.00'
12	S89°57'25"W	3.00'
13	N45°02'35"W	18.38'

REGISTERED LAND SURVEYOR CERTIFICATE NO. 21080 ROBERT J. PECHA Date Signed 9/17/09

Exp 12/31/09

URS
7720 North 16th Street
Suite 100 - Phoenix, AZ
85020 - 602.371.1100

EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT
AVONDALE BLVD. & I-10

URS

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT
(Maricopa County Assessor Parcel No. 500-01-005S)

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

COMMENCING at the East quarter corner of said Section 1 (3" brass cap) from which the Northeast corner of said Section 1 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 1431.25 feet along the East line of said Section 1;

thence departing said East line South 89°57'25" West, 77.00 feet to the westerly right of way of 115th Avenue (Avondale Boulevard) and the POINT OF BEGINNING;

thence departing said westerly right of way South 19°59'58" West, 29.18 feet;

thence North 00°02'35" West, 339.41 feet;

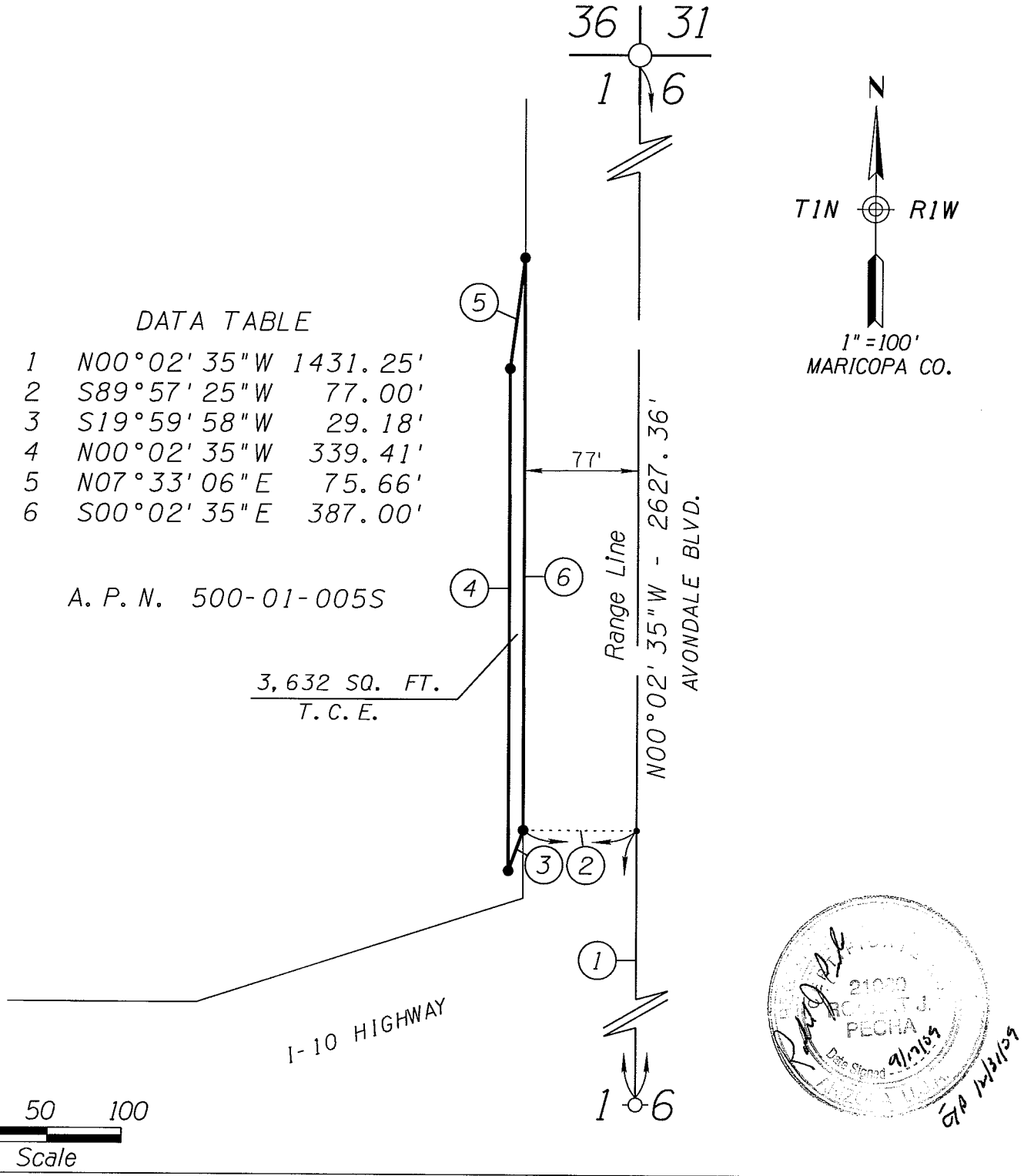
thence North 07°33'06" East, 75.66 feet to said westerly right of way of 115th Avenue;

thence South 00°02'35" East, 387.00 feet along said westerly right of way to the POINT OF BEGINNING.

Said Temporary Construction Easement contains 3,632 square feet or 0.0834 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21022
ROBERT J.
PECHA
Date Signed 9/17/09
Exp 12/31/09

EXHIBIT B1
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF THE NE4 OF SECTION 1, T1N R1W, G&SRM, MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02' 35"W	1431.25'
2	S89°57' 25"W	77.00'
3	S19°59' 58"W	29.18'
4	N00°02' 35"W	339.41'
5	N07°33' 06"E	75.66'
6	S00°02' 35"E	387.00'

A. P. N. 500-01-005S

3,632 SQ. FT.
T. C. E.

URS
7720 North 16th Street
Suite 100 - Phoenix, AZ
85020 - 602.371.1100

EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

AVONDALE BLVD. & I-10

URS

LEGAL DESCRIPTION FOR
PUBLIC UTILITY EASEMENT
(Maricopa County Assessor Parcel No. 500-01-018)

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

COMMENCING at the East quarter corner of said Section 1 (3" brass cap) from which the Northeast corner of said Section 1 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 222.16 feet along the East line of said Section 1;

thence departing said East line South 89°57'25" West, 80.00 feet to the POINT OF BEGINNING;

thence North 01°37'43" West, 349.44 feet to the southerly right of way of the I-10 Phoenix-Ehrenberg Highway;

thence departing said southerly right of way of the I-10 Phoenix-Ehrenberg Highway, South 15°32'46" East, 36.18 feet;

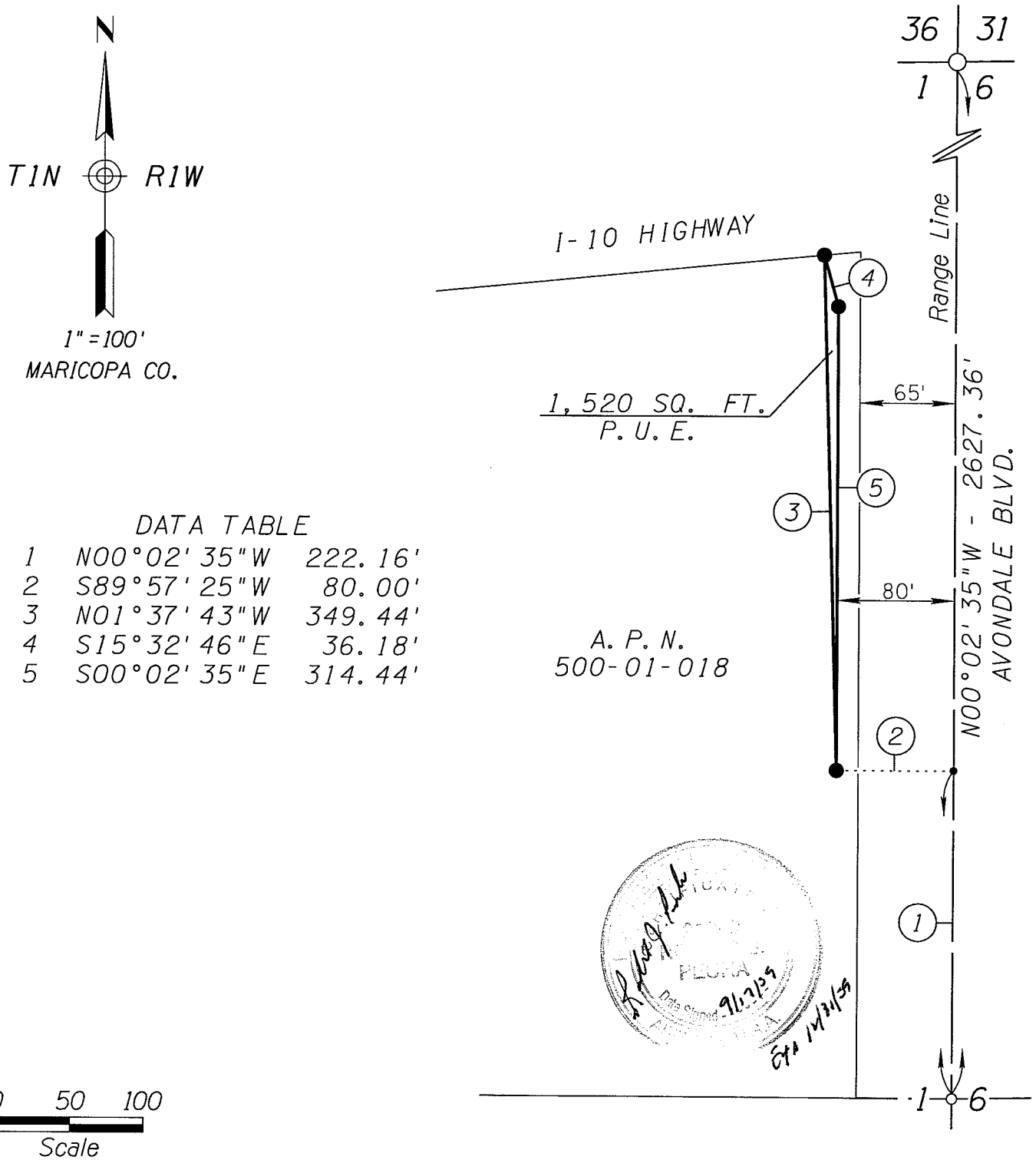
thence South 00°02'35" East, 314.44 feet to the POINT OF BEGINNING.

Said Public Utility Easement contains 1,520 square feet or 0.0349 acres more or less.

REGISTERED LAND SURVEYOR
21000
ROBERT J. PECHA
9/12/05
Exp 12/31/06

EXHIBIT B1
PUBLIC UTILITY EASEMENT

A PORTION OF THE NE4 OF SECTION 1, T1N, R1W, G&SRM, RECORDS OF MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°02'35"W	222.16'
2	S89°57'25"W	80.00'
3	N01°37'43"W	349.44'
4	S15°32'46"E	36.18'
5	S00°02'35"E	314.44'

URS
7720 North 16th Street
Suite 100 - Phoenix, AZ
85020 - 602.371.1100

EXHIBIT OF PUBLIC UTILITY EASEMENT
AVONDALE BLVD. & I-10

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1391-1109 - Accepting Waterline Easements and approving a Perpetual Access Easement Agreement

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance approving an agreement and Perpetual Access Easement for the construction and maintenance of a 16" waterline outside of the Gateway Booster Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On September 14, 2009 City Council approved a construction contract to construct a 16" waterline along 103rd Avenue north of McDowell, through the Gateway Pavilions Shopping Center, and north to the Gateway Booster Station. See attached vicinity map. This line will cross the Roosevelt Irrigation District (RID) Canal and property.

DISCUSSION:

The City is proposing crossing the RID canal with a jack and bore, so as not to disrupt or risk future problems that can occur with cutting the canal. This is acceptable to RID. The agreement and Perpetual Access Easement will allow the City to maintain the waterline crossing.

BUDGETARY IMPACT:

No financial impact to the City.

RECOMMENDATION:

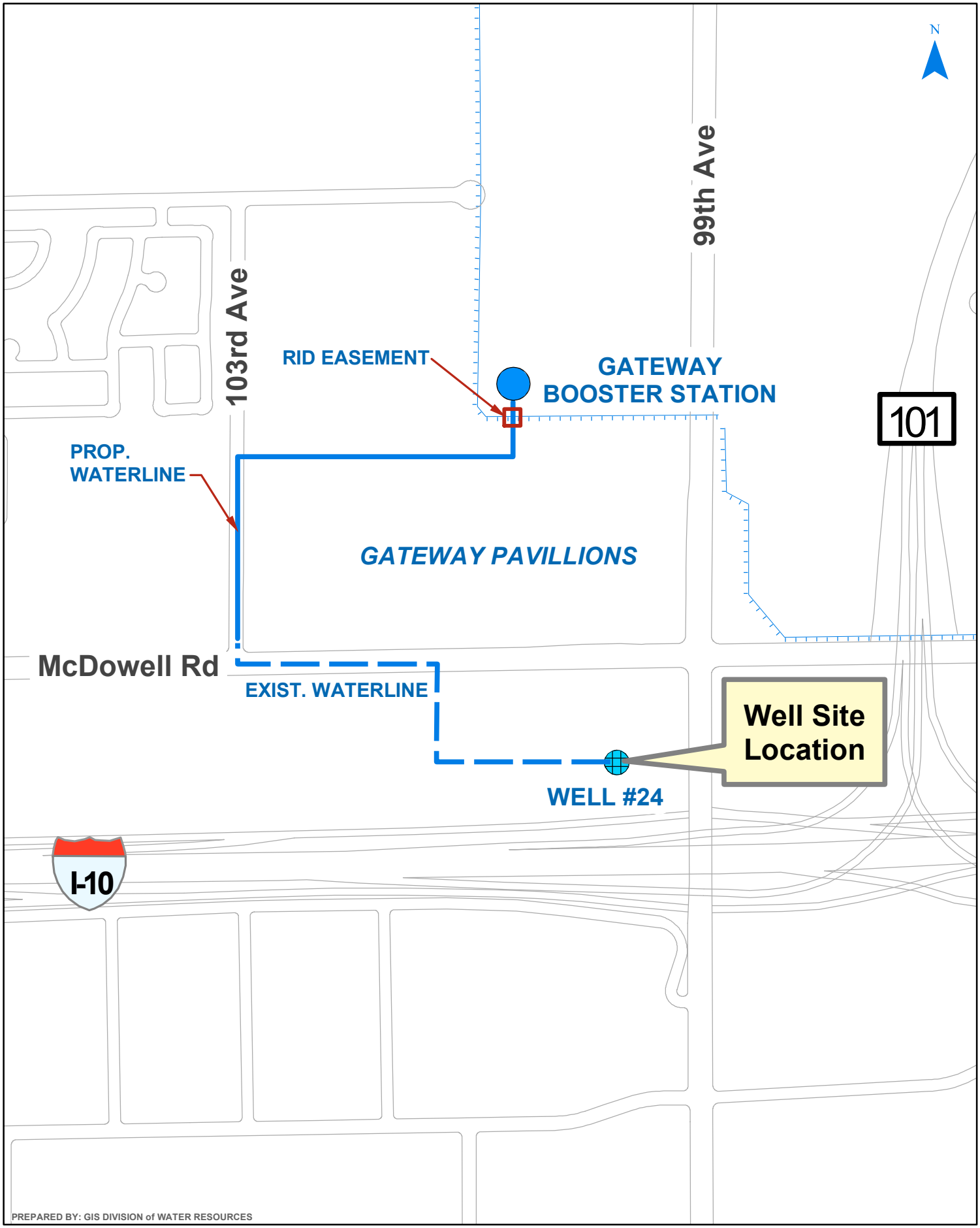
Staff recommends that City Council adopt an ordinance approving an agreement and Perpetual Access Easement for the construction and maintenance of a 16" waterline outside of the Gateway Booster Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1391-1109
- Agreement

VICINITY MAP



CITY OF AVONDALE

RID Agreement & Easement

ORDINANCE NO. 1391-1109

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF WATERLINE EASEMENTS FOR PUBLIC USE.

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

SECTION 1. An easement over ± 0.0620 acres of real property, generally located approximately one-quarter miles west of 99th Avenue, adjacent to the Gateway Booster Station, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale (the "City") from Roosevelt Irrigation District, an Arizona municipal corporation, for waterline purposes.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, November 16, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1391-1109

[Legal description]

See following pages.

EXHIBIT "A"
DESCRIPTION FOR 16 INCH RAW WATER TRANSMISSION PIPELINE EASEMENT ACROSS AND BENEATH THE ROOSEVELT IRRIGATION DISTRICT MAIN CANAL

September 4, 2007

All that part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 32 monumented by a Brass Cap in Handhole bearing South 00 degrees 55 minutes 21 seconds East a distance of 2642.44 feet from the East Quarter corner of said Section 32 monumented by a Brass Cap in Handhole;

THENCE North 00 degrees 55 minutes 21 seconds West, a distance of 1411.25 feet along the East line of Said Section 32 to a point on the North right-of-way line for the RID Main Canal;

THENCE departing said Section line, South 87 degrees 34 minutes 17 seconds West, along said right-of-way line, a distance of 974.55 feet to the POINT OF BEGINNING;

THENCE departing said right-of-way line, South 02 degrees 27 minutes 02 seconds East, a distance of 90.00 feet to a point on the North line of the Southeast Quarter of the Southeast Quarter of Said Section 32;

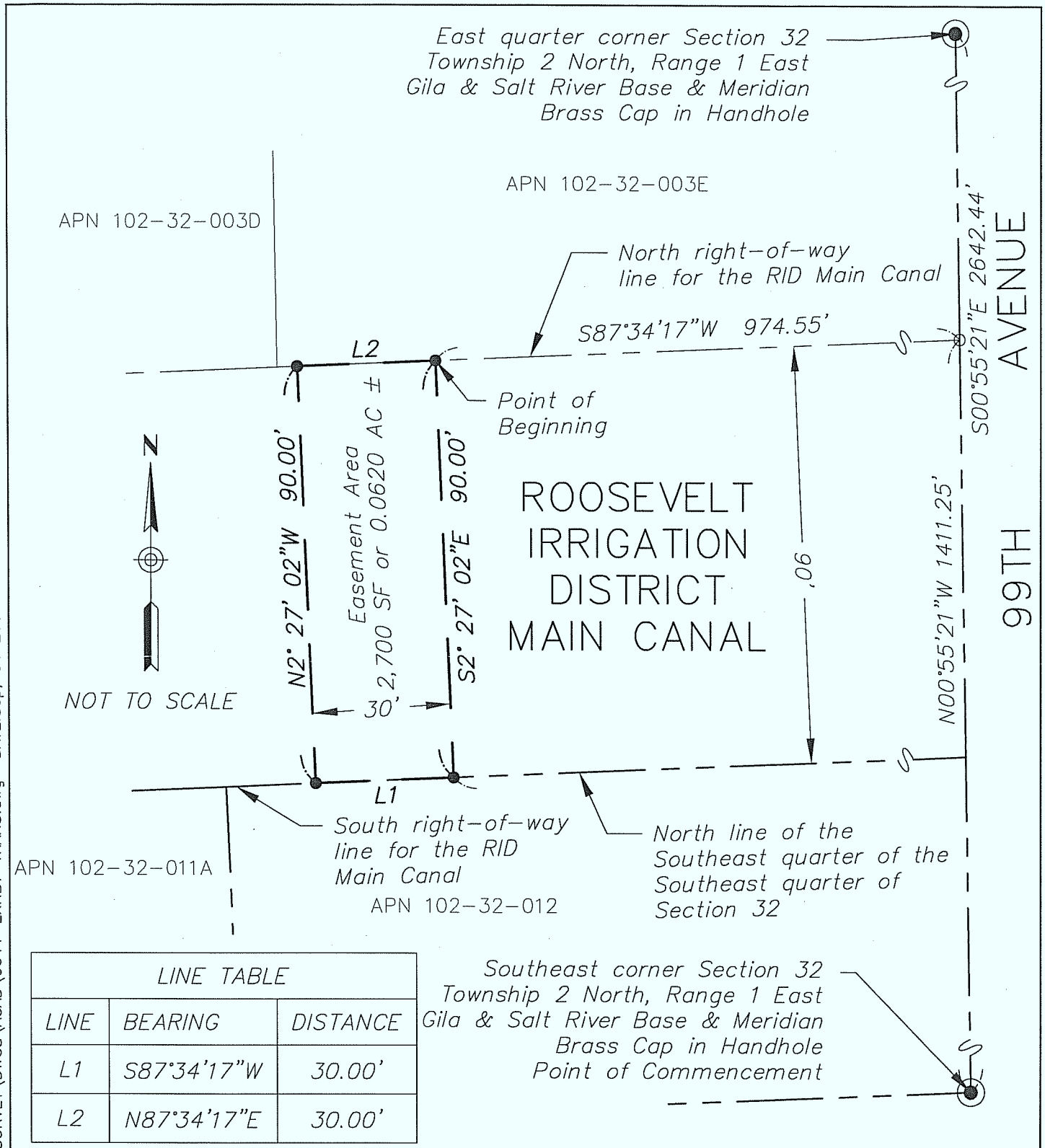
THENCE South 87 degrees 34 minutes 17 seconds West, along said North line, a distance of 30.00 feet;

THENCE departing said North line, North 02 degrees 27 minutes 02 seconds West, a distance of 90.00 feet to a point on the North right-of-way line for the RID Main Canal;

THENCE North 87 degrees 34 minutes 17 seconds East, along said right-of-way line, a distance of 30.00 feet to the POINT OF BEGINNING.

The above described parcel contains of 2,700 square feet or 0.0620 acres, more or less. The attached Exhibit "B" is to be included and made part of this description.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45834
RANDALL J.
BILYEU
9-04-07
Date Signed
ARIZONA, U.S.A.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°34'17"W	30.00'
L2	N87°34'17"E	30.00'

Dibble Engineering

DIBBLE ENGINEERING
JOB NO. 10-0644

Randall J. Bilyeu
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45834
RANDALL
J. BILYEU
Date Signed 9-04-07
ARIZONA, U.S.A.

EXHIBIT "B"
TO ACCOMPANY DESCRIPTION FOR 16 INCH RAW WATER TRANSMISSION PIPELINE EASEMENT

DATE: SEPTEMBER 4, 2007
DRN: GDS
CHK: RJB

PROJECT NUMBER
–

PAGE
2 OF 2

FILE:V:\JOBS\2006\10-0644\SURVEY\DWGS\ACAD\0644-EXHBT-TRANS.dwg DATE:Sep, 04 2007 TIME: 11:39 am

When recorded please return to:

Burch & Cracchiolo, P.A.
702 E. Osborn Road, Ste. 200
Phoenix, AZ 85014
Attn: Mr. Jake Curtis

AGREEMENT AND PERPETUAL ACCESS EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, AND REPAIR A 16" RAW WATER TRANSMISSION PIPELINE ACROSS THE ROOSEVELT IRRIGATION DISTRICT MAIN CANAL RIGHT OF WAY

THIS AGREEMENT AND PERPETUAL ACCESS EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, and REPAIR A 16" RAW WATER TRANSMISSION PIPELINE ACROSS THE ROOSEVELT IRRIGATION DISTRICT MAIN CANAL RIGHT OF WAY is made between THE ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation (hereinafter the "DISTRICT") and the City of Avondale, Maricopa County, Arizona, an Arizona municipal corporation (hereinafter "GRANTEE").

"DISTRICT"

Name:	ROOSEVELT IRRIGATION DISTRICT		
Address:	103 West Baseline Road, Buckeye, Arizona 85326		
Phone:	(623) 386-2046	Fax:	(623) 386-4360
Representative:	Mr. Stan Ashby, Superintendent		

"GRANTEE"

Name:	City of Avondale, Maricopa County, Arizona		
Address:	11465 West Civic Center Drive, Suite 120, Avondale, Arizona 85323		
Phone:	(623) 333-4200	Fax:	(623) 333-0420
Representative:	Mr. David Fitzhugh, Assistant City Manager		

FACILITY NAME (the "FACILITY"):

City of Avondale Well #24 16-inch Raw Water Transmission Pipeline

RECITALS:

A. GRANTEE desires to construct the FACILITY within the DISTRICT'S Main Canal Right-of-Way. The FACILITY will require that the GRANTEE enjoy a perpetual easement beneath the DISTRICT'S Main Canal and across the DISTRICT'S Main Canal Right-of-Way.

B. The DISTRICT has agreed to bestow to GRANTEE a perpetual easement under its Main Canal and across its Main Canal Right-of-Way for the purpose of construction, operation, maintenance and repair of the FACILITY.

C. This AGREEMENT shall provide GRANTEE with a perpetual easement for both the construction, and subsequent operation, maintenance and repair of the FACILITY. GRANTEE agrees that it will retain all responsibility for the construction, operation, maintenance and repair of the FACILITY that is located within the DISTRICT'S Main Canal Right-of-Way.

D. GRANTEE and the DISTRICT desire to enter into this AGREEMENT, which authorizes GRANTEE access beneath and across the DISTRICT'S Main Canal and Main Canal Right-of-Way for the purpose of constructing, operating, maintaining and repairing the FACILITY within the specific and limited area defined by this AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The DISTRICT hereby grants to GRANTEE a perpetual exclusive easement within that portion of the DISTRICT'S Main Canal Right-of-Way (hereinafter "DISTRICT LAND") which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, the use of the space above and below the established grade line of the DISTRICT Main Canal for the purpose of constructing, installing, operating, maintaining, and repairing the FACILITY within the area of DISTRICT LAND described in Exhibit "A".

2. The DISTRICT hereby bestows GRANTEE a nonexclusive license for ingress and egress upon DISTRICT LAND in connection with the foregoing easement to construct, operate, maintain, and repair the FACILITY located within the DISTRICT LAND described in Exhibit "A" as is deemed necessary, provided however, that such construction, operation, maintenance and/or repair shall not materially interfere with the DISTRICT'S operation, maintenance and repair of its facilities. Upon completion of the work, GRANTEE shall return the DISTRICT LAND to the same or better condition as it was in prior to the commencement of the work.

3. GRANTEE understands that prior to the commencement of the initial construction of the FACILITY within the DISTRICT LAND described in Exhibit "A", the GRANTEE'S authorized agent and/or contractor must obtain a DISTRICT RIGHT-OF-WAY CROSSING PERMIT. GRANTEE shall be entitled to such permit upon compliance with the DISTRICT'S standard procedures therefore. It is further understood that GRANTEE must obtain a separate DISTRICT RIGHT-OF-WAY CROSSING PERMIT for each future occurrence of operations, maintenance and/or repair work on the FACILITY involving any excavation within, or a jack/bore operation across the DISTRICT LAND described in Exhibit "A".

4. Plans and specifications for the initial construction of the FACILITY: City of Avondale Water Resources Department, Well No. 24, 16-Inch Raw Water Transmission Pipeline, Project No. WA1160, March 2007 (the "APPROVED PLANS") have been submitted to the DISTRICT for the DISTRICT'S review and approval, copies of which will be on file with the DISTRICT and incorporated herein by this reference. GRANTEE hereby represents and warrants to the DISTRICT that such APPROVED PLANS will meet all DISTRICT guidelines and criteria for construction.

5. GRANTEE understands, acknowledges, and agrees that the DISTRICT shall be fully compensated for any and all costs incurred by the DISTRICT in association with the establishment of this easement, the initial construction of, and any future operation, maintenance and/or repair of, the FACILITY. These costs may include, but are not limited to: project coordination; engineering review of plans and specifications; construction coordination and/or observation; contract administration; right-of-way research, description, appraisals, and negotiations; review and coordination of other utilities affected by the installation of the FACILITY; legal fees; project administration. The GRANTEE further understands, acknowledges, and agrees that the DISTRICT'S approval of plans and specifications, and/or the issuance of a DISTRICT RIGHT-OF-WAY CROSSING PERMIT associated with the FACILITY shall be contingent upon the reimbursement of DISTRICT costs.

6. GRANTEE understands, acknowledges, and agrees that the DISTRICT shall not be responsible for the construction, operation, maintenance, and/or repair of the FACILITY, nor for any cost, fee and/or expense associated therewith.

7. The initial construction of the FACILITY shall be in accordance with the APPROVED PLANS, including the type and quality of materials used and shall be completed in a good and workmanlike manner. No alteration, addition, modification or other amendment to the APPROVED PLANS that would affect the portion of the FACILITY located within the DISTRICT LAND described in Exhibit "A" shall be made, nor shall any deviation from the APPROVED PLANS that would affect the portion of the FACILITY located within the DISTRICT LAND described in Exhibit "A" be permitted, without the DISTRICT'S prior approval.

8. GRANTEE agrees to keep all portions of the FACILITY located within the DISTRICT LAND described in Exhibit "A" in proper maintenance and repair.

9. GRANTEE understands, acknowledges, and agrees that there may be no practical means and/or method available for the DISTRICT to accommodate an interruption of water deliveries from the Main Canal, and/or the cessation of water flow within the Main Canal, except during the DISTRICT'S scheduled annual dry-up period. GRANTEE further acknowledges and agrees that any and all decisions regarding the alteration and/or cessation of flow within the Main Canal are within the reasonable discretion of the DISTRICT. In the event that the construction, maintenance and/or repair of the FACILITY located within the DISTRICT LAND described in Exhibit "A" requires an alteration and/or cessation of flow within the Main Canal, GRANTEE acknowledges that such work may need to be completed only during the DISTRICT'S annual dry-up period.

10. GRANTEE understands and agrees that in the event of an emergency, the DISTRICT shall have the right to alter, relocate or remove any facilities installed for the benefit of GRANTEE. In such event, the DISTRICT shall have no obligation to reinstate or reconstruct such facilities. To the extent possible, the DISTRICT shall notify GRANTEE of any such emergency and the need to alter, relocate or remove any facilities installed for the benefit of GRANTEE. The DISTRICT shall further, to the extent possible, endeavor to effect repairs to DISTRICT facilities in such a manner as to not alter, relocate or remove any facilities installed for the benefit of GRANTEE. Notwithstanding anything in this Section to the contrary, GRANTEE shall have the right to reconstruct such facilities in either the original location or at such reasonable alternative location designated by the DISTRICT, immediately upon the cessation of the emergency.

11. GRANTEE shall keep the DISTRICT'S Right of Way free and clear of any or all liens, including, but not limited to, mechanics and materialmen's liens relating to the work contemplated hereby.

12. To the extent permitted by law, GRANTEE agrees to indemnify and hold harmless and release the DISTRICT from any and all claims for damages or injury arising from or in any way incident to the design, engineering, construction, operation, maintenance or repair of the FACILITY, or the exercise of any other rights or obligations under this AGREEMENT. GRANTEE'S indemnification shall expressly include, but shall not be limited to, damages to the DISTRICT or its members' properties resulting from failure of or damage to the DISTRICT Right of Way as a direct result of the design, engineering, construction, maintenance or repair of the FACILITY. This indemnity shall not apply to any damage or injury caused by or resulting from the DISTRICT'S negligence or intentional conduct.

13. Notwithstanding anything contained herein to the contrary, nothing contained in this AGREEMENT shall be construed as consent by the DISTRICT to any expansion of the FACILITY beyond the stated size, quality and character as set forth in the APPROVED PLANS. Any such modification to, or enlargement of, the FACILITY shall require a new AGREEMENT to be executed by the parties.

14. GRANTEE acknowledges and warrants to the DISTRICT that it will not assign this AGREEMENT and will not cause or allow the FACILITY to be owned, operated or managed by any party or entity other than GRANTEE or its approved assigns, without the written consent of the DISTRICT. Any assignment document must state that the Assignee agrees to assume the obligations of GRANTEE hereunder.

15. GRANTEE understands and acknowledges, the DISTRICT'S, and all of its agents', right to construct, maintain, and operate canal facilities over and/or under the GRANTEE'S FACILITY within the DISTRICT LAND described in Exhibit "A".

16. GRANTEE understands, acknowledges, and agrees to move and/or modify that portion of the FACILITY located within the DISTRICT LAND described in Exhibit "A" at its sole expense, if at any time determined by the DISTRICT, the existence of the FACILITY conflicts with the operation, maintenance and/or repair of the DISTRICT'S existing and/or future irrigation and/or canal facillites.

17. Any party may enforce this AGREEMENT by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees, costs and expenses of enforcing its rights hereunder. This AGREEMENT contains the entire AGREEMENT between the parties. Any modification of this AGREEMENT or additional obligation assumed by either party in connection with this AGREEMENT shall be binding only if evidenced in writing and signed by each party. This AGREEMENT shall be construed in accordance with the laws of the State of Arizona.

18. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. The acceptance date of this AGREEMENT shall be the day which the last party executes the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

Title:_____

By: _____

Its: _____

Date:_____

CITY OF AVONDALE, an Arizona municipal corporation

Title:_____

By: _____

Its: _____

Date:_____

ACKNOWLEDGMENT BY DISTRICT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by _____, the _____ of the Roosevelt Irrigation District on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT BY GRANTEE

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by _____, the _____ of the GRANTEE, on behalf of said _____.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"
DESCRIPTION FOR 16 INCH RAW WATER TRANSMISSION PIPELINE EASEMENT ACROSS AND BENEATH THE ROOSEVELT IRRIGATION DISTRICT MAIN CANAL

September 4, 2007

All that part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 32 monumented by a Brass Cap in Handhole bearing South 00 degrees 55 minutes 21 seconds East a distance of 2642.44 feet from the East Quarter corner of said Section 32 monumented by a Brass Cap in Handhole;

THENCE North 00 degrees 55 minutes 21 seconds West, a distance of 1411.25 feet along the East line of Said Section 32 to a point on the North right-of-way line for the RID Main Canal;

THENCE departing said Section line, South 87 degrees 34 minutes 17 seconds West, along said right-of-way line, a distance of 974.55 feet to the POINT OF BEGINNING;

THENCE departing said right-of-way line, South 02 degrees 27 minutes 02 seconds East, a distance of 90.00 feet to a point on the North line of the Southeast Quarter of the Southeast Quarter of Said Section 32;

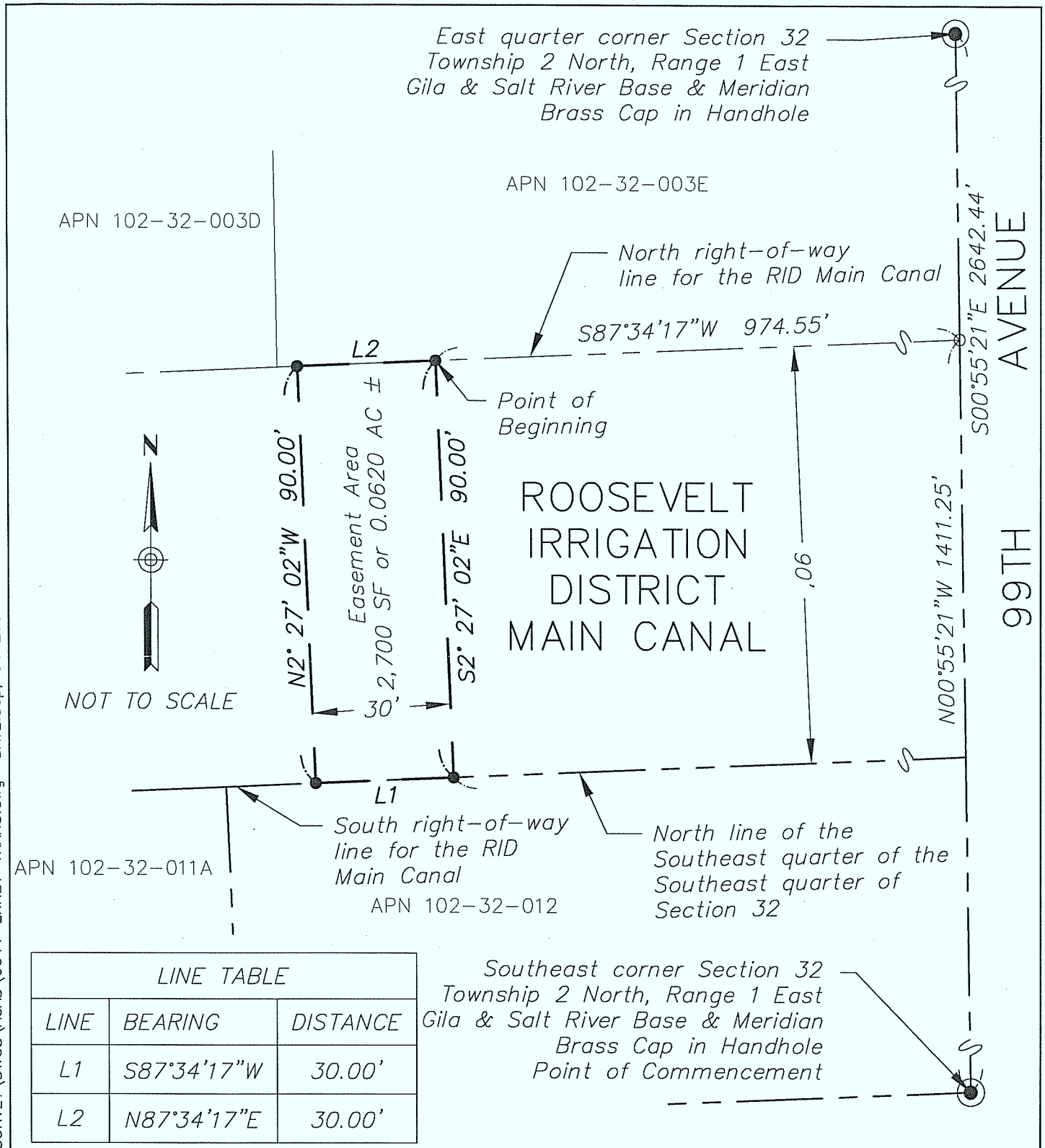
THENCE South 87 degrees 34 minutes 17 seconds West, along said North line, a distance of 30.00 feet;

THENCE departing said North line, North 02 degrees 27 minutes 02 seconds West, a distance of 90.00 feet to a point on the North right-of-way line for the RID Main Canal;

THENCE North 87 degrees 34 minutes 17 seconds East, along said right-of-way line, a distance of 30.00 feet to the POINT OF BEGINNING.

The above described parcel contains of 2,700 square feet or 0.0620 acres, more or less. The attached Exhibit "B" is to be included and made part of this description.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45834
RANDALL J.
BILYEU
9-04-07
Date Signed
ARIZONA, U.S.A.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°34'17"W	30.00'
L2	N87°34'17"E	30.00'

Dibble Engineering

DIBBLE ENGINEERING
JOB NO. 10-0644

Randall J. Bilyeu
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45834
RANDALL
J. BILYEU
Date Signed 9-04-07
ARIZONA, U.S.A.

EXHIBIT "B"
TO ACCOMPANY DESCRIPTION FOR 16 INCH RAW WATER TRANSMISSION PIPELINE EASEMENT

DATE: SEPTEMBER 4, 2007
DRN: GDS
CHK: RJB

PROJECT NUMBER
–

PAGE
2 OF 2

FILE:V:\JOBS\2006\10-0644\SURVEY\DWGS\ACAD\0644-EXHBT-TRANS.dwg DATE:Sep, 04 2007 TIME: 11:39 am

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 1 to the Construction Manager at Risk Contract with Sundt Construction

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: David Fitzhugh, Assistant City Manager (623)333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff recommends that the City Council approve Amendment No. 1 to the Construction Manager at Risk contract with Sundt Construction, Inc. in the amount of $5,087,312 for City Center Phase 1 infrastructure improvements and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The award of Amendment No. 1 to the CM@R contract with Sundt Construction, Inc. will authorize the construction of public infrastructure for the first phase of the City Center and American Sports Center project. The project is located east of Avondale Boulevard, between I-10 and Van Buren. (See Attached Vicinity Map)

Previous actions by the Council include the approval of the infrastructure design contract with David Evans and Associates on February 2, 2009; the architectural design contract with SmithGroup for the ASC facility on June 15, 2009; and the award of a Construction Manager at Risk (CM@R) contract for infrastructure and facility construction and construction management services to Sundt Construct on July 20, 2009.

DISCUSSION:

This project includes the construction of all public infrastructure necessary to support approximately 12 acres of retail, office, sports facility, residential and other uses approved in the City Center Plan. The infrastructure includes water, sanitary sewer, storm sewer, park, paving, street and pedestrian lighting, sidewalks and street trees, landscaping and furniture. Sundt Construction, Inc. submitted a draft Guaranteed Maximum Price (GMP) in the amount of $5,649,862 on October 8, 2009. This was substantially below our engineer's estimate of $$6,445,757. While this price met the original project infrastructure budget inclusive of engineering, land acquisition and Preconstruction Services, Council directed staff to negotiate the final GMP to reflect current construction market pricing conditions and bring the project in under budget.

Staff approached the contract negotiations from three directions: · Requested Sundt maximize project management efficiencies reducing the General Requirements. · Utilized a third-party consultant to review the GMP and propose areas of focus and provide a market pricing comparison utilizing contractors and subcontractors. · Implemented/accepted material changes to specified work while retaining the quality of the project. Sundt aggressively responded to our request exceeding our target number and returned a new GMP of $5,087,312. **SCHEDULE** The project schedule is as follows:

Notice to proceed	November 17, 2009
Start Construction	December 2009

Substantial Completion	September 30, 2009
Final Acceptance	October 29, 2009

The partnership between the City of Avondale and Sundt Construction, Inc. will result in the delivery of a project coordinated with the ASC Facility construction on time and under budget while maintaining the quality required by the City Center Plan.

BUDGETARY IMPACT:

The overall budget of $22.225 million for the City Center Phase I Infrastructure and the American Sports Center facility is included in the FY 2009-2010 Capital Improvement Program in the following funds:

Street Fund 304: $ 2.730 mil
Parkland Fund 310: $16.495 mil
Water Fund 513: $500,000
Sewer Fund 514: $500,000

An additional $2 million is identified in the 2010-2011 CIP Parkland Fund for a total budget of $22.225 million.

Project expenditures obligated to date including the award of Amendment No. 1 are as follows:

Infrastructure:	
DEA Engineering Design	$652,990
Lee Traffic Engineering	$17,980
Aztec Appraisals	$13,500
Coe and Van Loo Survey	$48,650
AZ Republic	$43.30
Cost Model Review	$5,000
Conaway Land Purchase	$350,000
Phase I/II Conaway	$10,000
Direct Payment to Utility (City)	$400,000
Materials Inspections	$50,000
Sundt Preconstruction Services	$49,809
Amendment No. 1 Sundt	$5,087,312
Total Infrastructure	$6,685,284.30
ASC Facility:	
ASC	$437,000
Mortensen Property	$1,640,000
SmithGroup Architect	$767,300
Sundt Preconstruction Services	$74,398
Cost Model Review	$5,000
Total Facility to Date	$2,923,698

Total funds obligated or expended to date is $9,608,982 which is below staff's original budget estimate for the project.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the Construction Manager at

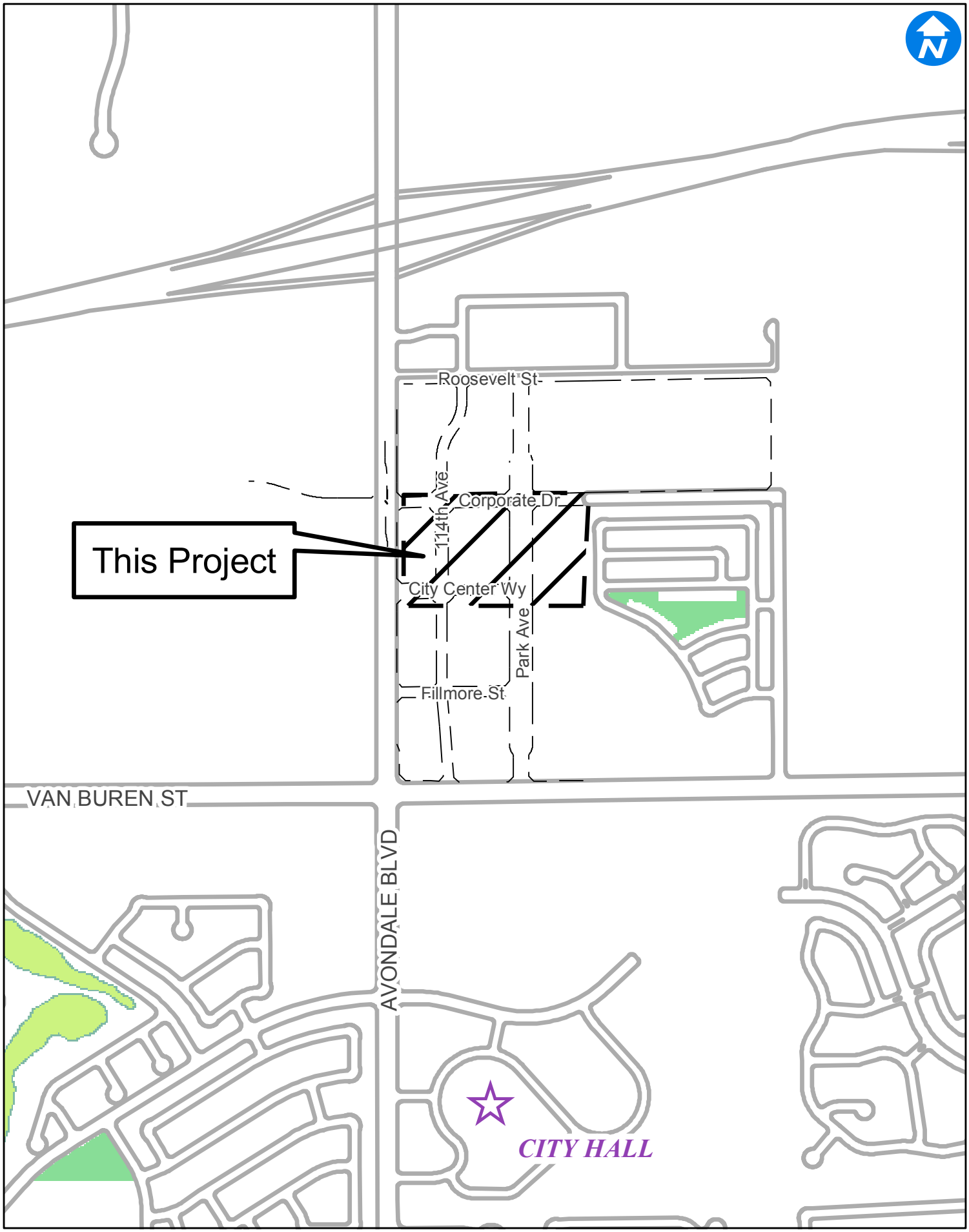
Risk contract with Sundt Construction, Inc. in the amount of $5,087,312 for City Center Phase 1 infrastructure improvements and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Amendment

Vicinity Map



Map Produced by Avondale Water Resources/GIS Division

City of Avondale
City Center East Phase I

FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
SUNDT CONSTRUCTION, INC.

THIS FIRST AMENDMENT TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "First Amendment") is made as of November 16, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Sundt Construction, Inc., an Arizona corporation (the "Construction Manager").

RECITALS:

A. The City and the Construction Manager entered into that certain Construction Manager At Risk Agreement, dated July 20, 2009, for design phase assistance and complete construction services for public infrastructure improvements and an approximately 83,000 SF multi-purpose recreational facility (the "Agreement") in the Avondale City Center area. Unless otherwise set forth herein, all capitalized terms used in this First Amendment shall have the meanings ascribed to them in the Agreement.

B. Pursuant to subsection 3.4(A) of the Agreement, (i) the City may request that the Construction Manager submit the Infrastructure Proposal and (ii) the City and the Construction Manager may agree upon a guaranteed maximum price for the Work required for the Public Infrastructure portion of the Project. Accordingly the City requested that the Construction Manager submit the Infrastructure Proposal relating to construction of the Public Infrastructure for City Center Phase I necessary to support approximately 12 acres of retail, office, sports facility, residential and other uses approved in the City Center Plan, including water, sanitary sewer, storm sewer, park, paving, street and pedestrian lighting, sidewalks and street trees, landscaping and street furniture, (the "Public Infrastructure Work").

C. The Construction Manager has submitted, and the City has approved, the Infrastructure Proposal for the Public Infrastructure Work. The City and the Construction Manager desire to establish the guaranteed maximum price for the Public Infrastructure Work included as part of the Infrastructure Proposal.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, the City and the Construction Manager hereby agree as follows:

1. GMP Established. The Construction Manager's guaranteed maximum price for the Public Infrastructure Work (the "Infrastructure GMP"), including the applicable portions of the Cost of the Work as defined in Article 8 of the Agreement and the applicable portion of the Construction Phase Fee as set forth in subsection 7.2(B) of the Agreement, but specifically not including the Pre-Construction Phase Fee set forth in subsection 7.1(B) of the Agreement, is hereby agreed to be $5,087,312.00. The Infrastructure GMP is the total compensation from the City to the Construction Manager for its fee and for the performance of the Public Infrastructure Work in accordance with Contract Documents set forth in the Agreement and pursuant to any of the following documents, as applicable:

a. Allowances, Assumptions and Clarifications, included as a portion of Exhibit C-3, as set forth below.

b. A Schedule of Work, dated November 10, 2009, ten pages, attached hereto as Exhibit 1. The City and the Construction Manager specifically agree and understand that the schedule includes five days lost due to inclement weather.

2. Exhibits to Existing Agreement. The following exhibits are hereby approved and included in the Agreement:

a. Exhibit B-2 – Construction Manager's Infrastructure Proposal, including all applicable unit prices. There are no alternate prices or additional services included in this First Amendment.

b. Exhibit C-3 – Infrastructure Scope. Exhibit C of the Agreement is hereby renamed as Exhibit C-1, General Scope, and a new Exhibit C-2, Facility Scope (the substance of which will be added at the time of approval of the Facility GMP) is hereby added to the Agreement.

c. Exhibit D - List of Design Documents.

3. Substantial Completion Date Established. The date of Substantial Completion of the Work is September 30, 2010.

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

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

6. Conflicts of Interest. This First Amendment and the Agreement may be cancelled for a conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Construction Manager**"

SUNDT CONSTRUCTION, INC.
an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before 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 _____, the _____ of SUNDT CONSTRUCTION, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

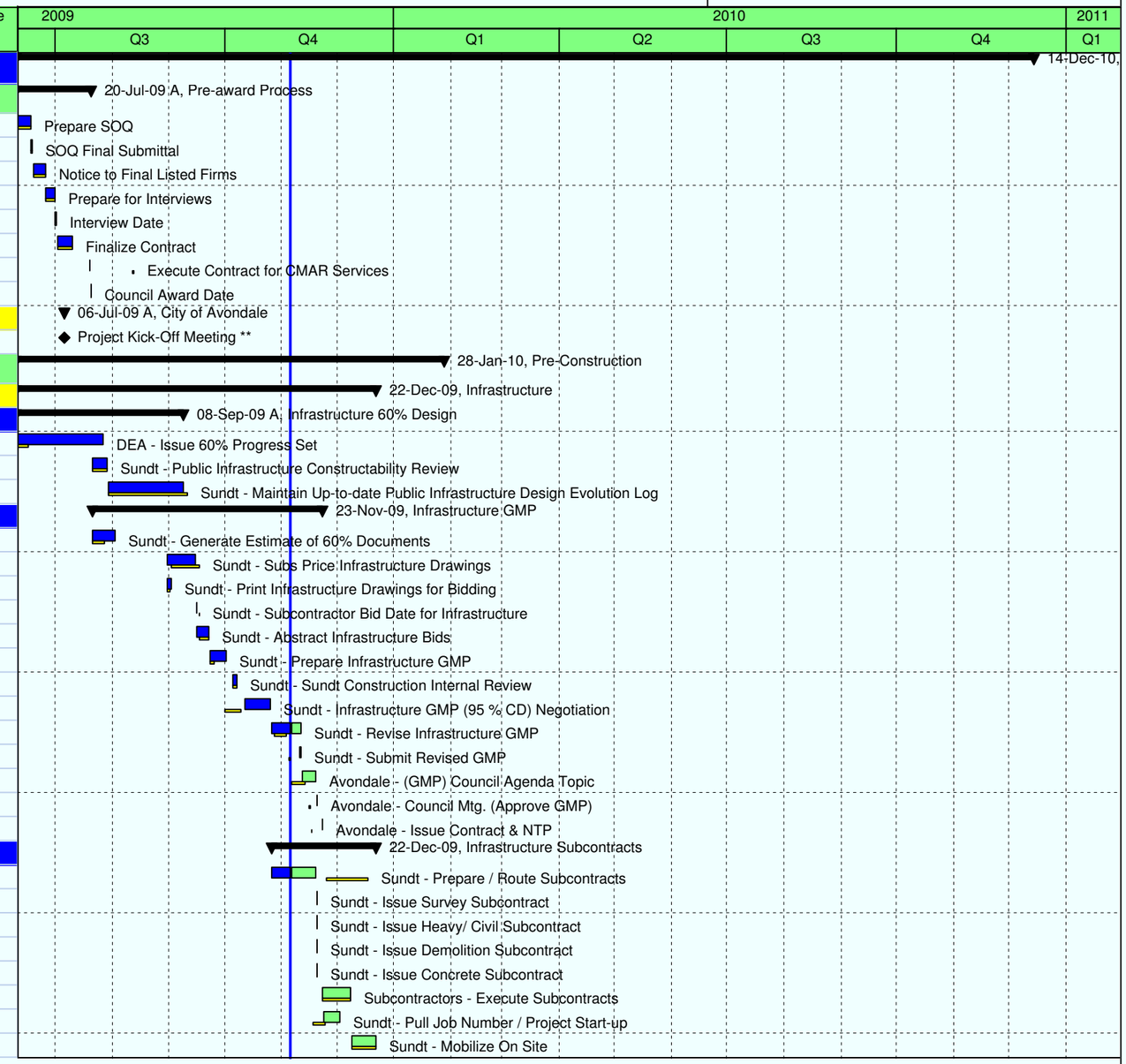
EXHIBIT 1
TO
FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SUNDT CONSTRUCTION, INC.

[Schedule of Work]

See following pages.

Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
Avondale City Center Infrastructure American Sports Centers Avondale Facility					
Pre-award Process					
MA1000	Prepare SOQ	6	10-Jun-09 A	17-Jun-09 A	☐
MA1010	SOQ Final Submittal	1	18-Jun-09 A	18-Jun-09 A	☐
MA1020	Notice to Final Listed Firms	5	19-Jun-09 A	25-Jun-09 A	☐
MA1030	Prepare for Interviews	3	26-Jun-09 A	30-Jun-09 A	☐
MA1050	Interview Date	1	01-Jul-09 A	01-Jul-09 A	☐
MA1070	Finalize Contract	7	02-Jul-09 A	10-Jul-09 A	☐
MA1060	Execute Contract for CMAR Services	1	20-Jul-09 A	20-Jul-09 A	☐
MA1040	Council Award Date	1	20-Jul-09 A	20-Jul-09 A	☐
City of Avondale					
A1650	Project Kick-Off Meeting **	0	06-Jul-09 A		☐
Pre-Construction					
Infrastructure					
Infrastructure 60% Design					
A1550	DEA - Issue 60% Progress Set	5	10-Jun-09 A	27-Jul-09 A	☐
A1400	Sundt - Public Infrastructure Constructability Review	7	21-Jul-09 A	29-Jul-09 A	☐
A1440	Sundt - Maintain Up-to-date Public Infrastructure Design Evol...	30	30-Jul-09 A	08-Sep-09 A	☐
Infrastructure GMP					
A1410	Sundt - Generate Estimate of 60% Documents	5	21-Jul-09 A	03-Aug-09 A	☐
A2750	Sundt - Subs Price Infrastructure Drawings	11	31-Aug-09 A	15-Sep-09 A	☐
A2740	Sundt - Print Infrastructure Drawings for Bidding	2	31-Aug-09 A	02-Sep-09 A	☐
A2760	Sundt - Subcontractor Bid Date for Infrastructure	1	16-Sep-09 A	16-Sep-09 A	☐
A2770	Sundt - Abstract Infrastructure Bids	4	16-Sep-09 A	22-Sep-09 A	☐
A2780	Sundt - Prepare Infrastructure GMP	3	23-Sep-09 A	02-Oct-09 A	☐
A2960	Sundt - Sundt Construction Internal Review	3	05-Oct-09 A	07-Oct-09 A	☐
A2790	Sundt - Infrastructure GMP (95 % CD) Negotiation	7	12-Oct-09 A	26-Oct-09 A	☐
A2970	Sundt - Revise Infrastructure GMP	5	27-Oct-09 A	11-Nov-09	☐
A2800	Sundt - Submit Revised GMP	1	11-Nov-09	11-Nov-09	☐
A2980	Avondale - (GMP) Council Agenda Topic	6	12-Nov-09	19-Nov-09	☐
A3470	Avondale - Council Mtg. (Approve GMP)	1	20-Nov-09	20-Nov-09	☐
A3820	Avondale - Issue Contract & NTP	1	23-Nov-09	23-Nov-09	☐
Infrastructure Subcontracts					
A4680	Sundt - Prepare / Route Subcontracts	15	27-Oct-09 A	19-Nov-09	☐
A4690	Sundt - Issue Survey Subcontract	1	20-Nov-09	20-Nov-09	☐
A4700	Sundt - Issue Heavy/ Civil Subcontract	1	20-Nov-09	20-Nov-09	☐
A4710	Sundt - Issue Demolition Subcontract	1	20-Nov-09	20-Nov-09	☐
A4720	Sundt - Issue Concrete Subcontract	1	20-Nov-09	20-Nov-09	☐
A4730	Subcontractors - Execute Subcontracts	10	23-Nov-09	08-Dec-09	☐
A4670	Sundt - Pull Job Number / Project Start-up	5	24-Nov-09	02-Dec-09	☐
A4740	Sundt - Mobilize On Site	10	09-Dec-09	22-Dec-09	☐



SUNDT

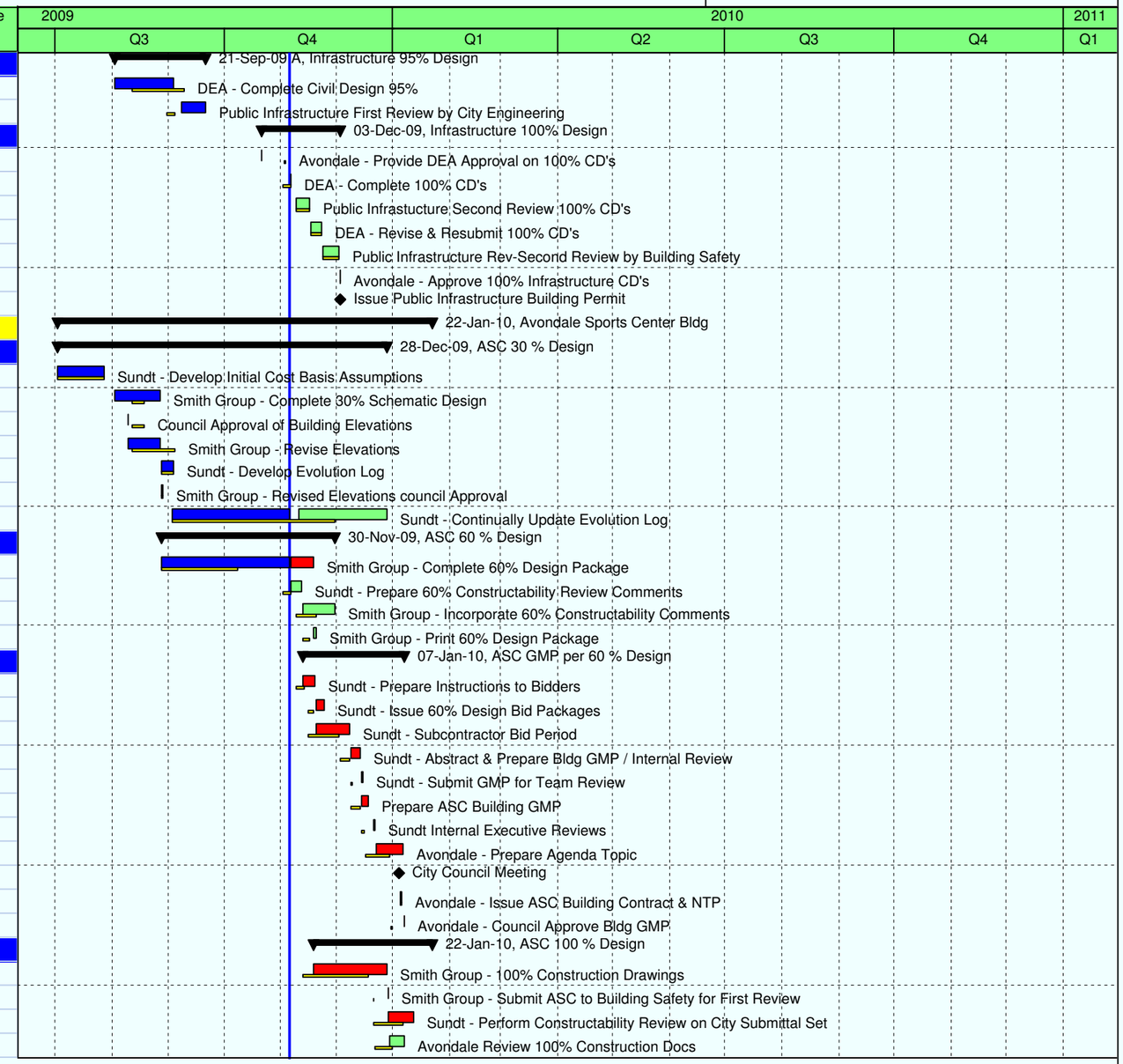
WBS with Cost Accounts, TASK filter: Filter our Change Orders.

Start Date: 10-Jun-09
Finish Date: 14-Dec-10
Report Date: 10-Nov-09
Data Date: 06-Nov-09

Actual Work
Remaining Work
Critical Remaining Work
Primary Baseline
Remaining Level of Effort
Actual Level of Effort
Milestone
Summary

Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
Infrastructure 95% Design					
A1300	DEA - Complete Civil Design 95%	20	03-Aug-09 A	04-Sep-09 A	☐
A1500	Public Infrastructure First Review by City Engineering	5	08-Sep-09 A	21-Sep-09 A	☐
Infrastructure 100% Design					
A1390	Avondale - Provide DEA Approval on 100% CD's	1	22-Oct-09 A	22-Oct-09 A	☐
A1380	DEA - Complete 100% CD's	1	06-Nov-09	06-Nov-09	☐
A2480	Public Infrastucture Second Review 100% CD's	6	09-Nov-09	16-Nov-09	☐
A3830	DEA - Revise & Resubmit 100% CD's	5	17-Nov-09	23-Nov-09	☐
A1510	Public Infrastructure Rev-Second Review by Building Safety	5	24-Nov-09	02-Dec-09	☐
A3850	Avondale - Approve 100% Infrastructure CD's	1	03-Dec-09	03-Dec-09	☐
A1520	Issue Public Infrastructure Building Permit	0		03-Dec-09	☐
Avondale Sports Center Bldg					
ASC 30 % Design					
A1330	Sundt - Develop Initial Cost Basis Assumptions	18	02-Jul-09 A	27-Jul-09 A	☐
A1540	Smith Group - Complete 30% Schematic Design	5	03-Aug-09 A	27-Aug-09 A	☐
A2090	Council Approval of Building Elevations	5	10-Aug-09 A	10-Aug-09 A	☐
A3000	Smith Group - Revise Elevations	18	10-Aug-09 A	27-Aug-09 A	☐
A1360	Sundt - Develop Evolution Log	5	28-Aug-09 A	03-Sep-09 A	☐
A3010	Smith Group - Revised Elevations council Approval	1	28-Aug-09 A	28-Aug-09 A	☐
A1450	Sundt - Continually Update Evolution Log	60	03-Sep-09 A	28-Dec-09	☐
ASC 60 % Design					
A1320	Smith Group - Complete 60% Design Package	29	28-Aug-09 A	18-Nov-09	☐
A1480	Sundt - Prepare 60% Constructability Review Comments	5	06-Nov-09	12-Nov-09	☐
A1350	Smith Group - Incorporate 60% Constructability Comments	10	13-Nov-09	30-Nov-09	☐
A4070	Smith Group - Print 60% Design Package	2	19-Nov-09	20-Nov-09	☐
ASC GMP per 60 % Design					
A4810	Sundt - Prepare Instructions to Bidders	5	13-Nov-09	19-Nov-09	☐
A4820	Sundt - Issue 60% Design Bid Packages	3	20-Nov-09	24-Nov-09	☐
A4830	Sundt - Subcontractor Bid Period	11	20-Nov-09	08-Dec-09	☐
A4840	Sundt - Abstract & Prepare Bldg GMP / Internal Review	4	09-Dec-09	14-Dec-09	☐
A4850	Sundt - Submit GMP for Team Review	1	15-Dec-09	15-Dec-09	☐
A5070	Prepare ASC Building GMP	4	15-Dec-09	18-Dec-09	☐
A5080	Sundt Internal Executive Reviews	2	21-Dec-09	22-Dec-09	☐
A4880	Avondale - Prepare Agenda Topic	8	23-Dec-09	06-Jan-10	☐
A4970	City Council Meeting	0		04-Jan-10*	☐
A4900	Avondale - Issue ASC Building Contract & NTP	1	05-Jan-10	05-Jan-10	☐
A4890	Avondale - Council Approve Bldg GMP	1	07-Jan-10	07-Jan-10	☐
ASC 100 % Design					
A1340	Smith Group - 100% Construction Drawings	24	19-Nov-09	28-Dec-09	☐
A1560	Smith Group - Submit ASC to Building Safety for First Review	1	29-Dec-09	29-Dec-09	☐
A1570	Sundt - Perform Constructability Review on City Submittal Set	10	29-Dec-09	12-Jan-10	☐
A1590	Avondale Review 100% Construction Docs	6	30-Dec-09	07-Jan-10	☐



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Start Date: 10-Jun-09
Finish Date: 14-Dec-10
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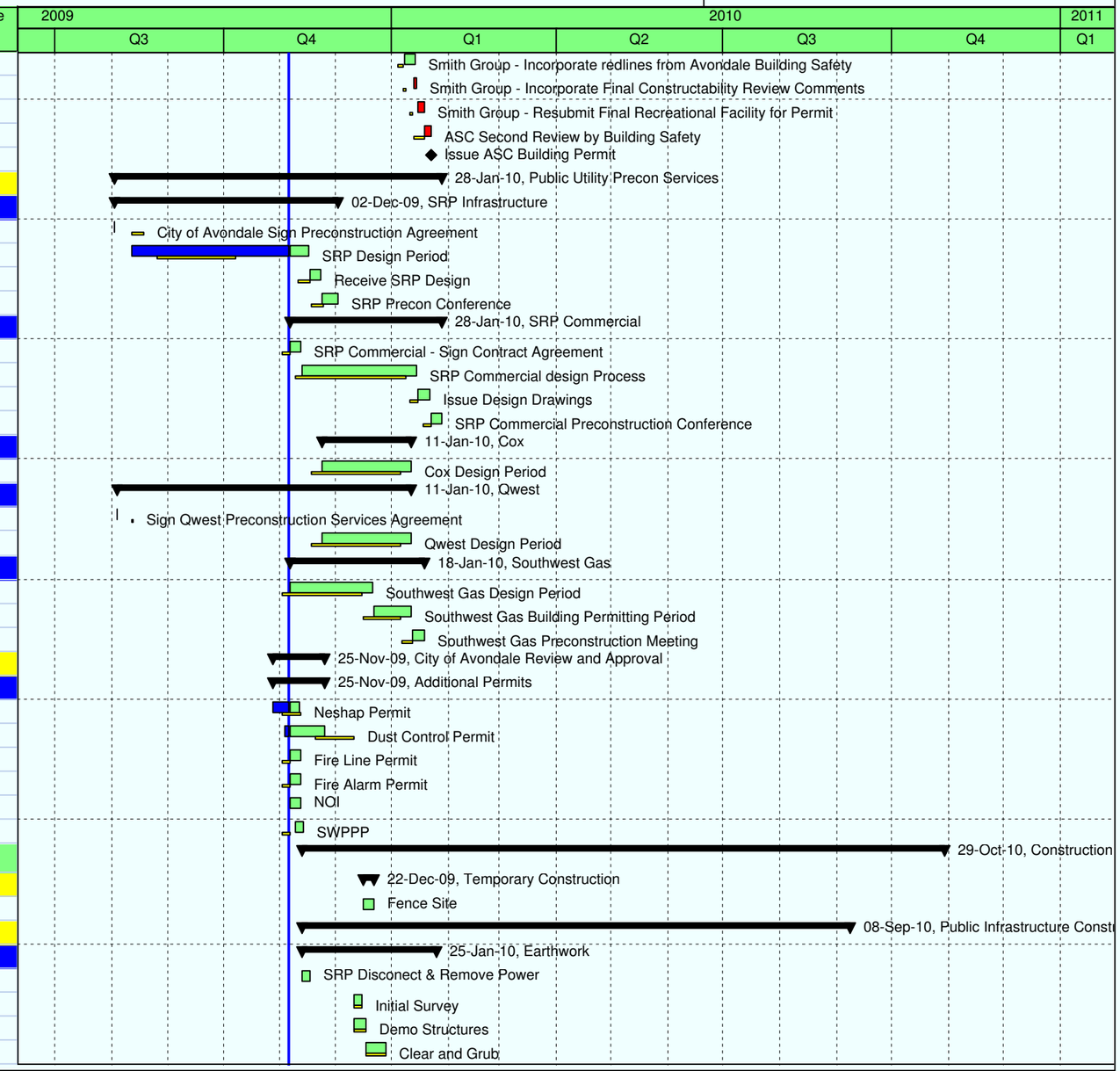
Actual Work
Remaining Work
Critical Remaining Work
Primary Baseline
Remaining Level of Effort
Actual Level of Effort
Milestone
Summary

Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
A1620	Smith Group - Incorporate redlines from Avondale Building S...	4	08-Jan-10	13-Jan-10	☐
A1640	Smith Group - Incorporate Final Constructability Review Com...	2	13-Jan-10	14-Jan-10	☐
A1630	Smith Group - Resubmit Final Recreational Facility for Permit	2	15-Jan-10	18-Jan-10	☐
A1600	ASC Second Review by Building Safety	4	19-Jan-10	22-Jan-10	☐
A1610	Issue ASC Building Permit	0		22-Jan-10	☐
Public Utility Precon Services					
SRP Infrastructure					
A2810	City of Avondale Sign Preconstruction Agreement	5	03-Aug-09 A	03-Aug-09 A	☐
A2100	SRP Design Period	30	12-Aug-09 A	16-Nov-09	☐
A2110	Receive SRP Design	5	17-Nov-09	23-Nov-09	☐
A2120	SRP Precon Conference	5	24-Nov-09	02-Dec-09	☐
SRP Commercial					
A2660	SRP Commercial - Sign Contract Agreement	5	06-Nov-09	12-Nov-09	☐
A2700	SRP Commercial design Process	40	13-Nov-09	14-Jan-10	☐
A2710	Issue Design Drawings	5	15-Jan-10	21-Jan-10	☐
A2720	SRP Commercial Preconstruction Conference	5	22-Jan-10	28-Jan-10	☐
Cox					
A2670	Cox Design Period	30	24-Nov-09	11-Jan-10	☐
Qwest					
A2820	Sign Qwest Preconstruction Services Agreement	1	04-Aug-09 A	04-Aug-09 A	☐
A2680	Qwest Design Period	30	24-Nov-09	11-Jan-10	☐
Southwest Gas					
A2690	Southwest Gas Design Period	30	06-Nov-09	21-Dec-09	☐
A2830	Southwest Gas Building Permitting Period	12	22-Dec-09	11-Jan-10	☐
A2840	Southwest Gas Preconstruction Meeting	5	12-Jan-10	18-Jan-10	☐
City of Avondale Review and Approval					
Additional Permits					
A1230	Neshap Permit	9	28-Oct-09 A	11-Nov-09	☐
A1310	Dust Control Permit	14	04-Nov-09 A	25-Nov-09	☐
A2730	Fire Line Permit	5	06-Nov-09	12-Nov-09	☐
A3390	Fire Alarm Permit	5	06-Nov-09	12-Nov-09	☐
A1420	NOI	5	06-Nov-09	12-Nov-09	☐
A1460	SWPPP	5	09-Nov-09	13-Nov-09	☐
Construction					
Temporary Construction					
A5090	Fence Site	5	16-Dec-09	22-Dec-09	☐
Public Infrastructure Construction					
Earthwork					
A1280	SRP Disconect & Remove Power	3	13-Nov-09	17-Nov-09	☐
A1180	Initial Survey	3	11-Dec-09	15-Dec-09	☐
A1370	Demo Structures	5	11-Dec-09	17-Dec-09	☐
A1170	Clear and Grub	5	18-Dec-09	28-Dec-09	☐



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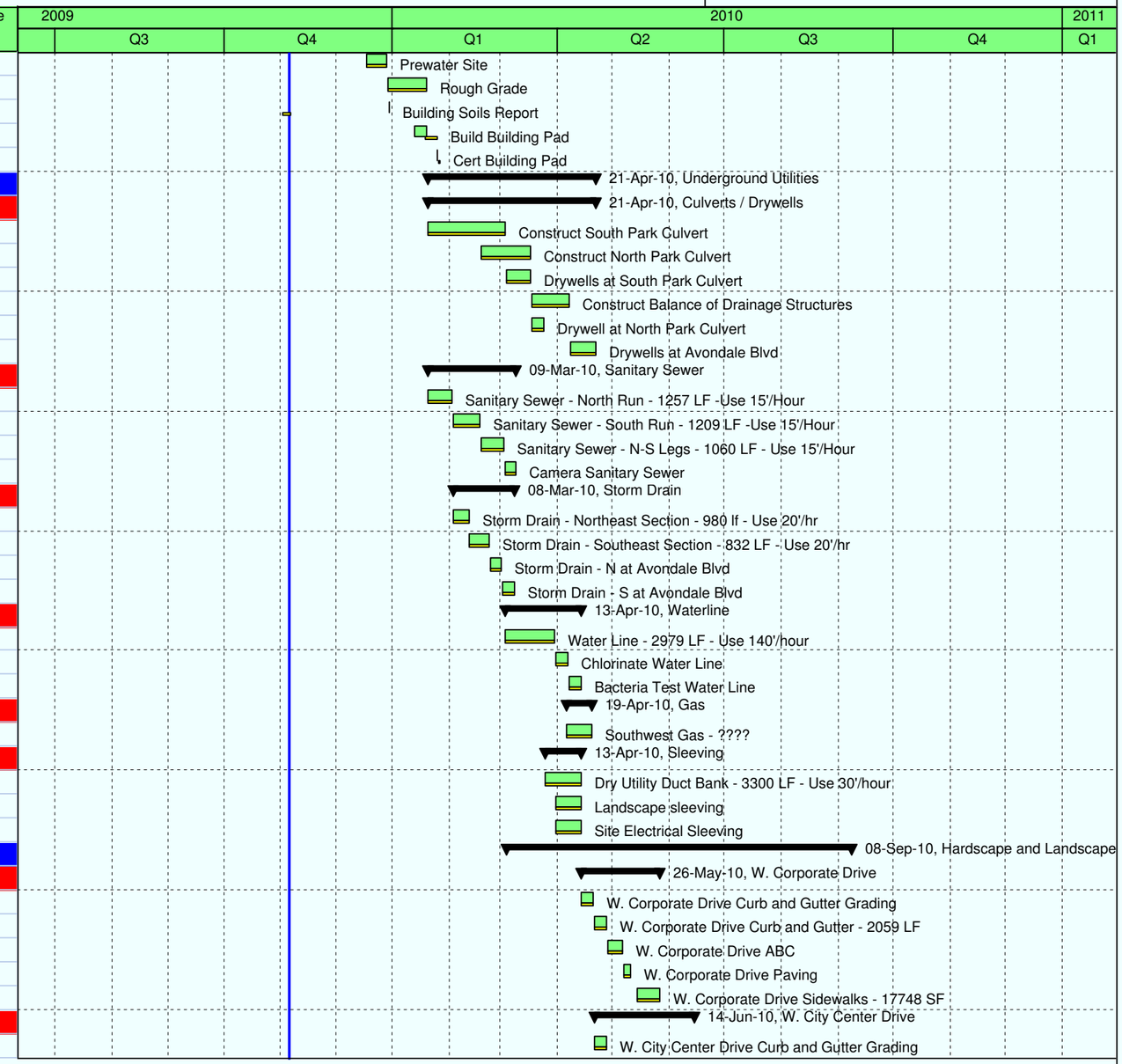
Remaining Work
Critical Remaining Work
Primary Baseline
Remaining Level of Effort
Actual Level of Effort
Milestone
Summary

Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
A2130	Prewater Site	5	18-Dec-09	28-Dec-09	☐
A1190	Rough Grade	15	29-Dec-09	19-Jan-10	☐
A1260	Building Soils Report	1	30-Dec-09	30-Dec-09	☐
A1750	Build Building Pad	5	13-Jan-10	19-Jan-10	☐
B2860	Cert Building Pad	1	25-Jan-10	25-Jan-10	☐
Underground Utilities					
Culverts / Drywells					
A1760	Construct South Park Culvert	30	20-Jan-10	03-Mar-10	☐
A1770	Construct North Park Culvert	20	18-Feb-10	17-Mar-10	☐
A1790	Drywells at South Park Culvert	10	04-Mar-10	17-Mar-10	☐
A1780	Construct Balance of Drainage Structures	15	18-Mar-10	07-Apr-10	☐
A1800	Drywell at North Park Culvert	5	18-Mar-10	24-Mar-10	☐
A1810	Drywells at Avondale Blvd	10	08-Apr-10	21-Apr-10	☐
Sanitary Sewer					
A1040	Sanitary Sewer - North Run - 1257 LF -Use 15'/Hour	10	20-Jan-10	02-Feb-10	☐
A1070	Sanitary Sewer - South Run - 1209 LF -Use 15'/Hour	10	03-Feb-10	17-Feb-10	☐
A1290	Sanitary Sewer - N-S Legs - 1060 LF - Use 15'/Hour	9	18-Feb-10	02-Mar-10	☐
A1720	Camera Sanitary Sewer	5	03-Mar-10	09-Mar-10	☐
Storm Drain					
A1580	Storm Drain - Northeast Section - 980 lf - Use 20'/hr	7	03-Feb-10	11-Feb-10	☐
A1660	Storm Drain - Southeast Section - 832 LF - Use 20'/hr	6	12-Feb-10	22-Feb-10	☐
A1670	Storm Drain - N at Avondale Blvd	5	23-Feb-10	01-Mar-10	☐
A1680	Storm Drain - S at Avondale Blvd	5	02-Mar-10	08-Mar-10	☐
Waterline					
A1690	Water Line - 2979 LF - Use 140'/hour	20	03-Mar-10	30-Mar-10	☐
A1700	Chlorinate Water Line	5	31-Mar-10	06-Apr-10	☐
A1710	Bacteria Test Water Line	5	07-Apr-10	13-Apr-10	☐
Gas					
A1740	Southwest Gas - ????	10	06-Apr-10	19-Apr-10	☐
Sleeving					
A1730	Dry Utility Duct Bank - 3300 LF - Use 30'/hour	14	25-Mar-10	13-Apr-10	☐
A1820	Landscape sleeving	10	31-Mar-10	13-Apr-10	☐
A1830	Site Electrical Sleeving	10	31-Mar-10	13-Apr-10	☐
Hardscape and Landscape					
W. Corporate Drive					
A1840	W. Corporate Drive Curb and Gutter Grading	5	14-Apr-10	20-Apr-10	☐
A1850	W. Corporate Drive Curb and Gutter - 2059 LF	5	21-Apr-10	27-Apr-10	☐
A1920	W. Corporate Drive ABC	7	28-Apr-10	06-May-10	☐
A1930	W. Corporate Drive Paving	2	07-May-10	10-May-10	☐
A2050	W. Corporate Drive Sidewalks - 17748 SF	9	14-May-10	26-May-10	☐
W. City Center Drive					
A1860	W. City Center Drive Curb and Gutter Grading	5	21-Apr-10	27-Apr-10	☐



SUNDT

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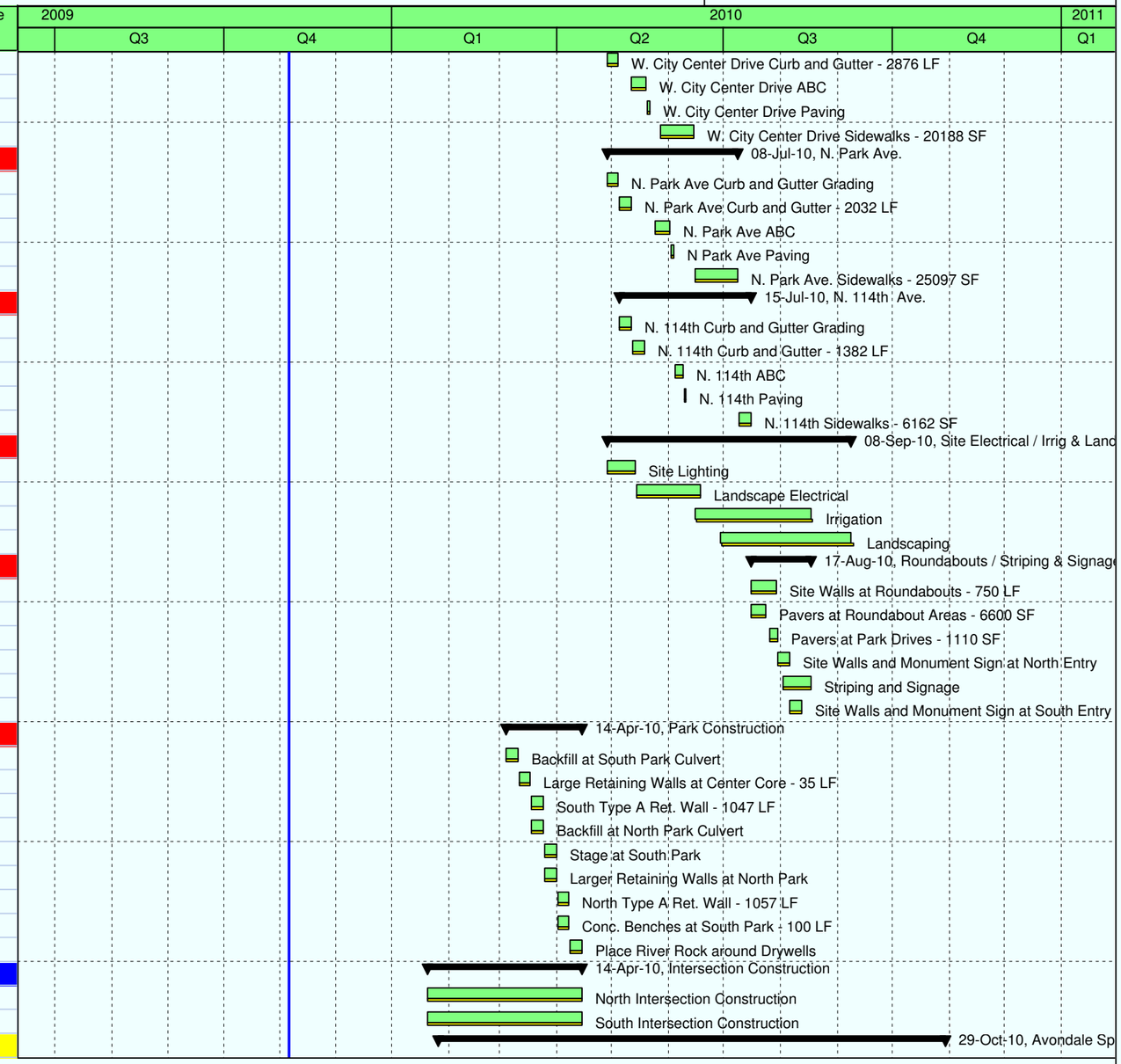
Actual Work
Remaining Work
Critical Remaining Work
Primary Baseline
Remaining Level of Effort
Actual Level of Effort
Milestone
Summary

Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
A1870	W. City Center Drive Curb and Gutter - 2876 LF	5	28-Apr-10	04-May-10	☐
A1940	W. City Center Drive ABC	7	11-May-10	19-May-10	☐
A1950	W. City Center Drive Paving	2	20-May-10	21-May-10	☐
A2060	W. City Center Drive Sidewalks - 20188 SF	12	27-May-10	14-Jun-10	☐
N. Park Ave.					
A1880	N. Park Ave Curb and Gutter Grading	5	28-Apr-10	04-May-10	☐
A1890	N. Park Ave Curb and Gutter - 2032 LF	5	05-May-10	11-May-10	☐
A1960	N. Park Ave ABC	6	24-May-10	01-Jun-10	☐
A1970	N Park Ave Paving	2	02-Jun-10	03-Jun-10	☐
A2070	N. Park Ave. Sidewalks - 25097 SF	17	15-Jun-10	08-Jul-10	☐
N. 114th Ave.					
A1900	N. 114th Curb and Gutter Grading	5	05-May-10	11-May-10	☐
A1910	N. 114th Curb and Gutter - 1382 LF	5	12-May-10	18-May-10	☐
A1980	N. 114th ABC	3	04-Jun-10	08-Jun-10	☐
A1990	N. 114th Paving	2	09-Jun-10	10-Jun-10	☐
A2080	N. 114th Sidewalks - 6162 SF	5	09-Jul-10	15-Jul-10	☐
Site Electrical / Irrig & Landscaping					
A2020	Site Lighting	12	28-Apr-10	13-May-10	☐
A2030	Landscape Electrical	25	14-May-10	18-Jun-10	☐
A2040	Irrigation	45	15-Jun-10	17-Aug-10	☐
A2140	Landscaping	50	29-Jun-10	08-Sep-10	☐
Roundabouts / Striping & Signage					
A2160	Site Walls at Roundabouts - 750 LF	10	16-Jul-10	29-Jul-10	☐
A2280	Pavers at Roundabout Areas - 6600 SF	6	16-Jul-10	23-Jul-10	☐
A2290	Pavers at Park Drives - 1110 SF	5	26-Jul-10	30-Jul-10	☐
A2170	Site Walls and Monument Sign at North Entry	5	30-Jul-10	05-Aug-10	☐
A2300	Striping and Signage	12	02-Aug-10	17-Aug-10	☐
A2270	Site Walls and Monument Sign at South Entry	5	06-Aug-10	12-Aug-10	☐
Park Construction					
A2210	Backfill at South Park Culvert	5	04-Mar-10	10-Mar-10	☐
A2180	Large Retaining Walls at Center Core - 35 LF	5	11-Mar-10	17-Mar-10	☐
A2200	South Type A Ret. Wall - 1047 LF	5	18-Mar-10	24-Mar-10	☐
A2220	Backfill at North Park Culvert	5	18-Mar-10	24-Mar-10	☐
A2240	Stage at South Park	5	25-Mar-10	31-Mar-10	☐
A2260	Larger Retaining Walls at North Park	5	25-Mar-10	31-Mar-10	☐
A2190	North Type A Ret. Wall - 1057 LF	5	01-Apr-10	07-Apr-10	☐
A2230	Conc. Benches at South Park - 100 LF	5	01-Apr-10	07-Apr-10	☐
A2250	Place River Rock around Drywells	5	08-Apr-10	14-Apr-10	☐
Intersection Construction					
A2000	North Intersection Construction	60	20-Jan-10	14-Apr-10	☐
A2010	South Intersection Construction	60	20-Jan-10	14-Apr-10	☐
Avondale Sports Center Construction					



SUNDT

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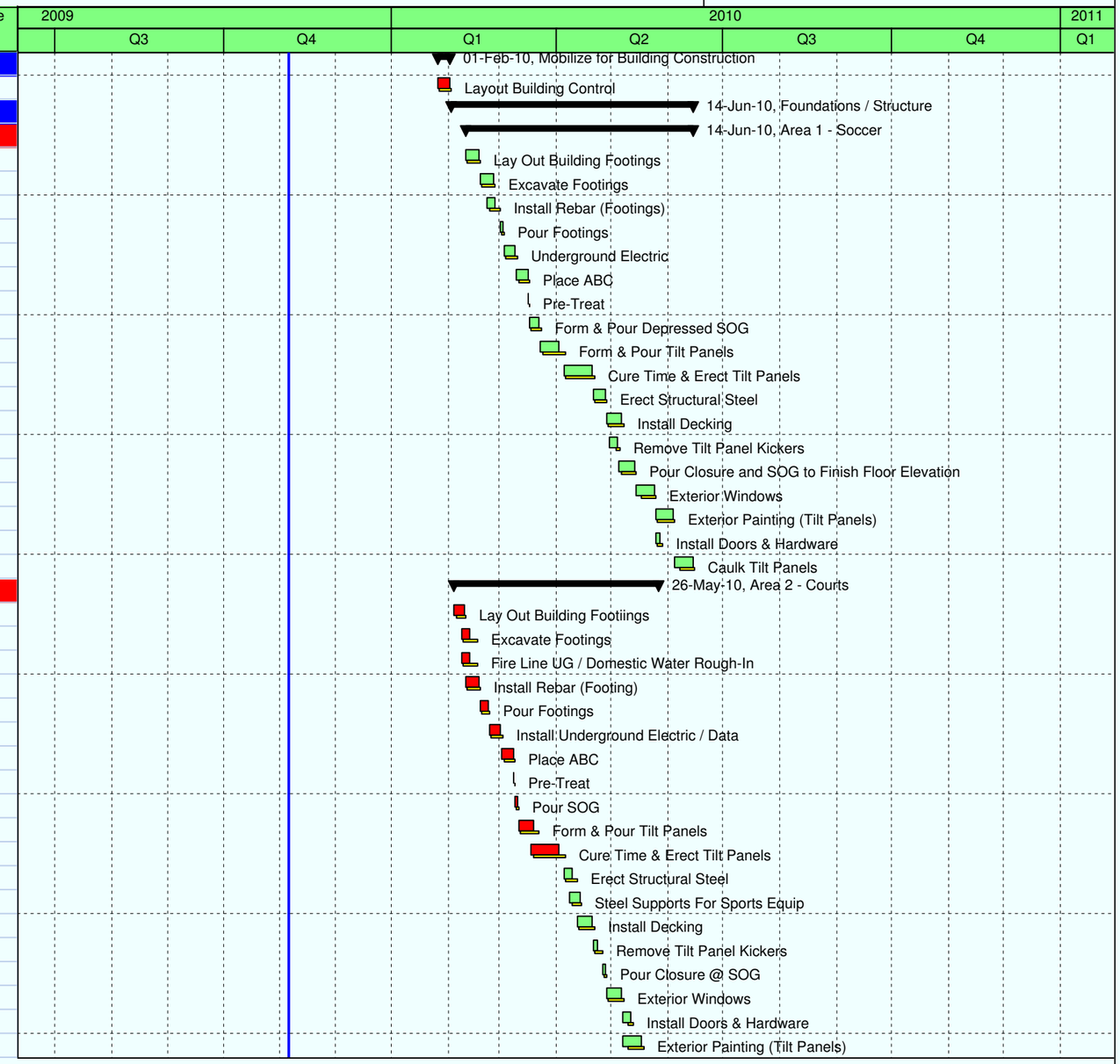
Actual Work
Remaining Work
Critical Remaining Work
Primary Baseline
Remaining Level of Effort
Actual Level of Effort
Milestone
Summary

Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
Mobilize for Building Construction					
AB1320	Layout Building Control	5	26-Jan-10	01-Feb-10	☐
Foundations / Structure					
Area 1 - Soccer					
A3670	Lay Out Building Footings	5	10-Feb-10	17-Feb-10	☐
A3680	Excavate Footings	6	18-Feb-10	25-Feb-10	☐
A3690	Install Rebar (Footings)	5	22-Feb-10	26-Feb-10	☐
A3700	Pour Footings	2	01-Mar-10	02-Mar-10	☐
A3940	Underground Electric	5	03-Mar-10	09-Mar-10	☐
A3740	Place ABC	5	10-Mar-10	16-Mar-10	☐
AB1500	Pre-Treat	1	16-Mar-10	16-Mar-10	☐
A3710	Form & Pour Depressed SOG	4	17-Mar-10	22-Mar-10	☐
A3720	Form & Pour Tilt Panels	9	23-Mar-10	02-Apr-10	☐
A3730	Cure Time & Erect Tilt Panels	12	05-Apr-10	20-Apr-10	☐
A3780	Erect Structural Steel	5	21-Apr-10	27-Apr-10	☐
A3790	Install Decking	7	28-Apr-10	06-May-10	☐
A3800	Remove Tilt Panel Kickers	3	30-Apr-10	04-May-10	☐
A3750	Pour Closure and SOG to Finish Floor Elevation	7	05-May-10	13-May-10	☐
AB1580	Exterior Windows	7	14-May-10	24-May-10	☐
AB1740	Exterior Painting (Tilt Panels)	7	25-May-10	03-Jun-10	☐
AB1750	Install Doors & Hardware	3	25-May-10	27-May-10	☐
AB1570	Caulk Tilt Panels	7	04-Jun-10	14-Jun-10	☐
Area 2 - Courts					
A3770	Lay Out Building Footiings	4	04-Feb-10	09-Feb-10	☐
A3400	Excavate Footings	5	08-Feb-10	12-Feb-10	☐
AB1760	Fire Line UG / Domestic Water Rough-In	5	08-Feb-10	12-Feb-10	☐
A3580	Install Rebar (Footing)	5	10-Feb-10	17-Feb-10	☐
A3590	Pour Footings	3	18-Feb-10	22-Feb-10	☐
A3600	Install Underground Electric / Data	5	23-Feb-10	01-Mar-10	☐
A3610	Place ABC	5	02-Mar-10	08-Mar-10	☐
AB1560	Pre-Treat	1	08-Mar-10	08-Mar-10	☐
A3620	Pour SOG	2	09-Mar-10	10-Mar-10	☐
A3630	Form & Pour Tilt Panels	7	11-Mar-10	19-Mar-10	☐
A3640	Cure Time & Erect Tilt Panels	12	18-Mar-10	02-Apr-10	☐
A3650	Erect Structural Steel	5	05-Apr-10	09-Apr-10	☐
AB1720	Steel Supports For Sports Equip	4	08-Apr-10	13-Apr-10	☐
A3660	Install Decking	7	12-Apr-10	20-Apr-10	☐
A3810	Remove Tilt Panel Kickers	3	21-Apr-10	23-Apr-10	☐
A3760	Pour Closure @ SOG	2	26-Apr-10	27-Apr-10	☐
AB1530	Exterior Windows	7	28-Apr-10	06-May-10	☐
AB1730	Install Doors & Hardware	3	07-May-10	11-May-10	☐
AB1710	Exterior Painting (Tilt Panels)	7	07-May-10	17-May-10	☐



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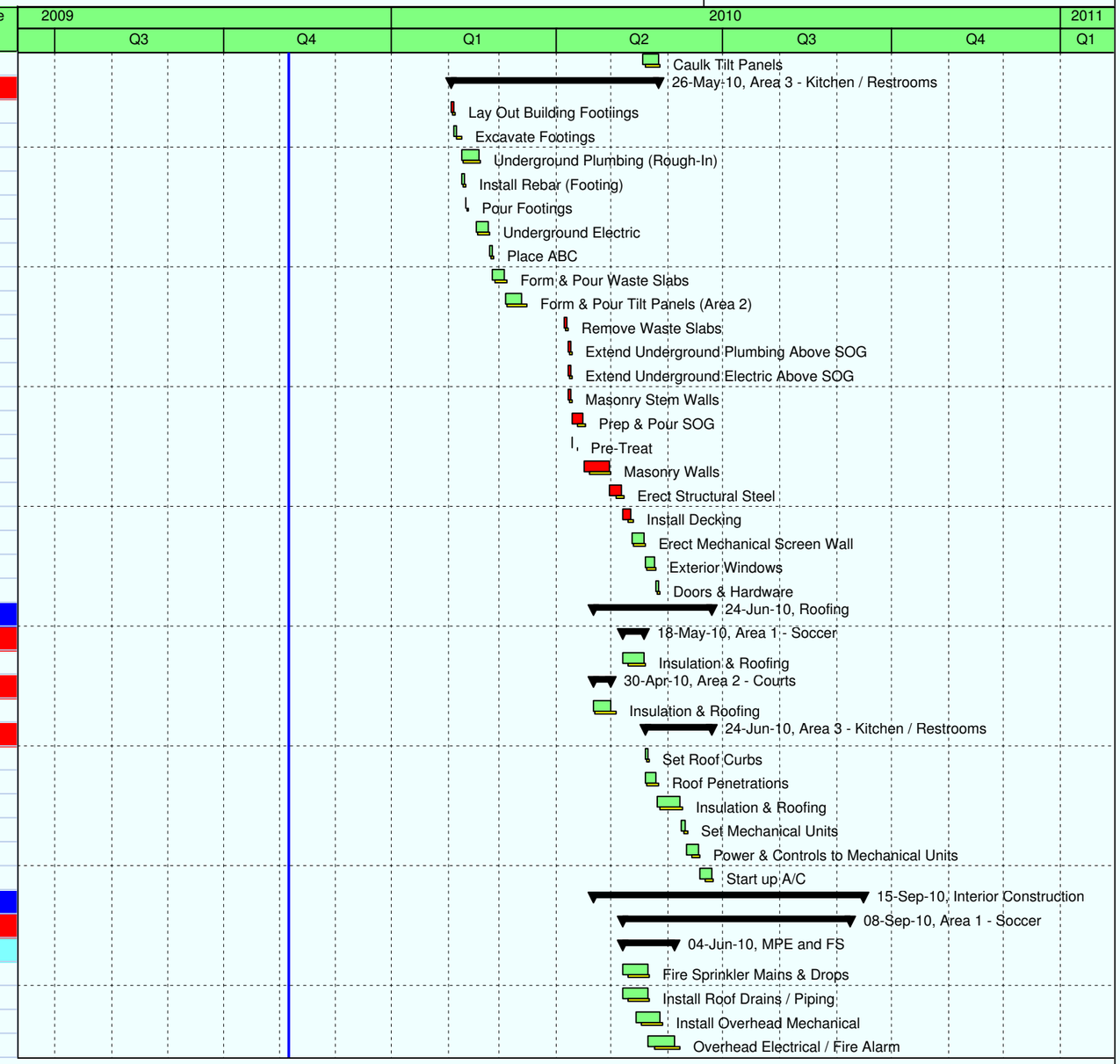
Summary

Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
AB1690	Caulk Tilt Panels	7	18-May-10	26-May-10	☐
Area 3 - Kitchen / Restrooms					
A3430	Lay Out Building Footiings	2	02-Feb-10	03-Feb-10	☐
A3410	Excavate Footings	2	04-Feb-10	05-Feb-10	☐
A3420	Underground Plumbing (Rough-In)	7	08-Feb-10	17-Feb-10	☐
A3510	Install Rebar (Footing)	2	08-Feb-10	09-Feb-10	☐
A3520	Pour Footings	1	10-Feb-10	10-Feb-10	☐
A3930	Underground Electric	5	16-Feb-10	22-Feb-10	☐
A3440	Place ABC	2	23-Feb-10	24-Feb-10	☐
A3450	Form & Pour Waste Slabs	5	25-Feb-10	03-Mar-10	☐
A3460	Form & Pour Tilt Panels (Area 2)	7	04-Mar-10	12-Mar-10	☐
A3480	Remove Waste Slabs	2	05-Apr-10	06-Apr-10	☐
A3490	Extend Underground Plumbing Above SOG	2	07-Apr-10	08-Apr-10	☐
A3500	Extend Underground Electric Above SOG	2	07-Apr-10	08-Apr-10	☐
A3530	Masonry Stem Walls	2	07-Apr-10	08-Apr-10	☐
A3540	Prep & Pour SOG	5	09-Apr-10	15-Apr-10	☐
AB1700	Pre-Treat	1	09-Apr-10	09-Apr-10	☐
A3550	Masonry Walls	10	16-Apr-10	29-Apr-10	☐
A3560	Erect Structural Steel	5	30-Apr-10	06-May-10	☐
A3570	Install Decking	3	07-May-10	11-May-10	☐
A3860	Erect Mechanical Screen Wall	5	12-May-10	18-May-10	☐
AB1590	Exterior Windows	4	19-May-10	24-May-10	☐
AB1770	Doors & Hardware	2	25-May-10	26-May-10	☐
Roofing					
Area 1 - Soccer					
A3900	Insulation & Roofing	8	07-May-10	18-May-10	☐
Area 2 - Courts					
A3910	Insulation & Roofing	8	21-Apr-10	30-Apr-10	☐
Area 3 - Kitchen / Restrooms					
A3840	Set Roof Curbs	2	19-May-10	20-May-10	☐
A3890	Roof Penetrations	5	19-May-10	25-May-10	☐
A3920	Insulation & Roofing	8	26-May-10	07-Jun-10	☐
A3870	Set Mechanical Units	3	08-Jun-10	10-Jun-10	☐
A3880	Power & Controls to Mechanical Units	5	11-Jun-10	17-Jun-10	☐
A4400	Start up A/C	5	18-Jun-10	24-Jun-10	☐
Interior Construction					
Area 1 - Soccer					
MPE and FS					
AB1600	Fire Sprinkler Mains & Drops	10	07-May-10	20-May-10	☐
AB1480	Install Roof Drains / Piping	10	07-May-10	20-May-10	☐
AB1460	Install Overhead Mechanical	10	14-May-10	27-May-10	☐
AB1470	Overhead Electrical / Fire Alarm	10	21-May-10	04-Jun-10	☐



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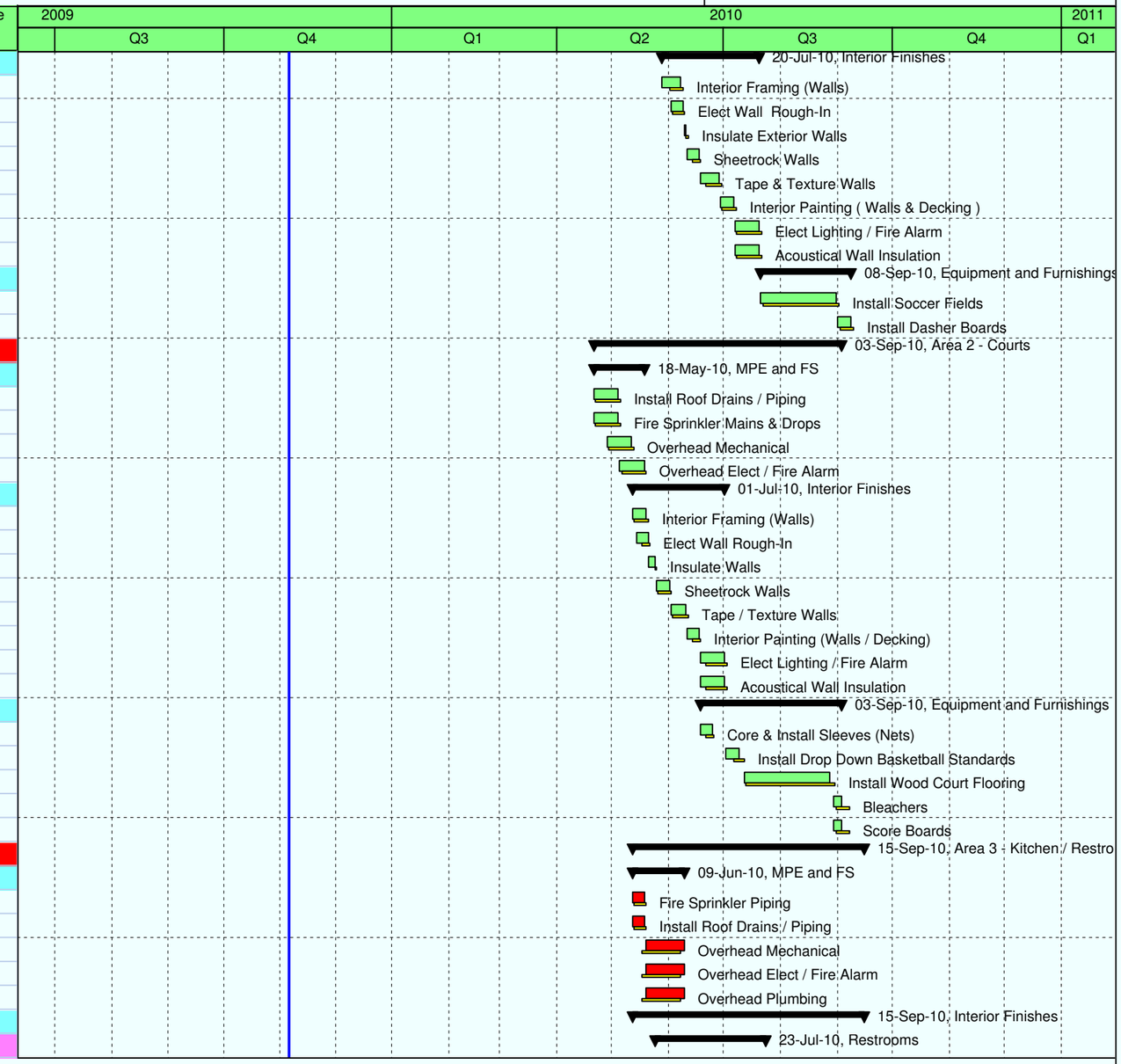
Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
Interior Finishes					
AB1540	Interior Framing (Walls)	6	28-May-10	07-Jun-10	☐
AB1550	Elect Wall Rough-In	5	02-Jun-10	08-Jun-10	☐
AB1640	Insulate Exterior Walls	2	09-Jun-10	10-Jun-10	☐
AB1610	Sheetrock Walls	5	11-Jun-10	17-Jun-10	☐
AB1620	Tape & Texture Walls	7	18-Jun-10	28-Jun-10	☐
AB1630	Interior Painting (Walls & Decking)	5	29-Jun-10	06-Jul-10	☐
AB1660	Elect Lighting / Fire Alarm	10	07-Jul-10	20-Jul-10	☐
AB1680	Acoustical Wall Insulation	10	07-Jul-10	20-Jul-10	☐
Equipment and Furnishings					
A3950	Install Soccer Fields	30	21-Jul-10	31-Aug-10	☐
A4110	Install Dasher Boards	5	01-Sep-10	08-Sep-10	☐
Area 2 - Courts					
MPE and FS					
A3960	Install Roof Drains / Piping	10	21-Apr-10	04-May-10	☐
A3980	Fire Sprinkler Mains & Drops	10	21-Apr-10	04-May-10	☐
A3970	Overhead Mechanical	10	28-Apr-10	11-May-10	☐
A3990	Overhead Elect / Fire Alarm	10	05-May-10	18-May-10	☐
Interior Finishes					
A4000	Interior Framing (Walls)	6	12-May-10	19-May-10	☐
A4010	Elect Wall Rough-In	5	14-May-10	20-May-10	☐
A4020	Insulate Walls	2	21-May-10	24-May-10	☐
A4030	Sheetrock Walls	5	25-May-10	01-Jun-10	☐
A4040	Tape / Texture Walls	7	02-Jun-10	10-Jun-10	☐
A4050	Interior Painting (Walls / Decking)	5	11-Jun-10	17-Jun-10	☐
A4060	Elect Lighting / Fire Alarm	10	18-Jun-10	01-Jul-10	☐
A4080	Acoustical Wall Insulation	10	18-Jun-10	01-Jul-10	☐
Equipment and Furnishings					
A4120	Core & Install Sleeves (Nets)	5	18-Jun-10	24-Jun-10	☐
A4090	Install Drop Down Basketball Standards	5	02-Jul-10	09-Jul-10	☐
A4100	Install Wood Court Flooring	35	12-Jul-10	27-Aug-10	☐
A4130	Bleachers	5	30-Aug-10	03-Sep-10	☐
A4140	Score Boards	5	30-Aug-10	03-Sep-10	☐
Area 3 - Kitchen / Restrooms					
MPE and FS					
A4150	Fire Sprinkler Piping	5	12-May-10	18-May-10	☐
A4180	Install Roof Drains / Piping	5	12-May-10	18-May-10	☐
A4160	Overhead Mechanical	15	19-May-10	09-Jun-10	☐
A4170	Overhead Elect / Fire Alarm	15	19-May-10	09-Jun-10	☐
A4430	Overhead Plumbing	15	19-May-10	09-Jun-10	☐
Interior Finishes					
Restrooms					



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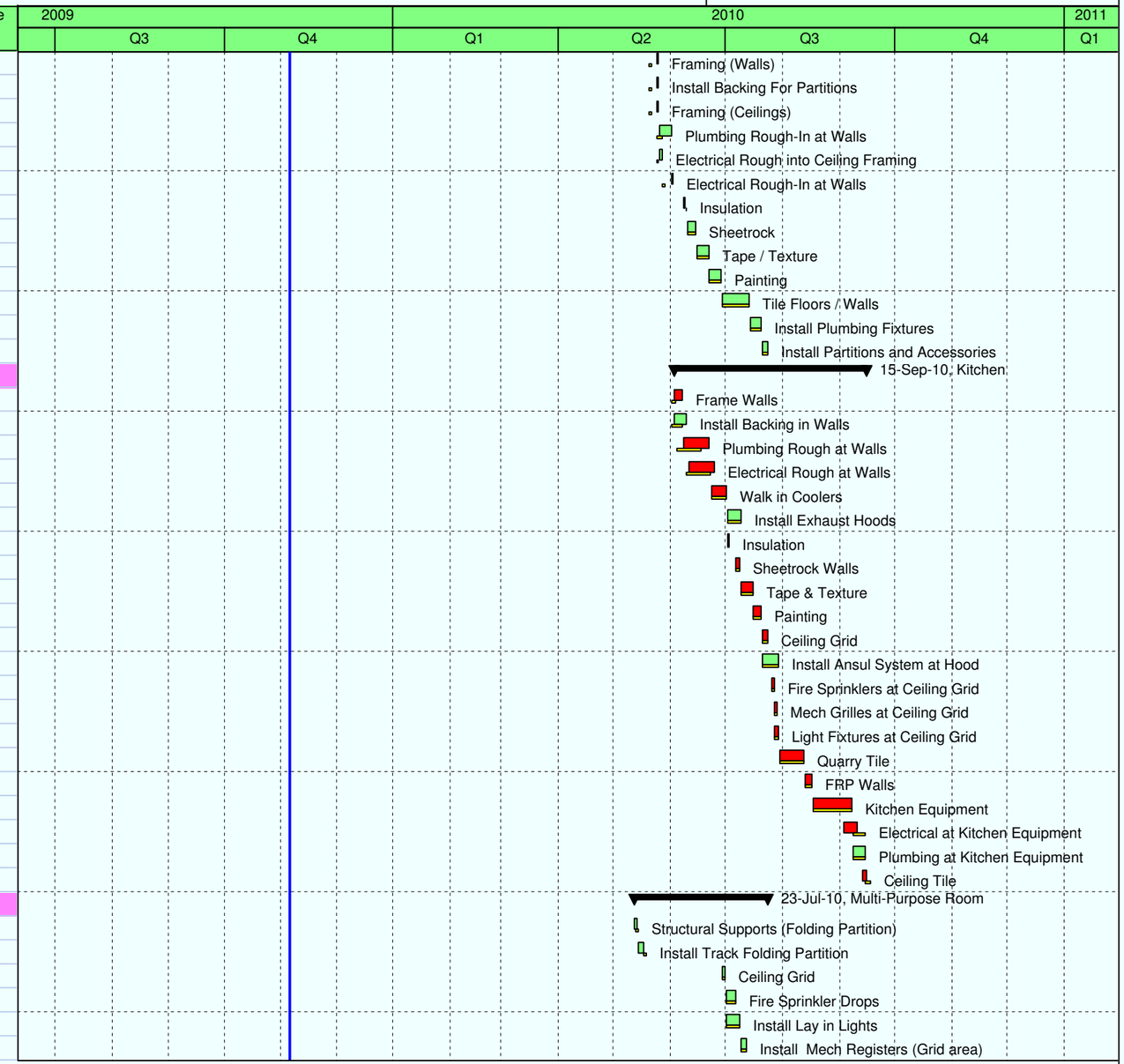
Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
A4200	Framing (Walls)	2	24-May-10	25-May-10	☐
A4350	Install Backing For Partitions	2	24-May-10	25-May-10	☐
A4450	Framing (Ceilings)	2	24-May-10	25-May-10	☐
A4210	Plumbing Rough-In at Walls	4	26-May-10	01-Jun-10	☐
A4640	Electrical Rough into Ceiling Framing	2	26-May-10	27-May-10	☐
A4220	Electrical Rough-In at Walls	2	01-Jun-10	02-Jun-10	☐
A4230	Insulation	1	08-Jun-10	08-Jun-10	☐
A4240	Sheetrock	3	10-Jun-10	14-Jun-10	☐
A4250	Tape / Texture	5	15-Jun-10	21-Jun-10	☐
A4260	Painting	5	22-Jun-10	28-Jun-10	☐
A4320	Tile Floors / Walls	10	29-Jun-10	13-Jul-10	☐
A4310	Install Plumbing Fixtures	5	14-Jul-10	20-Jul-10	☐
A4330	Install Partitions and Accessories	3	21-Jul-10	23-Jul-10	☐
Kitchen					
A4470	Frame Walls	3	03-Jun-10	07-Jun-10	☐
A4650	Install Backing in Walls	5	03-Jun-10	09-Jun-10	☐
A4480	Plumbing Rough at Walls	10	08-Jun-10	21-Jun-10	☐
A4490	Electrical Rough at Walls	10	11-Jun-10	24-Jun-10	☐
A4460	Walk in Coolers	7	23-Jun-10	01-Jul-10	☐
A4440	Install Exhaust Hoods	5	02-Jul-10	09-Jul-10	☐
A4500	Insulation	1	02-Jul-10	02-Jul-10	☐
A4510	Sheetrock Walls	3	06-Jul-10	08-Jul-10	☐
A4520	Tape & Texture	5	09-Jul-10	15-Jul-10	☐
A4530	Painting	3	16-Jul-10	20-Jul-10	☐
A4560	Ceiling Grid	3	21-Jul-10	23-Jul-10	☐
A4445	Install Ansul System at Hood	7	21-Jul-10	29-Jul-10	☐
A4590	Fire Sprinklers at Ceiling Grid	2	26-Jul-10	27-Jul-10	☐
A4570	Mech Grilles at Ceiling Grid	2	27-Jul-10	28-Jul-10	☐
A4580	Light Fixtures at Ceiling Grid	3	27-Jul-10	29-Jul-10	☐
A4540	Quarry Tile	10	30-Jul-10	12-Aug-10	☐
A4550	FRP Walls	2	13-Aug-10	16-Aug-10	☐
A4610	Kitchen Equipment	15	17-Aug-10	07-Sep-10	☐
A4630	Electrical at Kitchen Equipment	5	03-Sep-10	10-Sep-10	☐
A4620	Plumbing at Kitchen Equipment	5	08-Sep-10	14-Sep-10	☐
A4600	Ceiling Tile	3	13-Sep-10	15-Sep-10	☐
Multi-Purpose Room					
A4190	Structural Supports (Folding Partition)	2	12-May-10	13-May-10	☐
A4360	Install Track Folding Partition	2	14-May-10	17-May-10	☐
A4270	Ceiling Grid	2	29-Jun-10	30-Jun-10	☐
A4280	Fire Sprinkler Drops	3	01-Jul-10	06-Jul-10	☐
A4290	Install Lay in Lights	5	01-Jul-10	08-Jul-10	☐
A4300	Install Mech Registers (Grid area)	2	09-Jul-10	12-Jul-10	☐



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Avondale City Center Infrastructure American Sports Centers Avondale Facility

Activity ID	Activity Name	Original Duration	Start	Finish	Auto Compute Actuals
A4370	Install Ceiling Tiles	2	13-Jul-10	14-Jul-10	☐
A4390	Interior Store Front	5	14-Jul-10	20-Jul-10	☐
A4660	Floor Covering	5	15-Jul-10	21-Jul-10	☐
A4340	Doors & Hardware	2	21-Jul-10	22-Jul-10	☐
A4380	Install Folding Partition	2	22-Jul-10	23-Jul-10	☐
Lobby					
A4910	Overhead Elect Rough-In / Fire Alarm	5	10-Jun-10	16-Jun-10	☐
A4940	Framing for Perf Metal Clg	5	17-Jun-10	23-Jun-10	☐
A4920	Fire Sprinkler Drops	5	24-Jun-10	30-Jun-10	☐
A4410	Grind Concrete (Lobby / Corridor)	10	29-Jun-10	13-Jul-10	☐
A4420	Install Perforated Metal Ceiling (Lobby)	10	01-Jul-10	15-Jul-10	☐
A4950	Floor Protection	5	14-Jul-10	20-Jul-10	☐
A4930	Trim Out MP&E	5	16-Jul-10	22-Jul-10	☐
Commissioning					
A4960	Rough Cleaning	5	15-Sep-10	21-Sep-10	☐
A5050	Test & Balance HVAC	5	16-Sep-10	22-Sep-10	☐
Critical Inspections					
A5040	Kitchen - Health Dept Inspection	5	16-Sep-10	22-Sep-10	☐
A5060	Life Safety Inspection	5	16-Sep-10	22-Sep-10	☐
Final Inspections					
A1060	Rain Days	5	23-Sep-10	29-Sep-10	☐
A1010	Substantial Completion	0		29-Sep-10	☐
A1050	Complete Punchlist	17	30-Sep-10	22-Oct-10	☐
A1020	Final Cleaning	5	25-Oct-10	29-Oct-10	☐
A1030	Final Completion	0		29-Oct-10	☐
General Conditions					

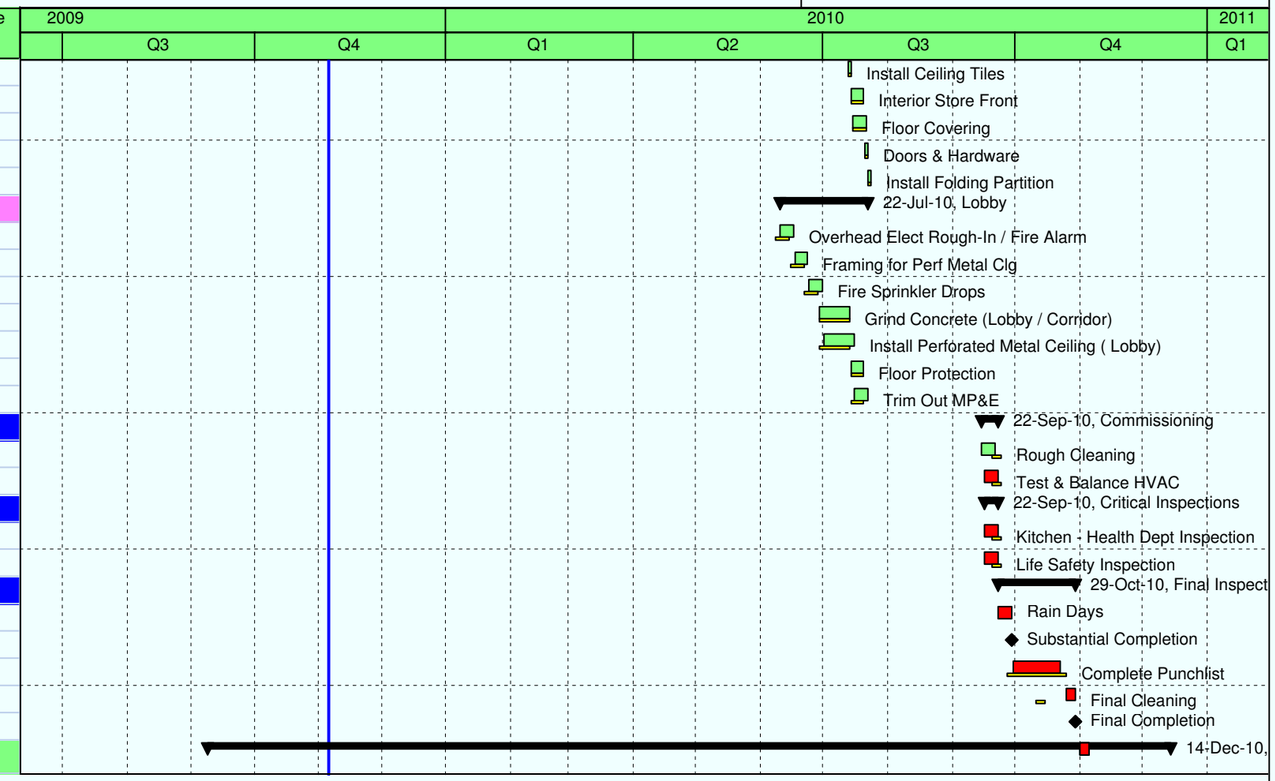

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EXHIBIT B-2
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SUNDT CONSTRUCTION, INC.

[Construction Manager's Infrastructure Proposal]

See following pages.

Avondale City Center - Phase 1

CSI Budget Reconciliation
Summary Page

SUNDT

PROJECT GROSS AREA = 784,080

CSI DIV	DESCRIPTION	10-8-09 GMP Submittal	TOTAL SCOPE REQ.	CONTRACT ALLOWANCES	11-2-09 Revised GMP	GROSS COST/S.F.	NET CHANGE
1	Division 1 (General Requirements	276,368	196,391	0	196,391	0.25	(79,977)
2	Sitework	4,251,082	3,809,290	136,262	3,945,552	5.03	(271,936)
	Design Contingency	0	0	0	0	0.00	0
	Total Direct Costs	4,527,450	4,005,681	136,262	4,141,943	5.28	(351,913)
	Indirect Costs						
	General Conditions	247,722	238,967	0	238,967	0.30	(8,755)
	PL & PD Ins	62,148	54,984	1857	56,840	0.07	(5,308)
	Builders Risk Ins	2,142	1,895	64	1,959	0.00	(183)
	G C Bond	52,725	46,646	1575	48,221	0.06	(4,504)
	Contractors Contingency	169,496	49,985	1688	51,673	0.07	(117,823)
	Sales Tax	305,687	270,445	18900	289,345	0.37	(16,342)
	Contractors Fee	282,493	249,925	8,439	258,364	0.33	(24,129)
	Total Indirect Costs	1,122,413	912,847	32,523	945,370	1.21	(177,043)
	Total Project Costs	5,649,862	4,918,528	168,785	5,087,312	6.49	(528,957)

Avondale City Center - Phase 1

GMP Detail Sheet

Updated: 11/10/09 10:21 AM

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DIV	SECT.	DESCRIPTION	10-8-09 GMP Submittal	11-2-09 Revised GMP	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES DESCRIPTION	CONTRACT ALLOWNCES AMOUNT	COMMENTS	
1	DIVISION 1 (General Requirements)										
		General Requirements (Revised GMP per Avondale 11-2-09)	154,190	154,190	Reduced per 10-30-09 Mtg.			Improvements to Adjacent Propert	0		
		Internal Revisions to GC & GR's (Delete Forklift)		(4,000)	Reduced per 10-30-09 Mtg.						
		Internal Revisions to GC & GR's (Delete Watchperson)		(42,904)	COA Police will do drive by's						
		Internal Revisions to GC & GR's (Delete janitors service)		(3,360)	Reduced per 10-30-09 Mtg.						
		Internal Revisions to GC & GR's (Drop Rough & Daily Cleaning)		(10,720)	Reduced per 10-30-09 Mtg.						
		Internal Revisions to GC & GR's (Reduce Dumpsters)		(10,000)	Reduced per 10-30-09 Mtg.						
		Internal Revisions to GC & GR's (Reduce small Tools)		(2,944)	Reduced per 10-30-09 Mtg.						
		Internal Revisions to GC & GR's (Delete Warranty costs)		(1,000)	Reduced per 10-30-09 Mtg.						
		Internal Revisions to GC & GR's (Delete Photograph account)		(1,725)	Reduced per 10-30-09 Mtg.						
		Internal Revisions to GC & GR's (Reduce Storm Damage)		(920)	Reduced per 10-30-09 Mtg.						
		Internal Revisions to GC & GR's (Delete Escalation Factor)		(12,000)	Reduced per 10-30-09 Mtg.						
		Additional Scope accepted by COA, 11/2/09 (O'Brien Lease agreement payments)	0	2,400	DEL Log Item No. 44						
		NPDES/SWPPP	17,700	17,700	Sundt Heavy Civil						
		Engineering expense for Dibble to do SWPP plan ($2500)	0	0							
		Materials Testing	18,000	18,000	RAMM			Materials Testing Contingency	0		
		Construction Staking, Surveying and Layout	51,530	51,530	Sundt Heavy Civil						
		Mobilization / Demobilization	15,858	15,858	Sundt Heavy Civil						
		Traffic Control	10,090	10,090	Sundt Heavy Civil						
		Dust Control after Heavy/Civil demobilizes	0	8,516	Sundt Building Division						
		Additional Scope accepted by COA, 11/2/09 (cost for Off Duty Police Officer)	0	7,680	DEL Log Item No. 30						
		Value Engineering accepted by the COA, 11/2/09 (Delete Allowance)	5,000	0	DEL Log Item No. 37						
		Value Engineering accepted by the COA, 11/2/09 (Delete Allowance)	4,000	0	DEL Log Item No. 39						
		Total	276,368	196,391			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	196,391
										Net Change	79,977
		Total Division 1 (General Requirements)	**276,368**	**196,391**		**Total Scope Requirements (A+B)**	**196,391**	**Total Contract Allowances**	**0**		
2	SITEWORK										
		EARTHWORK									
		Pre-Wet	5,600	5,600	Sundt HC						
		Construction Water	13,440	13,440	Sundt HC						
		Clear & Grub	18,241	18,241	Sundt HC						
		Borrow Excavation - cut	44,013	44,013	Sundt HC						
		Fill Construction - fill	52,722	52,722	Sundt HC						
		Earthwork for Temporary Retention Basin	15,317	15,317	Sundt HC						
		Export Soil	47,265	47,265	Sundt HC						
		Value Engineering accepted by the COA, 11/2/09 (Place cut materials on site)	0	(42,175)	DEL Log Item No. 19						
		Place Riprap D50 = 6"	24,360	24,360	Sundt HC						
		Subgrade Preparation	10,152	10,152	Sundt HC						
		AC 5" on 12" ABC (SECT 1) Avondale BLVD	78,812	78,812	Sundt HC						
		AC 3" on 8" ABC (Sect 2)	180,853	180,853	Sundt HC						
		Grade for Curb and Gutter (MAG 220 Type A)	4,709	4,709	Sundt HC						
		Grade for 3" Roll Curb (MAG 220 Type D)	756	756	Sundt HC						
		Grade for 6" Single Curb MAG 222 Type A	13,947	13,947	Sundt HC						
		Grade for 3' Valley Gutter	4,288	4,288	Sundt HC						
		6" Vertical Curb & Gutter, MAG 220 Type A	44,544	44,544	Sundt HC						
		3" Roll Curb & Gutter, MAG 220 Type D	5,803	5,803	Sundt HC						
		6" Single Curb MAG 222 Type A	70,236	70,236	Sundt HC						
		Commercial Driveway Entrance, COA Std. Det. A1254	13,738	13,738	Sundt Concrete						
		Concrete valley Gutter & Apron, MAG 240	21,773	21,773	Sundt HC						
		Relocate Existing Sign	100	100	Sundt HC						
		Message Board	1,560			Message Board	1,560			Included at 30 Days; Sign Boards ILO Message Boards	
		Fire Hydrant Pavement Marker	1,960	1,960	Sundt HC						
		Internal revisions to Heavy/Civil Equipment Rates		(19,000)	Sundt HC						
		Total Earthwork	674,188	611,453			1,560		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	613,013
										Net Change	61,175
		Site Utilities - Storm Drainage									
		Scupper EX	843	843	Sundt HC						
		Concrete Scuppers	39,541	39,541	Sundt Concrete						

Avondale City Center - Phase 1

GMP Detail Sheet

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DIV	SECT.	DESCRIPTION	10-8-09 GMP Submittal	11-2-09 Revised GMP	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES DESCRIPTION	CONTRACT ALLOWNCES AMOUNT	COMMENTS
		Catch Basin, MAG Det 535, Type F	11,941	11,941	Sundt HC					
		Concrete Catch Basin, COA Det A1520, L=6"	22,073	22,073	Sundt HC					
		Concrete Headwall, MAG Std Det 501-1 & 2 (<30")	28,224	28,224	Sundt Concrete					
		Concrete Headwall, MAG Std Det 501-5	25,866	25,866	Sundt Concrete					
		18" RGRCP Class IV	9,436	9,436	Sundt HC					
		24" RGRCP Class IV	29,728	29,728	Sundt HC					
		30" RGRCP Class IV	3,892	3,892	Sundt HC					
		36" RGRCP Class IV	82,681	82,681	Sundt HC					
		42" RGRCP Class IV	21,842	21,842	Sundt HC					
		Storm Manhole (4' dia) w/base, frame and cover (depth <10')	22,115	22,115	Sundt HC					
		Drywell, (with interceptor) "Maxwell Plus" or equal (Depth = 30 ft)	60,173	60,173	Sundt HC					Torrent Resources Managed by Sundt HC
		Additional Scope accepted by COA, 11/2/09 ($1,000 per Drywell Percolation Test)	0	8,000	DEL Log Item No. 32					Torrent Resources Managed by Sundt HC
		Total Site Utilities - Storm Drainage	358,356	366,356			0		0	

Total Scope Requirements (Bid + Adjust. + Allw)	366,356
Net Change	(8,000)

Avondale City Center - Phase 1

GMP Detail Sheet

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DIV	SECT.	DESCRIPTION	10-8-09 GMP Submittal	11-2-09 Revised GMP	SUBCONTRACTOR	ITEMS NOT BID AND ADJUSTMENTS	"B" AMOUNT	CONTRACT ALLOWNCES DESCRIPTION	CONTRACT ALLOWNCES AMOUNT	COMMENTS	
		Site Utilities - Water									
		6" DIP, Class 350, w/fittings	31,417	31,417	Sundt HC						
		8" DIP, Class 350, w/ fittings	97,799	97,799	Sundt HC						
		12" DIP, Class 350, w/ fittings	58,932	58,932	Sundt HC						
		16" DIP, Class 350, w/ fittings	126,081	126,081	Sundt HC						
		Install Fire Hydrant, Pipe, Valve, Box and over	50,760	50,760	Sundt HC						
		Tapping Sleeve	8,560	8,560	Sundt HC						
		Water Valve Final Adjustment	13,322	13,322	Sundt HC						
		Value Engineering accepted by COA, 11/2/09 (Remove Irrigation line to back of curb	0	(13,500)	DEL Log Item No. 34						
		Value Engineering accepted by COA, 11/2/09 (Replace Tangent Tees w/ centered Te	0	(20,000)	DEL Log Item No. 22						
		Total Site Utilities - Water	386,870	353,370			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	353,370
										Net Change	33,500
		Site Utilities - Sewer									
		8" PVC SDR 35 w/fittings complete in place	108,702	108,702	Sundt HC						
		10" PVC SDR 35 w/fittings complete in place	5,530	5,530	Sundt HC						
		12" PVC SDR 35 w/fittings complete in place	54,067	54,067	Sundt HC						
		Lined Manhole, MAG 420, (4 ft. dia) w/base, frame and cover	7,068	7,068	Sundt HC						
		Lined Manhole, MAG 420, (5 ft. dia) w/base, frame and cover	47,941	47,941	Sundt HC						
		Total for Site Utilities - Sewer	223,309	223,309			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	223,309
										Net Change	0
		PAVEMENT MARKINGS & SIGNAGE									
	2580	Signage & Striping	39,641	39,641	Sundt Heavy Civil					Red Rock managed by Heavy Civil	
		Total Pavement Markings & Signage	39,641	39,641			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	39,641
										Net Change	0
		Traffic Signal									
		New Traffic Signals at Avondale Blvd	218,657	218,657	Kimbrell Electric						
		Value Engineering accepted by COA, 11/2/09 (Delete wireless controller equipment)	0	(16,000)	DEL Log Item No. 41						
		Traffic Signal Equipment Pads	1,650	1,650	Sundt Concrete						
		Total Traffic Signal	220,307	204,307			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	204,307
										Net Change	16,000
		LANDSCAPE, IRRIGATION, AND SITE FURNISHINGS									
		Landscape, Irrigation and Site Furnishings	404,757	354,757	AAA (DEL Item No. 10)						
		Value Engineering accepted by COA, 11/2/09 (reduce plants 20%) (price NOT confir	0	(8,000)	DEL Log Item No. 29						
		Value Engineering accepted by COA, 11/2/09 (Correct wrong Z-25 rate in abstracts)	0	(1,055)	DEL Log Item No. 43						
		Street Sweeping, Final Cleaning, and Misc. scope (signage foundations)	0	46,000	Sundt Building Division						
		Pavers	40,117	40,117	Paver Dean (Dean Masonry)						
		Fine Grading (Basins)	8,874	8,874	Sundt HC						
		Fine Grading (Parkway)	22,742	22,742	Sundt HC						
		Handrails / Guard Rails at Park	15,538	15,538	Magnum Companies			Sandstone Veneer at Avondale Bl	0	Allowance moved to direct cost per DEL Log Item No.	
		Monument Signage (1/2" stainless Steel Lettering in 2 Locations)	15,325	15,325	Magnum Companies						
		Sandstone Veneer Allowance (Revised to subbid by Vickers/Harri Masonry)	35,466	25,000	DEL Log Item No. 40						
		Total Landscape, Irrigation & Site Furnishings	542,820	519,299			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	519,299
										Net Change	23,521

Avondale City Center - Phase 1

GMP Detail Sheet

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		SITE CONCRETE									
		CIP Concrete Header Curb @ Avondale Blvd. Basin	32,173	32,173	Sundt Concrete						
		CIP Concrete Stairs	11,931	11,931	Sundt Concrete						
		Paver Base Slab	47,711	47,711	Sundt Concrete						
		Rebar - Sitework	23,074	23,074	Sundt Concrete						
		4" thick CIP integral color exposed aggregate concrete	146,979	146,979	Sundt Concrete						
		Sidewalks - Exp Agg @ Parking Locations	3,129	3,129	Sundt Concrete						
		4" thick CIP Integral color Actacrete concrete	302,228	302,228	Sundt Concrete						
		9" thick CIP integral color Actacrete concrete	25,358	25,358	Sundt Concrete						
		Value Engineering Accepted by the COA, 11/2/09 (Delete Actacrete with Acid Etch)	0	(65,750)	DEL Log Item No. 13						
		9" thick CIP integral color exposed aggregate concrete	34,694	34,694	Sundt Concrete						
		CIP Concrete Seating	15,537	15,537	Sundt Concrete						
		CIP Concrete Retaining Wall	253,466	253,466	Sundt Concrete						
		CIP Concrete Sign Wall at Avondale Boulevard	27,509	27,509	Sundt Concrete						
		CIP Concrete Sign Columns	12,807	12,807	Sundt Concrete						
		Additional Scope accepted by COA, 11/2/09 (concrete pole bases in lieu of direct burı	0	51,940	DEL Log Item No. 28						
		Detectable Warning Plate	46,939	46,939	Sundt Concrete						
		Joint Sealants	14,335	14,335	Cactus Rose						
		Internal Revision Concrete Self-Perform Labor		(35,300)	Sundt Concrete						
		Internal Revision Concrete Self Perform Equipment		(15,663)	Sundt Concrete						
		Internal Revision Concrete Self Perform Material		(10,905)	Sundt Concrete						
		Total Site Concrete	997,870	922,192			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	922,192
										Net Change	75,678
		SITE LIGHTING									
		Site Lighting Package	462,124	462,124	Echo Canyon						
		Light Pole Bases	3,049	3,049	Sundt Concrete					For four (4) relocated lights on Avondale Blvd	
		Total Site Lighting	465,173	465,173			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	465,173
										Net Change	(3,049)
		DRY UTILITIES									
		See Allowance Columns	0								
		Allowance amount for 10-8-09 GMP Submittal	11,777					Southwest Gas Undergrounding	11,777	Trenching ONLY. Pipe by SW Gas	
		Allowance amount for 10-8-09 GMP Submittal	22,982					Telecommunication / Optic / Cable	22,982	Includes 2-2" Cox Conduits and 2-4" Qwest Conduits	
		Allowance amount for 10-8-09 GMP Submittal	71,958					SRP Electric	71,958	Assumes 6-3" Conduit Incased, 1-500kva Transformer Pad, 3-50kva Pads and 1 Switch	
		CCE to City Hall Allowance revised to subcontract by Kimbrell Electric	160,368	56,631	DEL Log Item No. 48						
		Total Dry Utilities	267,085	56,631			0		106,717		
										Total Scope Requirements (Bid + Adjust. + Allw)	163,348
										Net Change	103,737
		IRRIGATION									
		Allowance amount for 10-8-09 GMP Submittal	29,545					Concrete Lined (Irrigation) Ditch w	29,545		
		Value Engineering accepted by COA, 11/2/09 (Delete allowance)	1,000	0	DEL Log Item No. 38			Cattle Guard rail Grill Unit	0	DEL Log Item No. 38	
		Total Irrigation	30,545	0			0		29,545		
										Total Scope Requirements (Bid + Adjust. + Allw)	29,545
										Net Change	(29,545)
		DEMOLITION									
		Site Demolition	44,919	44,919	Sundt HC						
		Award Demo Scope to Dickens Demolition for $31K Bid ($6,000 to unallocated procu	0	(7,919)	Replace HC with Dickens Dem						
		Additional scope approved by COA, 11/2/09 (Funds to cover 4th Leach field)	0	3,000	DEL Log Item No. 26						
		Additional scope approved by COA, 11/2/09 (Funds to abandon 3 existing wells)	0	6,000	DEL Log Item No. 25						
		Total Site Furnishings	44,919	46,000			0		0		
										Total Scope Requirements (Bid + Adjust. + Allw)	46,000
										Net Change	(1,081)
		TOTAL SITEWORK	**4,251,082**	**3,807,730**		**Total Scope Requirements (A+B)**	**3,809,290**	**Total Contract Allowances**	**136,262**		

EXHIBIT C-3
TO
FIRST AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SUNDT CONSTRUCTION, INC.

[Infrastructure Scope]

See following pages.

Construction Manager at Risk

SCOPE DOCUMENT

for

Avondale City Center Infrastructure Improvements

Guaranteed Maximum Price

Prepared by: R. Brian Kearney

SUNDT CONSTRUCTION, INC.
Phoenix, Arizona
November 10, 2009

SUNDT

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I. PROJECT OVERVIEW

A. INTENT

1. This Scope Document, together with the preliminary drawings prepared by David Evans & Associates (meant to represent a 95% set), and dated August 31, 2009 define the general scope of the work for the proposed Avondale City Center Improvements, Phase 1, located in Avondale, Arizona for utilizing the services of Sundt Construction, Inc. (Construction Manager at Risk).

   The intent of this Guaranteed Maximum Price (GMP) is to provide a complete project based on the contract documents outlined in A.1. Any discrepancies in quantities from what is identified on the contract documents to what is actually installed in the field will be the responsibility of the CMAR. Change Orders, Progress Payments, and general project management will not be based on any line item estimates, but instead will be considered a Lump Sum.

2. Due to the current market conditions material escalation is not expected during the life of the project. However, if escalation does occur, both parties agree that the CMAR Construction Contingency is an acceptable source of funds to pay for related increased costs.

B. GENERAL PROJECT SCOPE

1. The general project scope is listed as follows:
   a. Site Size 18 Acres (Includes offsite retention areas).
2. Regulatory Requirements:
   a. Owner shall secure all governmental approvals and permits related to the design and construction of the proposed project.
   b. Costs for the following permits and fees related to governmental approvals are not included in the construction budget.
      1) All Construction Permits & Plan Check Fees.
      2) Sewer Assessment Fees.
      3) Water Meter Fees.
      4) Off-Site Permit & Plan Check Fees.

C. QUALITY ASSURANCE

1. Contractor shall coordinate a quality assurance program which will be paid for by the Owner and the CMAR. The program shall include the following:
   a. Earthwork observation and testing by an independent agency. (CMAR)

b. Bituminous observation and testing by an independent agency. (CMAR)

c. Cast-in-place concrete observation and testing by an independent agency. (CMAR)

d. Civil Engineer's reviews and observations. (Owner)

e. Architect's reviews and observations. (Owner)

f. Special Inspections (Owner)

D. DESIGN/CONSTRUCTION SCHEDULE

1. Sundt Construction, Inc. has prepared and included a progress schedule for the project. This schedule indicates the dates for starting and completion of the various stages of design and construction, and shall be updated on a regular basis to reflect the actual progress of the work. The Construction schedule includes 5 rain days per the contract agreement.

E. TEMPORARY CONSTRUCTION

1. Sundt Construction, Inc. shall provide all required temporary construction, temporary facilities and temporary utilities required to complete project construction including temporary roadways and parking areas, erosion control structures, material storage areas, enclosures for tools and other equipment, a heated and air conditioned field office, temporary utility services for construction usage, and temporary toilet facilities as required.

F. CLEAN-UP

1. Sundt Construction, Inc. shall be responsible for construction trash removal and shall at all times keep the site free from accumulation of debris.

G. INSURANCE

1. Sundt Construction, Inc. shall maintain Workmen's Compensation Insurance, Comprehensive Public Liability Insurance, Builder's Risk Insurance "All Risk" form, Z-25 Insurance, and Subguard Insurance for the duration of the work.

H. WARRANTY

1.The Construction Manager agrees to correct all construction performed under this Agreement which proves to be defective in workmanship and materials within a period of two years from the applicable date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

2. Twenty-two (22) months after substantial completion, Sundt Construction, Inc. and Owner will inspect the project and identify any defects which shall be corrected immediately.

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I. TRAFFIC CONTROL

1. Traffic Control is conformance with project Specifications.

II. SYSTEMS DESCRIPTION

A. SITEWORK

1. Demolition.
   a. Sundt Construction, Inc. shall conduct all demolition per plans with the exception of items 3A and 3B of sheet D01. These items (Steel Bins and Permanent Structures) are to be demolished and removed from the site before we mobilize.

2. Earthwork.
   a. Sundt Construction, Inc. shall provide all required site clearing, mass excavation, filling, structural excavation, backfilling and grading as required.
   b. Soil shall be stockpiled during construction from on-site materials and spread over disturbed areas to be landscaped with sod, seed or other plant materials. Material with organics shall not be wasted on site where it will affect stability of soil for future construction.
   c. We are currently showing approximately 6,184 CY of exported soil. See Design Evolution Log for a deductive alternate which would allow us to utilize this export onsite. Sundt will coordinate the final location of any excess material with the City of Avondale before it is placed.
3. Utilities.
   a. All connection fees will be paid by Sundt Construction, Inc.
   b. Electrical Service.
      1) The serving electrical utility company will place and connect a transformer on the proposed site. We have included an Allowance based on the following scope of work: 2,930 LF of 6-3" slurry encased conduit, per discussions had with SRP. As of this date the design of the dry utility scope of work has not been finalized. Our assumptions are based on conversations had with SRP, however if the Utility Plans vary from our assumptions our pricing is subject to change.
   c. Gas Service.
      1) The serving gas utility company will place and connect a gas meter on the proposed site. We have included 2,930 LF of trenching only for this scope of work. All pipe is assumed to by South West gas. As of this date the design of the dry utility scope of work has not been finalized. Our assumptions are based on conversations had with SRP, however if the Utility

Plans vary from our assumptions our pricing is subject to change..

d. Telephone.

1) We have included 2,930 Linear Feet of 2-2" conduits for Cox Communications, and 2-4" Conduits for Qwest, all joint trenches with SRP. Should these utilities require a separate trench, or more or less linear footage than was assumed, this item is subject to change.

e. Sanitary Sewer.

1) Sanitary sewer service is included per the plans and specs. Please see the Design Evolution Log for potential design revisions to raise the 95% design up from 16' deep.

f. Water.

1) Water service is included per the plans and specs.

g. Storm Sewer.

1) Storm Sewer is included per the plans and specs.

4. Bituminous and Concrete Paving.

a. Bituminous Paving.

1) Included per the plans and specs.

b. Concrete Paving.

1) Included per the plans and specs.

5. Landscaping.

a. Landscaping.

1) Site landscaping is included per the plans and specs.

6. Hand Railing / Guard Railing

a. Handrails are priced as 180 grit polished stainless steel, and are located in four (4) separate locations in the park area.

b. Guard railing is priced per plans and spec, and is to receive painting in the field.

7. Site Signage.

a. Monument Sign.

1) Included per the plans and specs.

8. Site Exterior Lighting.

a. Site Lighting.

1) Included per the plans and specs.

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III. ALLOWANCES AND CLARIFICATIONS

A. ALLOWANCES

1. The following is a summary of Allowances included in this Scope Document:

   a. Southwest Gas Trench $ 11,777.00

      Description: Allowance is intended to cover costs for final engineered construction documents, and is based on 2,930 LF of pipe installed by SW Gas with CMAR scope to include trenching and backfilling of 2,930 LF of pipe.

   b. Telecom / Optic / Cable Underground $ 22,982.00

      Description: Allowance is intended to cover costs for final engineered construction documents, and is based on 2,930 LF of trench, conduit and backfill for Cox Communications & Qwest per our system description under II.A.3.d.

   c. SRP Electric $ 71,958.00

      Description: Allowance is intended to cover costs for final engineered construction documents, and is based on 2,930 LF of trench, conduit and backfill for SRP Electric per our system description under II.A.3.b.

   d. Irrigation Ditch $ 29,545.00

      Description: Allowance is based on need to transfer irrigation water from one Mortensen Farm Land property, around the limits of construction, and deliver irrigation water to another adjacent Mortensen Farm Property. Scope is not shown on the documents, but scope is part of agreement with the City of Avondale & Mortensen property owners.

B. EXCLUSIONS

1. The following items are not included in the scope of work proposed herein:

   a. Plan Check / City Comments costs for 100% Construction Documents.

   b. Building Permit & any related Development Fees.

   c. Removal of hazardous materials from site, or unforeseen conditions.

   d. Off site utility and street work, other than that shown on plans and described in Allowances and clarifications above.

   e. Avondale Sports Complex Buildings (currently in Schematic Design - Future GMP to follow).

   f. Future Shade Structures per Key Note 3.0, sheets L1.1 - L1.4.

      (See Design Evolution Log, Dated 11-2-09 for cost related to scope changes included in Technical Specifications issued on 11-2-09)

   g. Fire pump or on-site water storage facilities.

   h. Dismantling or installation of Owner equipment; electrical or mechanical connections to Owner equipment.

Avondale City Center Phase 1 Improvements

Design Evolution Log

SUNDT

DATE: 10-Nov-09

Program S.F.	542,758
Schematic S.F.	542,758
Current S.F.	542,758
Delta	0

	GMP Dated 11/2/09	5,335,692
	ACCEPTED CHANGES:	(248,380)
	CURRENT BUDGET:	5,087,312
	TARGET BUDGET:	5,100,000
	BUDGET STATUS:	(12,688)
Excludes "Indirects" --->	REMAINING POTENTIAL:	0
Excludes "Indirects" --->	REJECTED:	(364,339)

See Dtl. **Shaded items were included in 95% Documents**

See Dtl. **Items with more potential savings possible.**

		Guaranteed Maximum Price	ACCEPTED CHANGES	CURRENT BUDGET	TOTAL CHANGE	% CHANGE
01	Division 1 (General Requirements)	196,391	0	196,391	0	0.00%
02	SITEWORK	4,170,214	(224,662)	3,945,552	(224,662)	-5.39%
	Design Contingency		0	0	0	0.00%
	Subtotal	**4,366,605**	**(224,662)**	**4,141,943**	**(224,662)**	**-5.15%**
	INDIRECTS:					
	General Conditions	238,967	0	238,967	0	0.00%
	PL & PD Ins	59,572	(2,732)	56,840	(2,732)	-4.59%
	Builders Risk Ins	2,053	(94)	1,959	(94)	-4.59%
	G C Bond	50,539	(2,318)	48,221	(2,318)	-4.59%
	Contractors Contingency	54,157	(2,484)	51,673	(2,484)	-4.59%
	Sales Tax	293,016	(3,671)	289,345	(3,671)	-1.25%
	Contractors Fee	270,783	(12,419)	258,364	(12,419)	-4.59%
	Subtotal	**969,087**	**(23,718)**	**945,369**	**(23,718)**	**-2.45%**
	SOFT COSTS					
	Design Fees	0	0	0	0	#DIV/0!
	Permits & Plan Check Fees	0	0	0	0	#DIV/0!
	Legal & Broker Fees	0	0	0	0	#DIV/0!
	Utility & City Assessments	0	0	0	0	#DIV/0!
	Testing & Quality Assurance	0	0	0	0	#DIV/0!
	Subtotal	**0**	**0**	**0**	**0**	**#DIV/0!**
	Total	5,335,692	(248,380)	5,087,312	(248,380)	-4.66%

Avondale City Center Phase 1 Improvements

Design Evolution Log - System Breakdown

SUNDT

Date	Sys	Item	Description		Status	BUDGET REVISIONS Accepted	Potential	Rejected	Comments
	01		Division 1 (General Requirements)	Value					
				Subtotal --->		0	0	0	
	02		SITEWORK	Value					
10/07/09		01	Raise Sewer	(30,000.00)	R	0	0	(30,000)	Rejected by COA on 10/27/09
10/07/09		02	Utilize C900 Pipe in lieu of ductile iron pipe for all wate piping	(50,000.00)	R	0	0	(50,000)	Rejected by COA 9/14/09
10/07/09		03	Utilize HDPE Pipe in lieu of RCP for Storm Water	(20,000.00)	R	0	0	(20,000)	Rejected by COA 9/14/09
10/07/09		04	Utilize HDPE Pipe in lieu of ADOT Box Culvert		A	0	0	0	Incorporated into 95% Drawings. Included in GMP
10/07/09		05	Alternate Site Lighting Fixture Package - Non-LED	(85,000.00)	R	0	0	(85,000)	Rejected by COA 9/14/09
10/07/09		06	Delete Park Area Walls and Flatwork		A	0	0	0	Site walls revised from 60% Drawings - New Design Reflected in GMP
10/07/09		07	Delete Stamped Colored Asphalt		A	0	0	0	Incorporated into 95% Drawings. Included in GMP
10/07/09		08	Reduce Number of Site Benches by half		A	0	0	0	Accepted by COA 9/14/09 - Reduces Qty. from 31 to 16 each. Included in GMP
10/07/09		09	Bench Seats - Substitute Bench		A	0	0	0	Accepted by COA email, dated 9/18/09 - Approves "Backless ". Included in GMP
10/07/09		10	Revise Custom 6x12 Alum. Tree Grate to Standard 6x6 Cast Iron	(50,000.00)	A	(50,000)	0	0	
10/07/09		11	Delete Paving at Parking Lot Adjacent to Avondale		A	0	0	0	Incorporated into 95% Drawings. Included in GMP
10/07/09		12	Delete Cast in Place Planter Walls at Roundabouts		A	0	0	0	Incorporated into 95% Drawings. Included in GMP
10/07/09		13	Utilize Acid Etch Finish I.L.O. ActaCrete Finish	(65,750.00)	A	(65,750)	0	0	Revised scope to be submitted for pricing. See Item No. 36
10/07/09		14	Add 2 additional Concrete Headwalls per MAG Std De 501-1&2	28,224.00	R	0	0	28,224	Will Not be required per 10/27/09 Mtg.
10/07/09		15	Utilize Painted Steel ILO Stainless Steel Handrails	(1,912.00)	R	0	0	(1,912)	Rejected by COA on 10/27/09.
10/07/09		16	Delete Perimeter Sidewalks - Replace with Compacte DG	(73,268.24)	R	0	0	(73,268)	Rejected by COA on 10/27/09.

Avondale City Center Phase 1 Improvements

Design Evolution Log - System Breakdown

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Date	Sys	Item	Description		Status	BUDGET REVISIONS Accepted	Potential	Rejected	Comments
10/07/09		17	Delete South Tree Grates (Aluminum)	(72,000.00)	R	0	0	(72,000)	Rejected by COA on 10/27/09.
10/07/09		18	Delete South Tree Grates (Raw Cast Iron)	(45,000.00)	R	0	0	(45,000)	Rejected by COA on 10/27/09.
10/07/09		19	Place Net Cut materials on site (Possibly a Berm alon South Border)	(42,174.88)	A	(42,175)	0	0	Does $42K credit delete O'Brien Basin? Answer = NO (Basin included in GMP)
10/07/09		20	Use Parkwest Landscape with all their associated Alternatives	(27,630.00)	R	0	0	(27,630)	Rejected by COA on 10/27/09.
10/07/09		21	Delete Mortar Bed Beneath Pedestrian Pavers	(3,207.75)	R	0	0	(3,208)	Rejected by COA on 10/27/09.
11/03/09		22	Potential Cost Savings to Change Out Tangent Tees and Eccentric Joints	(20,000.00)	A	(20,000)	0	0	Change GMP water lines with same invert elev. @ tees to Center Line of pipe.
10/07/09		23	Incorporate 100% CD Changes	0.00	P	0	0	0	To be determined - Revised cost will be managed as a change order in the field.
10/19/09		24	Redesign water lines to eliminate restrained conditions	(10,000.00)	R	0	0	(10,000)	Rejected by COA October 12, 2009 per e-mail sent to Brian Kearney.
11/03/09		25	Abandon (2) On-Site Wells	6,000.00	A	6,000	0	0	Scope reduced from (3) wells to (2) wells per COA @ 11/2/09 mtg. Savings diverted to Item No. 26.
11/03/09		26	Demolish existing structures on-site	40,000.00	A	40,000	0	0	Moved $3,000 savings from Item No. 25 to cover demo of (1) additional Leach Field.
11/03/09		27	COA demolish existing structures	0.00	R	0	0	0	Rejected 11/2/09 - Scope of work to remain CMAR responsibility.
11/03/09		28	Change from Direct Bury to Concrete Pole Bases.	51,940.00	A	51,940	0	0	Based on Sht SE-9; Details 6A (74 Each) & 7A (48 Each)
10/27/09		29	Reduce Plant Quantities by 20% (Target Savings)	(8,000.00)	A	(8,000)	0	0	Tree Sizes remain as specified.
10/27/09		30	Add Police Officer per Traffic Control Requirements	7,680.00	A	7,680	0	0	Cost = 4 wks work in 3 intersections, or 160 Hours X $48/Hr.
11/03/09		31	Add Allowance for 90' Drywells	35,000.00	R	0	0	35,000	Rejected per COA meeting on 11/2/09.
10/27/09		32	Confirm Percolation Test is included in GMP.	8,000.00	A	8,000	0	0	Based on $1,000 per well. 8 wells total in the project.
11/23/09		33	Connect Residence to City Sewer system in lieu of new Septic Tank.	0.00	R	0	0	0	No Savings - Req'd depth of sewer line exceeds cost to demo and relocate tank.

Avondale City Center Phase 1 Improvements

Design Evolution Log - System Breakdown

SUNDT

Date	Sys	Item	Description		Status	BUDGET REVISIONS Accepted	Potential	Rejected	Comments
10/27/09		34	Do Not remove entire irrigation line in Avondale Boulevard . Remove pipe to back of curb & plug	(13,500.00)	A	(13,500)	0	0	Plug per MAG Spec. (Plug Avondale Blvd manhole as well)
11/03/09		35	Reduce Project Warranty from two years to One Year	0.00	R	0	0	0	No Savings - GMP Bonds & Insurance based on (1) year.
11/03/09		36	Delete Actacrete entirely & replace with limited Acid Etch & standard grey concrete.	0.00	P	0	0	0	TBD - COA Sketch issued 11/2/09.
11/03/09		37	Delete "Improvements to Adjacent property" Allowance	(5,000.00)	A	(5,000)	0	0	Allowance intended to maintain properties disturbed by construction operations.
11/03/09		38	Delete "Cattle Guard" Allowance	(1,000.00)	A	(1,000)	0	0	Allowance based on errounous description in DEA documents.
11/03/09		39	Delete "Material Testing" Allowance	(4,000.00)	A	(4,000)	0	0	Allowance intended to cover overage in quantities.
11/03/09		40	Sandstone Veneer Allowance - Replace allowance with hard bid	(10,466.00)	A	(10,466)	0	0	Price is based on thin set installation of stone. Excludes "mechanically fastened"
11/03/09		41	Traffic Signal - Delete specified "wireless controller "	(16,000.00)	A	(16,000)	0	0	
11/03/09		42	Traffic Signal - Coordinate bids & COA equipment list	0.00	A	0	0	0	No Savings - Coordination has identified gains & losses with net "0" savings.
11/03/09		43	Revise Z-25 rate applied to subcontractors from 1.55% to 1.50% per contract agreement	(1,055.00)	A	(1,055)	0	0	Sundt Cost of 1.55% was used in error. Savings reflects contract rate of 1.50%
11/03/09		44	O'Brien Property - Add lease agreement cost for land use	2,400.00	A	2,400	0	0	Increase to General Requirements
11/03/09		45	Reissued Technical Spec 10-21-09: Increase Asphalt Profile vs GMP Documents (Approximate)	20,000.00	R	0	0	20,000	Technical Spec issued by COA on 11/2/09 returns aphalt profile to orignial design.
11/03/09		46	Add furnish & Pull of 96 Fiber Cable in COA City Center IT Conduits	0.00	A	0	0	0	Scope included in Item No. 48
11/03/09		47	SRP Irrigation Ditch Allowance - Delete allowance.	(29,545.00)	R	0	0	(29,545)	No Savings. Scope of work is required.
11/03/09		48	CCE to City Hall - IT Trench & Conduit Allowance - Revise price based on drawings dated	(103,736.60)	A	(103,737)	0	0	Scope clarified, subbids received. Scope will move from allowances to direct cost.
11/03/09		49	City of Avondale Engineering Dept. - Exhibit B, Dated 11/2/09.	0.00	A	0	0	0	Scope excluded from Base GMP. Added scope will be addressed in Item No. 23.
				Subtotal --->		(224,662)	0	(364,339)	

Avondale City Center Phase 1 Improvements
Avondale, Arizona

OWNER: **City of Avondale**
ARCHITECT: **David Evans & Associates (DEA)**

REVISED DATE
PRINT DATE 11/10/09

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DESIGN EVOLUTION AND VALUE ANALYSIS CHANGES COST DETAIL

Date	ITEM #	DESCRIPTION	UNIT PRICE	CURRENT BUDGET QTY	CURRENT BUDGET UNIT	CURRENT BUDGET	SUGGESTED DESIGN CHANGE QTY	SUGGESTED DESIGN CHANGE UNIT	SUGGESTED DESIGN CHANGE	COST DIFFERENCE QTY	COST DIFFERENCE UNIT	COST DIFFERENCE	COMMENTS
	GR	**Division 1 (General Requirements)**											
	S	**SITEWORK**											
10/7/09 S	1	**Raise Sewer**											
		Reduce Sewer Depth by 7' on Average	0.00	1	LS	$30,000	-	LS	$0	(1)	LS	($30,000)	
			0.00	-	LS	$0	-	LS	$0	-	LS	$0	
		TOTAL				**$30,000**			**$0**			**($30,000)**	
10/7/09 S	2	**Utilize C900 Pipe in lieu of ductile iron pipe for all water piping**											
		Use C900 pipe	$0.00	1	LS	$50,000	-	LS	$0	(1)	LS	($50,000)	
			$0.00	-	EA	$0	-	EA	$0	-	EA	$0	
		TOTAL				**$50,000**			**$0**			**($50,000)**	
10/7/09 S	3	**Utilize HDPE Pipe in lieu of RCP for Storm Water**											
			$0.00	1	LS	$20,000	-	LS	$0	(1)	LS	($20,000)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$20,000**			**$0**			**($20,000)**	
10/7/09 S	4	**Utilize HDPE Pipe in lieu of ADOT Box Culvert**											
			$0.00	1	LS	$100,000	-	LS	$0	(1)	LS	($100,000)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$100,000**			**$0**			**($100,000)**	
10/7/09 S	5	**Alternate Site Lighting Fixture Package - Non-LED**											
			$0.00	1	LS	$85,000	-	LS	$0	(1)	LS	($85,000)	
			$0.00	-	EA	$0	-	EA	$0	-	EA	$0	
		TOTAL				**$85,000**			**$0**			**($85,000)**	
10/7/09 S	6	**Delete Park Area Walls and Flatwork**											
		Delete Concrete	$0.00	1	LS	$300,000	-	LS	$0	(1)	LS	($300,000)	
		Add Landscape	$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$300,000**			**$0**			**($300,000)**	
10/7/09 S	7	**Delete Stamped Colored Asphalt**											
		Delete Stamped Colored Asphalt	$0.00	1	LS	$63,000	-	LS	$0	(1)	LS	($63,000)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$63,000**			**$0**			**($63,000)**	

Avondale City Center Phase 1 Improvements
Avondale, Arizona

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DESIGN EVOLUTION AND VALUE ANALYSIS CHANGES COST DETAIL

Date	ITEM #	DESCRIPTION	UNIT PRICE	CURRENT BUDGET QTY	CURRENT BUDGET UNIT	CURRENT BUDGET	SUGGESTED DESIGN CHANGE QTY	SUGGESTED DESIGN CHANGE UNIT	SUGGESTED DESIGN CHANGE	COST DIFFERENCE QTY	COST DIFFERENCE UNIT	COST DIFFERENCE	COMMENTS
10/7/09 S	8	**Reduce Number of Site Benches by half**											
		Bench Type A	$0.00	1	LS	$56,650	-	LS	$0	(1)	LS	($56,650)	
		Bench Type B	$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$56,650**			**$0**			**($56,650)**	
10/7/09 S	9	**Bench Seats - Substitute Bench**											
			$0.00	1	LS	$56,650	-	LS	$0	(1)	LS	($56,650)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$56,650**			**$0**			**($56,650)**	
10/7/09 S	10	**Revise Custom 6x12 Alum. Tree Grate to Standard 6x6 Cast Iron**											
		Revise Custom 6x12 Alum. Tree Grate to Standard 6x6 Cast Iron		1	LS	$0	-	LS	$0	(1)	LS	$0	
			($50,000.00)	-	LS	$0	1	LS	($50,000)	1	LS	($50,000)	
		TOTAL				**$0**			**($50,000)**			**($50,000)**	
10/7/09 S	11	**Delete Paving at Parking Lot Adjacent to Avondale**											
		Delete Paving	$0.00	1	LS	$120,000	-	LS	$0	(1)	LS	($120,000)	
		Add D.G.	$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$120,000**			**$0**			**($120,000)**	
10/7/09 S	12	**Delete Cast in Place Planter Walls at Roundabouts**											
			$0.00	1	LS	$47,000	-	LS	$0	(1)	LS	($47,000)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$47,000**			**$0**			**($47,000)**	
10/7/09 S	13	**Utilize Acid Etch Finish I.L.O. ActaCrete Finish**											
		Concrete Deduct	$65,750.00	1	LS	$65,750	-	LS	$0	(1)	LS	($65,750)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$65,750**			**$0**			**($65,750)**	
10/7/09 S	14	**Add 2 additional Concrete Headwalls per MAG Std Det 501-1&2**											
		Concrete Price per Headwall	$28,224.00	-	LS	$0	1	LS	$28,224	1	LS	$28,224	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$0**			**$28,224**			**$28,224**	

Avondale City Center Phase 1 Improvements
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DESIGN EVOLUTION AND VALUE ANALYSIS CHANGES COST DETAIL

Date	ITEM #	DESCRIPTION	UNIT PRICE	CURRENT BUDGET QTY	CURRENT BUDGET UNIT	CURRENT BUDGET	SUGGESTED DESIGN CHANGE QTY	SUGGESTED DESIGN CHANGE UNIT	SUGGESTED DESIGN CHANGE	COST DIFFERENCE QTY	COST DIFFERENCE UNIT	COST DIFFERENCE	COMMENTS
10/7/09 S	15	**Utilize Painted Steel ILO Stainless Steel Handrails**											
		Magnum's Price	$15,500.00	1	LS	$15,500	-	LS	$0	(1)	LS	($15,500)	
		Brown's Custom Fence Price	$13,588.00	-	LS	$0	1	LS	$13,588	1	LS	$13,588	
		TOTAL				**$15,500**			**$13,588**			**($1,912)**	
10/7/09 S	16	**Delete Perimeter Sidewalks - Replace with Compacted DG**											
		Delete Sidewalk	$5.34	21,936	SF	$117,138	-	SF	$0	(21,936)	SF	($117,138)	
		Cost of Compacted DG	$2.00	1	SF	$2	21,936	SF	$43,872	21,935	SF	$43,870	
				1	LS	$0	-	LS	$0	(1)	LS	$0	
				1	LS	$0	-	LS	$0	(1)	LS	$0	
				1	LS	$0	-	LS	$0	(1)	LS	$0	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$117,140**			**$43,872**			**($73,268)**	
10/7/09 S	17	**Delete South Tree Grates (Aluminum)**											
		Deduct Pricing for Tree Grate	$8,000.00	9	EA	$72,000	-	EA	$0	(9)	EA	($72,000)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$72,000**			**$0**			**($72,000)**	
10/7/09 S	18	**Delete South Tree Grates (Raw Cast Iron)**											
		Deduct Pricing for Tree Grates	$5,000.00	9	LS	$45,000	-	LS	$0	(9)	LS	($45,000)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$45,000**			**$0**			**($45,000)**	
10/7/09 S	19	**Place Net Cut materials on site (Possibly a Berm along South Border)**											
		Cost to export soil (Sundt HC)	$6.82	6,184	CY	$42,175	-	CY	$0	(6,184)	CY	($42,175)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$42,175**			**$0**			**($42,175)**	
10/7/09 S	20	**Use Parkwest Landscape with all their associated Alternatives**											
		Current Landscape Price (All In)	$438,246.00	1	LS	$438,246	-	LS	$0	(1)	LS	($438,246)	
		Park West Landscape Proposal	$410,616.00	-	LS	$0	1	LS	$410,616	1	LS	$410,616	
		TOTAL				**$438,246**			**$410,616**			**($27,630)**	

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DESIGN EVOLUTION AND VALUE ANALYSIS CHANGES COST DETAIL

Date	ITEM #	DESCRIPTION	UNIT PRICE	CURRENT BUDGET QTY	CURRENT BUDGET UNIT	CURRENT BUDGET	SUGGESTED DESIGN CHANGE QTY	SUGGESTED DESIGN CHANGE UNIT	SUGGESTED DESIGN CHANGE	COST DIFFERENCE QTY	COST DIFFERENCE UNIT	COST DIFFERENCE	COMMENTS
10/7/09 S	21	**Delete Mortar Bed Beneath Pedestrian Pavers**											
		Mortar Set $ / SF	$2.73	1,175	SF	$3,208	-	SF	$0	(1,175)	SF	($3,208)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$3,208**			**$0**			**($3,208)**	
11/3/09 S	22	**Potential Cost Savings to Change Out Tangent Tees and Eccentric Joints**											
		Heavy Civil Deduct	$20,000.00	1	LS	$20,000	-	LS	$0	(1)	LS	($20,000)	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$20,000**			**$0**			**($20,000)**	
10/7/09 S	23	**Incorporate 100% CD Changes**											
				1	LS	$0	-	LS	$0	(1)	LS	$0	
			$0.00	-	SF	$0	-	SF	$0	-	SF	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/19/09 S	24	**Redesign water lines to eliminate restrained conditions**											
		Current design	$10,000.00	1	LS	$10,000	-	LS	$0	(1)	LS	($10,000)	
				-	EA	$0	6	EA	$0	6	EA	$0	
		TOTAL				**$10,000**			**$0**			**($10,000)**	
11/3/09 S	25	**Abandon (2) On-Site Wells**											
		Sub budget of $3,000 EA.		-	LS	$0	-	LS	$0	-	LS	$0	
			$3,000.00	-	EA	$0	2	EA	$6,000	2	EA	$6,000	
		TOTAL				**$0**			**$6,000**			**$6,000**	
11/3/09 S	26	**Demolish existing structures on-site**											
				-	LS	$0	-	LS	$0	-	LS	$0	
		Dickens Demolition quote	$40,000.00	-	EA	$0	1	EA	$40,000	1	EA	$40,000	
		TOTAL				**$0**			**$40,000**			**$40,000**	
11/3/09 S	27	**COA demolish existing structures**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	

Avondale City Center Phase 1 Improvements
Avondale, Arizona

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SUNDT

DESIGN EVOLUTION AND VALUE ANALYSIS CHANGES COST DETAIL

Date	ITEM #	DESCRIPTION	UNIT PRICE	CURRENT BUDGET QTY	CURRENT BUDGET UNIT	CURRENT BUDGET	SUGGESTED DESIGN CHANGE QTY	SUGGESTED DESIGN CHANGE UNIT	SUGGESTED DESIGN CHANGE	COST DIFFERENCE QTY	COST DIFFERENCE UNIT	COST DIFFERENCE	COMMENTS
11/3/09 S	28	**Change from Direct Bury to Concrete Pole Bases.**											
		GMP = Direct Bury per plans	$0.00	-	EA	$0	-	EA	$0	-	EA	$0	
		Dtl. 6A (Drwg SE-9) = 5'4" Deep	$410.00	-	EA	$0	74	EA	$30,340	74	EA	$30,340	
		Dtl. 7A (Drwg SE-9)= 7'0" Deep	$450.00	-	EA	$0	48	EA	$21,600	48	EA	$21,600	
		TOTAL				**$0**			**$51,940**			**$51,940**	
10/27/09 S	29	**Reduce Plant Quantities by 20% (Target Savings)**											
		20% Lantana etc.		-	LS	$0	-	LS	$0	-	LS	$0	
		Target Savings @ 5%	($8,000.00)	-	EA	$0	1	EA	($8,000)	1	EA	($8,000)	
		TOTAL				**$0**			**($8,000)**			**($8,000)**	
10/27/09 S	30	**Add Police Officer per Traffic Control Requirements**											
				-	LS	$0	-	LS	$0	-	LS	$0	
		4 wks work (160hrs @ $48/Hr)	$7,680.00	-	EA	$0	1	EA	$7,680	1	EA	$7,680	
		TOTAL				**$0**			**$7,680**			**$7,680**	
11/3/09 S	31	**Add Allowance for 90' Drywells**											
				-	LS	$0	-	LS	$0	-	LS	$0	
			$35,000.00	-	EA	$0	1	EA	$35,000	1	EA	$35,000	
		TOTAL				**$0**			**$35,000**			**$35,000**	
10/27/09 S	32	**Confirm Percolation Test is included in GMP.**											
		Original GMP	$0.00	-	LS	$0	-	LS	$0	-	LS	$0	
		Percolation Testing	$8,000.00	-	EA	$0	1	EA	$8,000	1	EA	$8,000	
		TOTAL				**$0**			**$8,000**			**$8,000**	
11/23/09 S	33	**Connect Residence to City Sewer system in lieu of new Septic Tank.**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	34	**Do *Not* remove entire irrigation line in Avondale Boulevard . Remove pipe to back of curb & plug**											
			$13,500.00	1	LS	$13,500	-	LS	$0	(1)	LS	($13,500)	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$13,500**			**$0**			**($13,500)**	

Avondale City Center Phase 1 Improvements
Avondale, Arizona

OWNER: **City of Avondale**
ARCHITECT: **David Evans & Associates (DEA)**

REVISED DATE
PRINT DATE 11/10/09

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11/3/09 S	35	**Reduce Project Warranty from two years to One Year**											
		GMP Builders Risk per 2 year	$2,142.00	-	LS	$0	-	LS	$0	-	LS	$0	
		Revised quote per 1 year		-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
11/3/09 S	36	**Delete Actacrete entirely & replace with limited Acid Etch & standard grey concrete.**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	37	**Delete "Improvements to Adjacent property" Allowance**											
			$5,000.00	1	LS	$5,000	-	LS	$0	(1)	LS	($5,000)	
			$0.00	-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$5,000**			**$0**			**($5,000)**	
10/27/09 S	38	**Delete "Cattle Guard" Allowance**											
			$1,000.00	1	LS	$1,000	-	LS	$0	(1)	LS	($1,000)	
			$0.00	-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$1,000**			**$0**			**($1,000)**	
10/27/09 S	39	**Delete "Material Testing" Allowance**											
			$4,000.00	1	LS	$4,000	-	LS	$0	(1)	LS	($4,000)	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$4,000**			**$0**			**($4,000)**	
10/27/09 S	40	**Sandstone Veneer Allowance - Replace allowance with hard bid**											
		GMP Allowance	$35,466.00	1	LS	$35,466	-	LS	$0	(1)	LS	($35,466)	
		Vickers Harri price	$25,000.00	-	EA	$0	1	EA	$25,000	1	EA	$25,000	
		TOTAL				**$35,466**			**$25,000**			**($10,466)**	
11/4/09 S	41	**Traffic Signal - Delete specified "wireless controller "**											
			$16,000.00	1	LS	$16,000	-	LS	$0	(1)	LS	($16,000)	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$16,000**			**$0**			**($16,000)**	

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10/27/09 S	42	**Traffic Signal - Coordinate bids & COA equipment list**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	43	**Revise Z-25 rate applied to subcontractors from 1.55% to 1.50% per contract agreement**											
		10-8-09 GMP with 1.55%	2,459,226.00	1	LS	$2,459,226	-	LS	$0	(1)	LS	($2,459,226)	
		Revised subcontracts with 1.50%	2,458,171.00	-	EA	$0	1	EA	$2,458,171	1	EA	$2,458,171	
		TOTAL				**$2,459,226**			**$2,458,171**			**($1,055)**	
10/27/09 S	44	**O'Brien Property - Add lease agreement cost for land use**											
		Original GMP	$0.00	1	LS	$0	-	LS	$0	(1)	LS	$0	
		Agreement amount	$2,400.00	-	EA	$0	1	EA	$2,400	1	EA	$2,400	
		TOTAL				**$0**			**$2,400**			**$2,400**	
11/3/09 S	45	**Reissued Technical Spec 10-21-09: Increase Asphalt Profile vs GMP Documents (Approximate)**											
		GMP Ashpalt		-	LS	$0	-	LS	$0	-	LS	$0	
		Revised Profile per 10-21-09 Spec	$20,000.00	-	EA	$0	1	EA	$20,000	1	EA	$20,000	
		TOTAL				**$0**			**$20,000**			**$20,000**	
11/3/09 S	46	**Add furnish & Pull of 96 Fiber Cable in COA City Center IT Conduits**											
			$0.00	-	LS	$0	-	LS	$0	-	LS	$0	
		Plug $9.21/LF Material X 3500 LF (Plug Only - Approximate value)	$0.00	-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
11/3/09 S	47	**SRP Irrigation Ditch Allowance - Delete allowance.**											
		10-8-09 GMP allowance amount	$29,545.00	1	LS	$29,545	-	LS	$0	(1)	LS	($29,545)	
		Delete Allowance	$0.00	-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$29,545**			**$0**			**($29,545)**	

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11/3/09 S	48	**CCE to City Hall - IT Trench & Conduit Allowance - Revise price based on drawings dated**											
		GMP allowance	$160,368.00	1	LS	$160,368	-	LS	$0	(1)	LS	($160,368)	
		Kimbrell Electric Price	$38,000.00	-	LS	$0	1	LS	$38,000	1	LS	$38,000	
		Landscaping Replacement	$3.00	-	SF	$0	2,381	SF	$7,143	2,381	SF	$7,143	
		Saw Cut & Patch back Asphalt	$2.80	-	SY	$0	413	SY	$1,156	413	SY	$1,156	
		Remove & Replace Sidewalks	$6.00	-	SF	$0	268	SF	$1,608	268	SF	$1,608	
		Survey	$1,500.00	-	LS	$0	1	LS	$1,500	1	LS	$1,500	
		Traffic Control	$5,000.00	-	LS	$0	1	LS	$5,000	1	LS	$5,000	
		Off Duty Police Officer	$48.00	-	HR	$0	40	HR	$1,920	40	HR	$1,920	
		Remove & Replace Curb & Gutter	$15.20	-	LF	$0	20	LF	$304	20	LF	$304	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$160,368**			**$56,631**			**($103,737)**	
11/3/09 S	49	**City of Avondale Engineering Dept. - Exhibit B, Dated 11/2/09.**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	50	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	51	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	52	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	53	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	

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10/27/09 S	54	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	55	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	56	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	57	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	
10/27/09 S	58	**New Item**											
				-	LS	$0	-	LS	$0	-	LS	$0	
				-	EA	$0	1	EA	$0	1	EA	$0	
		TOTAL				**$0**			**$0**			**$0**	

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Date	ITEM #	DESCRIPTION	UNIT PRICE	CURRENT BUDGET		SUGGESTED DESIGN CHANGE		COST DIFFERENCE		COMMENTS
				QTY	UNIT	QTY	UNIT	QTY	UNIT	
	SUP	SUPERSTRUCTURE								
	EE	EXTERIOR WALL								
	RF	ROOFING								
	IC	INTERIOR CONSTRUCTION								
	IF	INTERIOR FINISH								
	SP	SPECIALTIES								
	E&F	EQUIPMENT & FURNISHINGS								
	SC	SPECIAL CONSTRUCTION								
	CS	CONVEYING SYSTEM								
	FS	FIRE SPRINKLER								
	P	PLUMBING								
	M	MECHANICAL								
	E	ELECTRICAL								

EXHIBIT D
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SUNDT CONSTRUCTION, INC.

[List of Design Documents]

See following page.

SUNDT

DOCUMENT LIST

Design Development plans and specifications provided by: David Evans and Associates, Inc.

PLANS

NUMBER	DESCRIPTION	DATE
EN 09-034	Cover Sheet	08/31/09
GN01	Legend and Notes	08/09
GN01	Quantity Sheet	08/09
TY01	Typical Sections	08/09
TY02	Typical Sections	08/09
HZ01	Horizontal Control	08/09
DT01	Avondale Boulevard Median Staking Plan	08/09
DT02	City Center Drive Parking Stall Parking Plan Paving and Drainage Plan	08/09
DT03	Corporate Drive Parking Stall Staking Plan Paving and Drainage Plan	08/09
DT04	114th Avenue Parking Stall Staking Plan Paving and Drainage Plan	08/09
DT05	Paving and Drainage Plan	08/09
DT06	Paving and Drainage Plan	08/09
PP01	City Center Drive Paving and Drainage Plan	08/09
PP02	City Center Drive Paving and Drainage Plan	08/09
PP03	Corporate Drive Paving and Drainage Plan	08/09
PP04	Corporate Drive Paving and Drainage Plan	08/09
PP05	Avondale Boulevard Paving and Drainage Plan	08/09
PP06	Avondale Boulevard Paving and Drainage Plan	08/09
PP07	Avondale Boulevard: STA 394+50 to STA 399+50	08/09
PP08	Avondale Boulevard Paving and Drainage Plan	08/09
PP09	114th Avenue Paving and Drainage Plan	08/09
PP10	Park Avenue Paving and Drainage Plan	08/09
PP11	Park Avenue Paving and Drainage Plan	08/09
PP12	114th Avenue and City Center Drive	08/09
PP13	City Center Drive Traffic Circle Stakign Plan Paving and Drainage Plan	08/09
PP14	114th Avenue and Corporate Drive	08/09
PP15	Corporate Drive Traffic Circle Staking Plan Paving and Drainage Plan	08/09
SS01	Signing and Striping Notes and Details	08/09
SS02	Signing and Striping Notes and Details	08/09
SS03	Signing and Striping Notes and Details	08/09

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SS03	Signing and Striping Notes and Details	08/09
SS05	Signing and Striping Plan	08/09
SS06	Signing and Striping Plan	08/09
SS07	Signing and Striping Plan	08/09
SS08	Signing and Striping Plan	08/09
SS09	Signing and Striping Plan	08/09
SS10	Signing and Striping Plan	08/09
SS11	Signing and Striping Plan	08/09
TS01	Traffic Signal Plans	08/09
TS02	Traffic Sign	08/09
TS03	Traffic Signal Plans	08/09
U01	W. City Center Drive Water & Sewer Plan	08/09
U02	W. City Center Drive Water & Sewer Plans	08/09
U03	W. Corporate Drive Water & Sewer Plan	08/09
U04	W. Corporate Drive Water & Sewer Plan	08/09
U05	N. 114th Avenue Water & Sewer Plan	08/09
U06	N. 114th Avenue Water & Sewer Plan	08/09
U07	N. Park Avenue Water & Sewer Plan	08/09
U08	N. Park Avenue Water & Sewer Plan	08/09
G01	Grading Plan	08/09
G02	Grading Plan	08/09
G03	Grading Plan	08/09
D01	Demolition Plan	08/09
SE-1	Lighting and Electrical Plan	08/28/09
SE-2	Lighting and Electrical Plan	08/28/09
SE-3	Lighting and Electrical Plan	08/28/09
SE-4	Lighting and Electrical Plan	08/28/09
SE-5	Lighting and Electrical Plan	08/28/09
SE-6	Lighting and Electrical Plan	08/28/09
SE-7	Lighting and Electrical Plan	08/28/09
SE-8	Lighting and Electrical Plan	08/28/09
SE-9	Lighting and Electrical Plan	08/28/09
SL-1	Street Light Modifications	08/28/09
SL-2	Street Light Modifications	08/28/09
SL-3	Street Light Modifications	08/28/09
PH-1	Photometric Analysis	08/28/09
PH-2	Photometric Analysis	08/28/09
PH-3	Photometric Analysis	08/28/09
PH-4	Photometric Analysis	08/28/09
PH-5	Photometric Analysis Results of Onsite Lighting	08/28/09
PH-6	Existing Street Light Photometric Analysis	08/28/09
PH-7	Existing Street Light Photometric Analysis	08/28/09
PH-8	Proposed Street Light Photometric Analysis	08/28/09
PH-9	Proposed Street Light Photometric Analysis	08/28/09

L0.0	Landscape Architectural	08/28/09
L.01	Material / Finish Schedule	08/28/09
L1.1	Hardscape Plan	08/28/09
L1.2	Hardscape Plan	08/28/09
L1.3	Hardscape Plan	08/28/09
L1.4	Hardscape Plan	08/28/09
L1.5	Hardscape Plan	08/28/09
L2.1	Hardscape Plan	08/28/09
L2.2	Hardscape Details	08/28/09
L2.3	Hardscape Details	08/28/09
L2.4	Hardscape Details	08/28/09
L3.1	Planting Plan	08/28/09
L3.2	Planting Plan	08/28/09
L3.3	Planting Plan	08/28/09
L3.4	Planting Plan	08/28/09
L3.5	Planting Details	08/28/09
L4.1	Irrigation Plan	08/28/09
L4.2	Irrigation Plan	08/28/09
L4.3	Irrigation Plan	08/28/09
L4.4	Irrigation Plan	08/28/09
L4.5	Irrigation Details	08/28/09
	Avondale City Center Technical Specifications	
	Prepared by: David Evans and Associates	
TOC		
1.0	General Technical Requirements	
1.1	Additional Reference Standards	
1.2	Other Agency / Utility Company Notifications / Protection of Existing Facilities	
1.3	Permits	
1.4	Sequence of Construction	
1.5	City – Furnished Materials	
1.6	Miscellaneous Work	
2.0	Measurement and Payment	
2.1	General	
2.2	Items of Work	
3.0	Miscellaneous Work	
3.1	Potholing	
3.2	Trench Plates	

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Conditional Use Permit for 3Sons U-Haul

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: Sue McDermott, Development Services Director/City Engineer (623) 333-4211

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

REQUEST: Conditional Use Permit (CUP) approval for a truck, trailer, and equipment rental facility in the C-2 (Community Commercial) Zoning District.

PARCEL SIZE: Total parcel is approximately 4.4 acres; roughly 1.1 acres are devoted to the truck rental facility

LOCATION: 503/511 E. Van Buren Street; Southeast corner of Van Buren Street and 4th Street (Exhibits A and B)

APPLICANT: Mr. Brad Shimek, Ventana Enterprises (623) 882-0550

OWNER: Mr. Abraham Gallo, (907) 344-2556

BACKGROUND:

The property was annexed into the City on March 21, 1960. Aerial photographs indicate that at the time of annexation, the 4.4 acre subject property was utilized for agricultural purposes. In the early 1970s, the buildings that currently stand on the property were constructed for use as an automobile dealership and the parcel transitioned directly from agricultural to commercial use. Records indicate the property has been zoned C-2 (Community Commercial) since at least 1982; the zoning history of the parcel prior to 1982 is unavailable. The General Plan land use designation for this property is Commercial. The C-2 Zoning is consistent with the Commercial General Plan land use designation.

The property continued to be used as a Chevrolet automobile dealership until the dealer relocated to the Avondale Automall in 2002. Since the original dealership's closing, the parking lot and showroom building have been utilized for the sale of used vehicles through consignment (e.g. U-Park-We-Sell). Additionally, an auto body shop is operating in the auto dealership's former service area.

Unaware that a Conditional Use Permit or City of Avondale Business License was required to operate the business on the subject property, the applicant relocated his U-Haul truck and trailer rental business from its original location at the intersection of Dysart Road and Western Avenue to the western portion of the subject site in the spring of 2008. The relatively small out building previously utilized by the auto dealership for its used car sales office currently serves as the rental office for the U-Haul business. The rental vehicles are stored on display on the lot surrounding the rental office.

In May 2008, the City contacted the business owner to explain that approval of a Conditional Use Permit and business license were required to continue operating on the property. A pre-application meeting was held in August 2008 at which time the CUP process was explained to the applicant; the required CUP application was filed by the applicant in November 2008. While this application has proceeded through the review and public hearing process, the Zoning Administrator has allowed the

applicant's truck rental business to remain in operation pending the outcome of the Conditional Use Permit. In the event this request is denied by the City Council, the truck and trailer rental activity on the subject property will be required to cease immediately or be subject to Code Enforcement action.

The property, which is not a part of a subdivision of record, is bordered to the north by Van Buren Street and to the west by 4th Street. The uses and current zoning of the surrounding properties are as follows:

***NORTH**:* A small-scale strip commercial center which contains offices, retail, service, and restaurant uses. The property to the north is located in the City of Goodyear and is zoned C-2 (General Commercial).

***SOUTH**:* A vacant 4.5 acre property with C-2 (Community Commercial) Zoning. The property is owned by Mr. Abraham Gallo, who also owns the subject parcel on which the U-Haul rental, used vehicle consignment, and auto body shop businesses are currently operating.

***EAST**:* An 8.7 acre shopping center comprised of a main shops building and several restaurant pads. Tenants of this center include Food City, Kentucky Fried Chicken, Whataburger, and Filiberto's. The property is zoned C-2 (Community Commercial).

WEST: Mountain View Apartments, a 4.8 acre multi-family residential complex. The property is zoned MH (Mobile Home Park); the current zoning is not consistent with the property's current use or General Plan designation (Multi Family Residential).

SUMMARY OF REQUEST:

1. The applicant is requesting Conditional Use Permit approval to operate a U-Haul truck and trailer rental facility in the C-2 (Community Commercial) zoning district (Exhibit D). Truck and trailer rental facilities are permitted in the C-2 district subject to a Conditional Use Permit.
2. The applicant has been operating his business on this property without the required Conditional Use Permit since 2008. When it was discovered that the use of the property was not in compliance with Zoning Ordinance requirements, the applicant filed an application for Conditional Use Permit approval to bring the use into conformance. The City has allowed the truck rental facility to remain operational at this location while the application was being processed. Should the request be denied, the business will be required to vacate the property. Photographs of existing site conditions are included as Exhibit F of this report.
3. The facility utilizes a portion of the former Gambino/Gateway Chevrolet auto dealership located at the southeast corner of Van Buren Street and 4th Street. The rental office is located in the former used car sales office located near the northwest corner of the overall parcel. Trucks and trailers are displayed on the former auto display lot west of the westernmost entrance from Van Buren Street into the site. Additional trucks and trailers are stored in the former service yard located internal to the site.
4. The maximum number of rental vehicles kept on site at any given time is limited to 45 (25 trailers; 20 trucks). Vehicle storage and display is limited to the areas labeled as such on the applicant's site plan (Exhibit E).
5. Trucks and trailers stored in the service yard are currently visible from 4th Street and the adjacent Mountain View Apartments through an existing chain link fence with razor wire. To comply with current Zoning Ordinance screening requirements, the applicant and property owner have agreed to remove the existing chain link fence and construct a block wall along the western property line. The new wall will limit the views into the site and enhance the aesthetics of the immediate area, particularly from 4th Street.
6. Minor service of the rental vehicles, including checking fluids, changing tires, and washing vehicles, will be performed on site as part of this use. All light service will be performed in service bays located within the former dealership service area that the applicant has leased.

No heavy service (e.g. engine repair, transmission repair, body work) will be permitted in conjunction with this use.

7. The business operates between the hours of 8:00 AM and 5:30 PM; hours vary depending on the day of week. Additionally, customers are permitted to drop off vehicles in designated locations outside of normal business hours.
8. All access into the site is from a single existing driveway off of Van Buren Street. No access to the parcel is provided from 4th Street.
9. The applicant estimates approximately 20-30 cars visit the site on a daily basis. Additionally, up to 3 employees may be on the site at any time. Parking for customers and employees is provided on the site adjacent to the office and will not interfere with on-site circulation.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 p.m. on August 27, 2009 at City Hall in the Sonoran conference room. The neighborhood meeting was advertised in the West Valley View on August 11, 2009. The property was posted on August 11, 2009. Notification letters were mailed to 50 property owners within 500 feet of the subject site on August 11, 2009. According to the applicant, no citizens attended the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on September 22, 2009. The sign on the property was updated to reflect the date and time of the Planning Commission meeting on September 20, 2009. Notification letters were mailed to 50 property owners within 500 feet of the subject site on September 21, 2009. No citizens spoke on this item at the Planning Commission Meeting.

This report has been completed in advance of posting deadlines. A notice of the City Council hearing will be published in the West Valley View by October 27, 2009. The sign on the property will be updated to reflect the date and time of the City Council meeting by October 28, 2009. Notification letters will be mailed to 50 property owners within 500 feet of the subject site by October 28, 2009. All notification requirements are the applicant's responsibility; in the event that one or more of the above listed, required notifications are not completed by specified deadlines, this item will need to be rescheduled for a future City Council hearing.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 8, 2009, and voted 5-0 to recommend approval of this request subject to the following stipulations (Exhibit G):

1. Use of the site shall conform to the narrative, date stamped July 14, 2009, and the site plan, date stamped January 29, 2009, except as modified by these stipulations.
2. A solid block wall shall be constructed to screen the western side of the truck rental facility. The design of the wall shall adhere to all applicable requirements contained within Section 12 of the Avondale Zoning Ordinance, “Landscaping and Walls”.
3. The applicant or a representative must submit a site plan application which will set the design and location of the required screen wall. The site plan application must be submitted within 3 months of CUP approval.
4. Pavement shall be signed and striped to prevent after hours drop offs from blocking drive aisles. Signing and striping shall be in place within 3 months of site plan approval.

ANALYSIS:

The Zoning Ordinance contains five required findings to be met in order to approve a Conditional Use Permit (108.C.2 A.Z.O.). These findings, with staff analysis, are as follows:

1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character

for the surrounding area.

§ The subject property is designated as Commercial on the General Plan Land Use Map. The existing C-2 zoning is consistent with this Commercial designation. Additionally, the proposed use is allowed in the C-2 district subject to a conditional use permit.

§ The general character of this use is consistent with the character of the Van Buren Street corridor in this area. Van Buren Street, between Dysart Road and Central Avenue, is developed with primarily commercial uses. These existing uses include a Budget truck rental facility which is operating at a location approximately 600 feet west of the subject property.

§ The site has been used in some capacity for auto sales for nearly 40 years. Both vehicle sales and vehicle rental uses entail the display of vehicles in close proximity to public streets, as well as performance of minor service on vehicles within designated service areas. As such, the vehicle rental facility varies only minimally from the historical use of the property.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

§ The general character of the applicant's truck rental facility, taking into account factors such as hours of operation, size, and number of vehicles available for rent, can be considered among the lower intensity commercial uses.

§ Noise generated by the truck rental facility will be limited to the starting of vehicles and noise levels should be expected to be roughly equivalent to that of any parking lot serving a retail facility.

§ Relative to other commercial uses permitted in the C-2 district, the truck rental facility generates a low amount of vehicle trips to and from the site.

§ There are no odor or light pollution issues associated with the applicant's business.

§ Unattractive views into the service/storage portion of the site will be rectified with the construction of a block wall adjacent to 4th Street. The existing chain link fence with razor wire will be removed. The design and final location of the block wall will be evaluated during the site plan review process. To ensure this wall is completed and all City requirements are met, a stipulation has been added requiring that the wall be built in accordance with the requirements of Zoning Ordinance Section 12, Landscaping and Walls.

§ The business has been operating on the site for approximately 18 months. No citizen complaints pertaining to this use have been filed in that time period, and no surrounding residents or business owners attended the advertised neighborhood meeting.

§ The truck rental use is not detrimental to surrounding properties, neighborhoods, or the public welfare.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.

§ The truck rental facility is/will be operating on an existing site originally designed for vehicle display. On-site circulation throughout the site meets all City requirements. A recommended condition of approval is that the pavement be signed and striped to discourage after hours drop offs in drive-aisles.

§ Currently, the west side of the facility's service area is only partially screened by a chain link fence with razor wire. The existing fence is not in compliance with City requirements. The applicant has agreed to remove the fencing and replace it with a solid block wall.

§ The site does not meet current requirements for landscape area and setbacks; however, these standards are intended to regulate the development of new sites and should not prohibit a new business from moving into (but not expanding) an existing site.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

§ The truck rental facility can be considered a low traffic-generating use. Peak visits to the business occur on weekend mornings, which is a period of low traffic demand. The use is adequately served by the existing access driveway to Van Buren Street.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated. Three stipulations are included in the recommendation, as follows:

§ Stipulation 1 is a standard stipulation tying the approval of the Conditional Use Permit to the information that was submitted by the applicant.

§ Stipulation 2 requires that a wall be built to screen the west side of the truck rental facility, and that the wall be built in accordance with the City's wall design requirements.

§ Stipulations 3 and 4 are designed to ensure that, since the business is already operating, all required conditions are met within a reasonable time frame.

PROPOSED MOTION:

The City Council should **APPROVE** Application CU-08-7, subject to the following four stipulations:

1. Use of the site shall conform to the narrative, date stamped July 14, 2009, and the site plan, date stamped January 29, 2009, except as modified by these stipulations.
2. A solid block wall shall be constructed to screen the western side of the truck rental facility. The design of the wall shall adhere to all applicable requirements contained within Section 12 of the Avondale Zoning Ordinance, “Landscaping and Walls”.
3. The applicant or a representative must submit a site plan application which will set the design and location of the required screen wall. The site plan application must be submitted within 3 months of CUP approval.
4. Pavement shall be signed and striped to prevent after hours drop offs from blocking drive aisles. Signing and striping shall be in place within 3 months of site plan approval.

ATTACHMENTS:

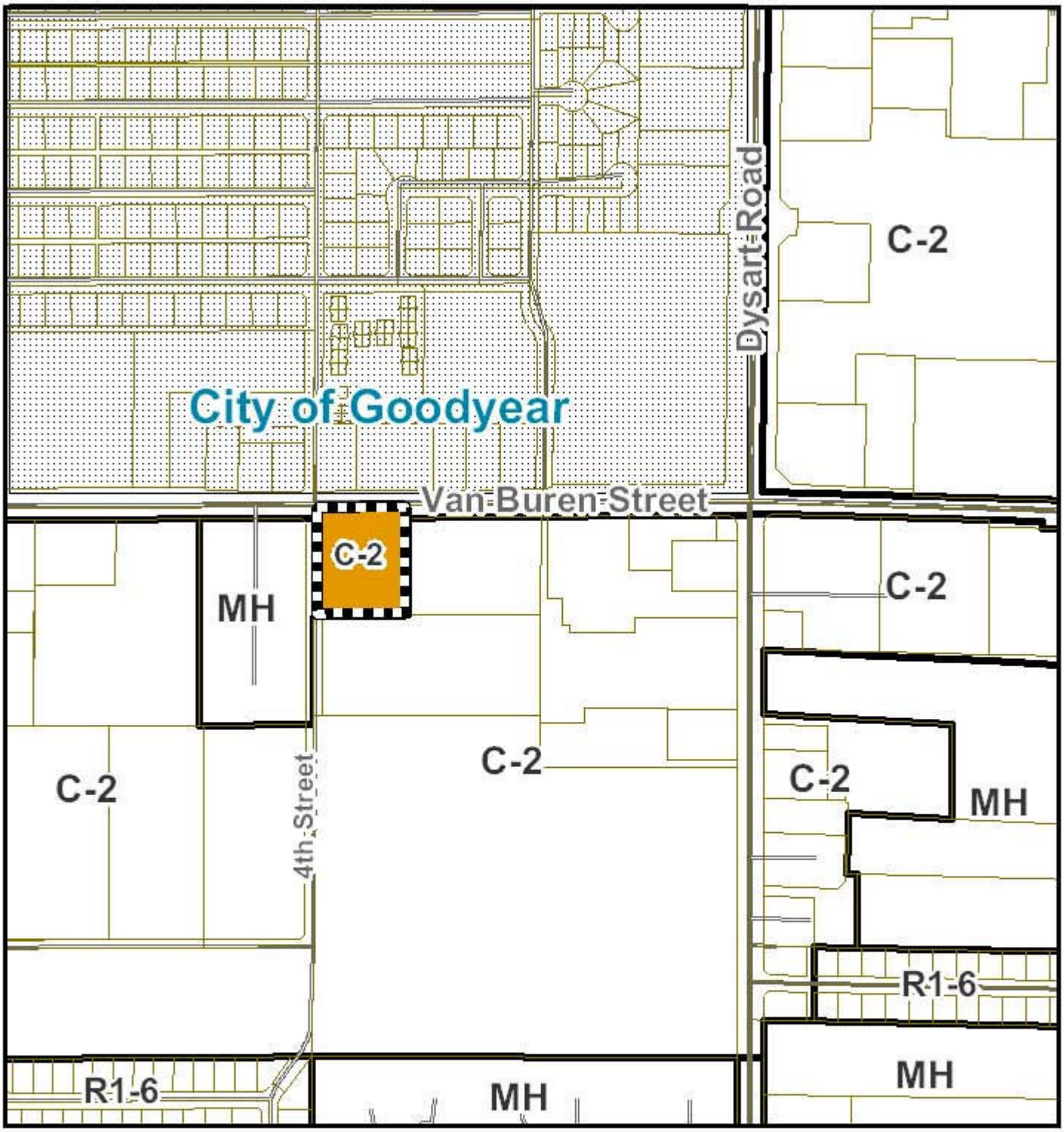
Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photograph
- Exhibit C - Summary of Related Facts
- Exhibit D - Applicant Narrative, date stamped July 14, 2009
- Exhibit E - Applicant’s Site Plan, date stamped January 29, 2009
- Exhibit F - Photographs of existing site conditions from March 2009.
- Exhibit G - Excerpt of Draft Planning Commission Meeting Minutes from October 8, 2009

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

Aerial Photograph

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-08-7

THE PROPERTY	
PARCEL SIZE	4.38 acres (U-Haul occupies +/- 1.13 acres of the parcel)
LOCATION	Southeast corner of Van Buren Street and 4th Street
EXISTING LAND USE	Various automotive uses, including: U-Haul truck Rental; Auto Body Shop; Used Car Sales
EXISTING ZONING	C-2 (Community Commercial)
ZONING HISTORY	The property was annexed in 1960. Records indicate that the property has been zoned C-2 since at least 1982.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	City of Goodyear C-2 (General Commercial) – Retail/Restaurant
EAST	C-2 (Community Commercial) – Avondale Shopping Center (Food City)
SOUTH	C-2 (Community Commercial) – Undeveloped
WEST	M-H (Mobile Home Park) – Mountain View Apartments (Non-Conforming Use)
GENERAL PLAN	
The subject property is designated as Commercial on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor Elementary School (K-8)
HIGH SCHOOL	Agua Fria High School

STREETS	
Van Buren Street	
Classification	Arterial
Existing half street ROW	40 feet (Fixed amount due to proximity of existing development to street)
Standard half street ROW	65 feet
Existing half street improvements	Two thru-lanes, center turn lane, curb and gutter, attached sidewalk, and street lights
Standard half street improvements	Three thru-lanes, bike lane, median, curb and gutter, detached sidewalk, street lights, landscaping
4th Street	
Classification	Local
Existing half street ROW	25 Feet
Standard half street ROW	25 Feet
Existing half street improvements	One thru-lane, curb and gutter, attached sidewalk.
Standard half street improvements	One thru-lane, curb and gutter, detached sidewalk, street lights, and landscaping.

UTILITIES
Water is served to the site by a 12” water line in Van Buren Street. The project utilizes 8” sewer lines in Van Buren Street.

EXHIBIT D

CITY OF AVONDALE
JUL 14 2009
DEVELOPMENT SERVICES

3 Sons Service Center

U-Haul Authorized dealer

503 E Van Buren St .

Avondale Az 85323

Case # CU-08-7

Project Narrative

For a conditional use permit

6/25/2009(revised)

PROJECT NARRATIVE

CITY OF AVONDALE
JUL 14 2006
DEVELOPMENT SERVICES

1. Introduction

We are requesting a conditional use permit to allow 3 Sons Service Center to rent U-Haul vehicles. The permit will allow us to serve over 400 families per month. There has been a u-Haul dealer in Avondale for 20 years. At 3 Sons Service Center we intend to provide quality customer service to all of Avondale's families and businesses. Minor maintenance will be performed at our location. This will include some tire changing on trailers and minor inspection. Some cleaning of the trucks and trailers will be performed. We have a wash bay with sewer drainage to perform this. We sell and install tow hitches and wiring on all types of vehicles. We sell moving and pacing supplies. We offer trailer repair and truck accessories. All of this work will be performed in our service bays in the south of the property. We feel that we are providing a well needed service in Avondale and Goodyear.

2. Compliance with zoning

The location is zoned C2. The use permit will allow us to stay within the zoning guidelines.

3. General compatibility of proposed use with adjacent property

To the North of the property is a retail plaza. We will not affect any of their incoming traffic.

4. Site Plan

The owner of the property is constructing a masonry wall as directed by the city. All of the property used for parking is paved. All of the access is through the North entrance on Van Buren.

5. Address ingress and egress property

All incoming and outgoing traffic will use exiting driveway located on Van Buren. Access to the rear of the property is through the gate on the Southwest corner of the property. There is a driveway on the East end of the property that can be used but this is controlled by the car dealership and body shop. There is also access through the South end of the property which loops around the building.

6. Internal vehicular circulation including emergency and delivery vehicle

All traffic will enter from Van Buren. There is plenty of room for all types and sizes of vehicles. Semi trucks, motor homes and fire trucks all have ample room to circulate the property. There are 2 gates on the North of the property that allow access to the rear of the property. At no time will there ever be any vehicles blocking any of these entrances or exits.

JUL 14 2009
DEVELOPMENT SERVICES

7. Pedestrian and alternative vehicle considerations

None

8. Volume and character of traffic

Retail base traffic is 20 to 30 cars per day on average incoming and outgoing

9. Off street parking or loading

No off street parking or loading will be at any time here.

10. Impact on public services, including utilities, schools and recreation

No impact on public services at all.

11. Screening and buffering of uses

The owner of the property is constructing a masonry wall surrounding the property, which will screen the rental equipment from street view.

12. Proposed outdoor activities or storage

No proposed outdoor activities. There is storage in the service area.

13. Hours of operation

M-F 8:30AM to 5:30PM, Sat 8AM to 4Pm and Sun 9AM to 1PM.

14. Exterior lighting with reference to adjacent properties

Exterior lighting already exists on property. There aren't any additions or changes that need to be made.

15. Noise, smoke, odor, dust, vibration or illumination created by proposed use

There will not be any abnormal or increased noise, smoke or dust to be created. The truck will just be started and moved. All of the lot is paved and fenced. All of the trucks are gas models which eliminates loud truck noise. This is not any difference than the normal automobile sounds.

16. Maximum number of rental trucks/vehicles to be stored on site

Trucks stored on the property will never exceed 20 and trailers on the property will never exceed 25.

17. Will service of vehicles be accommodated on site? If so, where?

Only minor services will be completed on the property such as, checking the fluids in the trucks, changing tires for trailers and checking tire pressure for both trucks and trailers. All services will be completed in bay areas.

18. Will washing of vehicles take place on site? If so, Where?

Washing of vehicles will be done on occasion, but we have a wash bay with serer drains to accommodate this in the rear service area.

19. Will vehicles be off-pavement at any time

There will not be any trucks of pavement at any time. The property is paved.

20. How many people are employed

There are currently 3 employees

21. Will there be any retail sales of packing materials, etc

Packing and moving materials will be sold. Example; boxes, tape etc

22. Are there after hours drop off procedures? If so, where will customers drop off

After hour drop procedures are posted on the front door of the building. Customers are instructed to park in spaces provided in the front of the building and told not to block any entrance or exit to the lot.

23. Will the storage of vehicles interfere with automobile circulation on the site

There will not be any vehicles blocking any driveways on the property. They are also instructed not to block any gates to the rear of the property for emergency access.

Conclusion: We plan to provide a much needed service to the community and will work with the city in all phases. Thank you.

Brad Shimek

Ventana Enterprises 3 Sons Service

C4-08-7 503 E VAN BUREN ST

Exhibit F

Views from 4th Street, looking east

Views from 4th Street, looking east

Views from 4th Street, looking northeast

Views from 4th Street, looking east

View on 4th Street, near Van Buren, looking north

View on Van Buren, looking north

View on Van Buren, looking southeast

View on Van Buren, looking east

View on Van Buren, looking west

View on site into service area

Exhibit G

Excerpt of the Draft Minutes of the regular Planning Commission meeting held October 8, 2009 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
David Iwanski, Chairman
Al Lageschulte, Commissioner
David Scanlon, Commissioner
Angela Cotera, Commissioner
Lisa Amos, Commissioner

COMMISSIONER ABSENT
Michael Demlong, Vice Chair
Tom Bradbeer, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager, Development Services Department
Ken Galica, Planner II, Development Services Department
Scott Wilken, Senior Planner, Development Services Department
Chris Schmaltz, City Attorney

APPLICATION NO. CU-08-7

APPLICANT: Mr. Brad Shimek
Ventana Enterprises
503 E. Van Buren Street
Avondale, Arizona 85323

PROPERTY OWNER: Mr. Abraham Gallo
Gallo Limited Partnership
P.O. Box 111846
Anchorage, Alaska 99511

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application CU-08-7, a request by Mr. Brad Shimek for a Conditional Use Permit (CUP) to operate a truck rental facility at the southeast corner of Van Buren Street and 4th Street. A Conditional Use Permit is required for truck, trailer, and equipment rental businesses in the C-2 (Community Commercial) Zoning District. Staff Contact: Ken Galica.

Ken Galica, Planner II, Development Services Department, stated item CU-08-7 is a Conditional Use Permit request to operate a truck and trailer rental facility in the C-2 (Community Commercial) Zoning District. Mr. Galica noted that without the City's knowledge and all required approvals, a U-Haul truck and trailer rental business began operating on the site in April of 2008. The City has allowed the business to continue as the CUP process was undertaken. Mr. Galica informed the Commissioners that denial of

the CUP application by the City Council would require the business owner to vacate the site.

The subject U-Haul business is located at the southeast corner of Van Buren Street and 4th Street. The properties surrounding the subject property are zoned C-2, with the exception of the Mountain View Apartments to the west zoned MH (Mobile Home Park). To the east is a shopping center, while the City of Goodyear is to the north. The U-Haul business is located on a portion of the property originally known as Gambino Chevrolet and later as Gateway Chevrolet. The automobile dealership then relocated to the Avondale Automall in 2002. Since the dealership's closing, the parking lot and showroom building have been utilized for the sale of used vehicles through consignment (U-Park-We-Sell), and an auto body shop is operating in a portion of the auto dealership's former service area.

The applicant is requesting a Conditional Use Permit to operate a U-Haul truck and trailer rental facility. The former used car sales office has been converted into a rental office for the business. Customer parking spaces are directly in front of the rental office. A portion of the former service building which contains a car wash and service bays is used by the U-Haul business for light service, such as changing tires, checking tire pressure, vehicle washing etc. No heavy service will be permitted in conjunction with the CUP. The trucks and trailers are displayed and stored in a portion of the lot adjacent to Van Buren Street and along the side of the service yard visible from 4th Street. At staff's bequest, the applicant has agreed to remove the existing chain link fence and construct a block wall to screen the service/storage area.

The Zoning Ordinance contains five required findings that must be met in order to approve a Conditional Use Permit. Staff has evaluated the request and has found that the use meets each of these required findings. The use is consistent with the character of the area and represents no major shift from the previous use of the property. The use is compatible with nearby properties as noise and odor from the site are insignificant and the site generates only small amounts of traffic. Peak visits to the business occur on weekend mornings, a period of low traffic demand, and will not tax the level of service on Van Buren Street. Construction of the new block wall will screen the west side of the truck rental facility from view. Staff feels that the site will function in a safe manner in accordance with all City requirements. Adequate parking is provided and access to Van Buren Street is acceptable. Staff has stipulated that the pavement on the site be marked for "No Parking" to ensure after-hour rental drop-offs that are allowed on the site will not impede other vehicles or public safety responders in the event they need to access the property. The most significant factor in support of this use is that the business has been operating on this site for over a year while the CUP process has been undertaken, and no official complaints have been received.

Commissioner Scanlon referenced Condition of Approval No. 4. "Pavement shall be signed and striped to prevent after hour drop-offs from blocking drive aisles. Signing and striping shall be in place within three months of site plan approval." He asked if the striping would be on the pavement. Mr. Galica replied that painted striping would be applied on the pavement with to prevent customers from blocking drive aisles when they return the vehicles. Commissioner Scanlon asked what the reason for the no parking stipulation is. Mr. Galica explained that as there will be no business supervision on the

site past business hours, the drive aisles must be maintained clear in the event that emergency vehicles need access to the site.

Chairperson Iwanski referenced Condition of Approval No. 2. "A solid block wall shall be constructed to screen the western side of the truck rental facility. The design of the wall shall adhere to all applicable requirements contained within Section 12 of the Avondale Zoning Ordinance, (Landscaping and Walls)." He asked what the schedule for the block wall construction is. Mr. Galica replied that if the CUP application is approved by the City Council, the applicant will apply for site plan approval, at which time Staff will see the actual location and design of the wall. Chairperson Iwanski asked what the height of the wall is. Mr. Galica replied the wall will most likely be approximately 6 to 8 feet in height.

Commissioner Scanlon asked if the intent of the block wall is to screen the view of the trucks and trailers altogether. Mr. Galica replied that the intent is to screen the truck storage and service area as best as reasonably possible. Because of the height of the trucks, the tops of the vehicles will still be visible, but the more unsightly portions of the facility will be adequately screened with the wall.

Commissioner Cotera asked if there were other plans to build on vacant land in the vicinity. Mr. Galica showed the Commissioners slides of surrounding parcels, stating that the vacant parcel directly south is under common ownership with the subject property. There are no current plans for developing any of the vacant parcels. Commissioner Cotera asked for confirmation that the owner of the property where the U-Haul business is does not object to such use, which Mr. Galica confirmed, stating the property owner is required to sign off on the CUP application.

Chris Schmaltz, City Attorney, asked relative to the use permit, was the surrounding zoning in conformance with the General Plan. Mr. Galica pointed out on the slides that the vacant parcels are zoned C-2 (Community Commercial). The only variation is the Mountain View Apartment complex, which is zoned MH (Mobile Home Park). The majority of the Van Buren frontage is designated as Commercial in the General Plan, so the answer to Mr. Schmaltz's question was yes.

Chairperson Iwanski opened the public hearing on item CU-08-7. There were no requests to speak. Chairperson Iwanski closed the public hearing.

Hearing no further questions or comments, Chairperson Iwanski entertained a motion.

Commissioner Lageschulte **MOVED** that the Planning Commission accept the findings and recommend approval of application CU-08-7, a request for Conditional Use Permit approval for a truck and trailer rental facility in the C-2 (Community Commercial) Zoning District, subject to the four stipulations recommended by Staff. Commissioner Cotera **SECONDED** the motion.

1. Use of the site shall conform to the narrative, date stamped July 14, 2009, and the site plan, date stamped January 29, 2009, except as modified by these stipulations.

2. A solid block wall shall be constructed to screen the western side of the truck rental facility. The design of the wall shall adhere to all applicable requirements contained within Section 12 of the Avondale Zoning Ordinance, "Landscaping and Walls."

3. The applicant or a representative must submit a site plan application which will set the design and location of the required screen wall. The site plan application must be submitted within 3 months of the CUP approval.

4. Pavement shall be signed and striped to prevent after hours drop-offs from blocking drive aisles. Signing and striping shall be in place within three months of site plan approval.

Chairperson Iwanski called for further discussion.

Commissioner Lageschulte stated he drove by this site recently and thinks the U-Haul use is perfect for the location. He found the property to be clean and the trucks to be lined up nicely.

With no further discussion, Chairperson Iwanski called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Absent
Commissioner Lageschulte	Aye
Commissioner Scanlon	Aye
Commissioner Cotera	Aye
Commissioner Bradbeer	Absent
Commissioner Amos	Aye

The motion passed unanimously.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing, Resolution 2873-1109 and Ordinance 1390-1109 - Sign Regulations

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: Sue McDermott, Development Services Director (623) 333-4211

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

REQUEST: Public Hearing, Resolution and Ordinance for Zoning Ordinance Text Amendment to Section 9 - Sign Ordinance

LOCATION: Citywide

APPLICANT: City Council

BACKGROUND:

This is a City Council initiated request to update Section 9 of the Zoning Ordinance, *Sign Ordinance*.Cities and businesses both benefit from a Sign Ordinance which is modern, easy to use, and provides for the latest concepts in design and technology. Avondale's current Sign Ordinance, adopted in 1990, is obsolete and no longer easy to use. Despite the best efforts of the City to keep the current Ordinance functional and modern through a series of text amendments, it became apparent that a comprehensive update to this section was required to reflect the goals of the City Council, Avondale's business community, and its residents. Staff identified four primary goals for this update to achieve:

Goal #1: Create a Sign Ordinance which is customer friendly and easy to follow.

Since its adoption in 1990, Avondale's Sign Ordinance has been subject to a series of text amendments which have modified or strengthened provisions regarding temporary signs, permanent wall identification signs, and variable message signs, etc. Because of the numerous modifications written by several different authors, the Ordinance appears to lack logical order and, as a result, application of its requirements can be a difficult task for both staff and the development community.

Staff's first goal is to comprehensively update the organizational structure of the section to make it user-friendly by both staff and the development community. In order to do so, the revised Ordinance includes several easy to use tables in which information can be readily found by interested parties. Additionally, existing subsections which were contradictory or repetitive have been eliminated or simplified.

Goal #2: Update the Sign Ordinance to incorporate new sign types and technologies

Significant changes in sign technology, methods of illumination, and design techniques have occurred since the Sign Ordinance was last updated, in 1990. The second major goal of staff's initiative is to modernize the Sign Ordinance to reflect those signs not envisioned during the original adoption of the Ordinance.

The proposed Ordinance includes new design standards which will apply to signs, both permanent

and temporary. These standards, which regulate aspects of signage such as materials and illumination methods, will ensure that signs contribute to the architectural integrity of development projects. Additionally, several brand new sign types, including Classic Signs, Pedestrian Kiosk Signs, and Way-finding Signs, have been incorporated into the review draft.

Goal #3:Eliminate any conflicting provisions within the Sign Ordinance or between the Sign Ordinance and state statute.

As currently written, the Sign Ordinance contains several provisions which are in conflict with other requirements located elsewhere in the Zoning Ordinance. This type of conflicting information can lead to inconsistency in the application of specific code requirements, and potentially result in a situation with two similar development projects being held to different standards. Fixing those errors and inconsistencies is imperative to ensuring a consistent level of high quality development and equitable treatment to all in the development community.

Furthermore, the current Ordinance is in direct conflict with Arizona State Statute 9-499.13. Avondale's current Sign Ordinance contains provisions which prohibit all instances of sign walkers; the state statute referenced above removes the authority of cities to prohibit sign walkers and, as a result, the provisions in our current Ordinance are no longer valid and must be updated. The statute does allow cities to reasonably regulate the time, place, and manner in which sign walkers can advertise along streets; the proposed revisions to the Sign Ordinance include conditions intended to ensure that sign walkers do not negatively impact the safety of drivers and pedestrians in Avondale.

Goal #4: Use the purpose and intended character of each commercial and employment Zoning District as the basis for determining the types, quantities, and dimensions of signs serving developments in those districts.

Avondale's existing Sign Ordinance applies a one size fits all approach to determining the types of signs, dimensions of signs, and quantity of signs allowed for commercial and employment developments. Under today's standards, a neighborhood shopping center located in the C-1 Zoning District is permitted the same amount, size, and type of signage allowed for a regional shopping center in the C-3 Zoning District.

The proposed revisions to Section 9 break from this standardized approach and instead base the amount, size, and type of signage permitted on the purpose and desired character of the zoning district in which a development is located. Under this new approach, for example, the neighborhood shopping center in the C-1 District will be allowed an 8 foot tall multi-tenant monument sign whereas the regional shopping center in the C-3 District will be allowed a 14 foot tall multi-tenant monument sign. Many development standards, including building height and setbacks from residential, have always been determined by using this approach. Application of this same methodology to the Sign Ordinance will require development to be more in tune with the scale of surrounding development.

SUMMARY OF REQUEST:

1. The proposed Sign Ordinance (Exhibit A - Clean Version; Exhibit B - Legislative Version) includes fifteen subsections, listed below. Subsections shown in bold are new subsections.

901 Purpose
902 Requirement of Conformity
903 Interpretation of Avondale Sign Regulations
904 Comprehensive Sign Plans
905 General Requirements
906 Calculation of Sign Area
907 Permanent Sign Design, Illumination, and Construction
908 Temporary Sign Design, Illumination, and Construction
909 Nonconforming Signs

910 Classic Signs
911 Prohibited Signs
912 Signs Authorized Without Permits
913 Signs Authorized With Permits
914 Sign Permitting
915 Sign Definitions

2. Subsection 901, ***Purpose***, has been updated to reflect the current goals of the City. Language has been added to this section which emphasizes the importance the City places on safety and aesthetics, while acknowledging the needs of businesses to promote visibility of their enterprises.

3. Subsection 902, ***Requirement of Conformity***, simply states that it is a violation to place a sign in conflict with the provisions of this Ordinance. No substantive changes to this subsection are proposed.

4. Subsection 903, ***Interpretation of Avondale Sign Regulations***, allows the provisions contained within the Sign Ordinance to take precedence in any instance where other City regulations conflict. This section also allows all but the invalidated portions of the Ordinance to remain in effect if any segment of the Ordinance is invalidated by a court or legislative body. No substantive changes to this subsection are proposed.

5. Subsection 904, ***Comprehensive Sign Plans***, requires all applicants' proposing development or re-development to submit a comprehensive sign plan as part of their design review application. This new subsection sets forth a list of specific items, including sign elevations, locations, etc., that will be reviewed by staff to ensure that signs are an integrated component of any development project. The method used to determine the maximum height for freeway pylon signs is also established in this section.

6. The primary purpose of Subsection 905, ***General Requirements***, is to establish standards for safe sign location. For example, this subsection prohibits any sign from interfering with fire lanes, fire escapes, or handicap accessible routes, regulates signs which project over public sidewalks, and prohibits the attachment of signs to public infrastructure, such as street light poles and traffic signals.

This subsection also creates a set of standards regulating sign walkers, defined as a person who wears, holds, or balances a sign for the purpose of promoting a business. Avondale had previously prohibited sign walkers altogether, but, as previously mentioned, state statute now prohibits cities from banning sign walkers but does allow reasonable restrictions for safety reasons. This subsection limits the time in which sign walkers can be used to daylight hours only, prohibits any twirling or other animation of the signs which can distract drivers, establishes strict location requirements to prevent conflicts with pedestrians and vehicles, and requires permits which can be revoked if sign walkers are found violating the terms of the Ordinance.

7. Subsection 906, ***Calculation of Sign Area***, outlines the process by which signs are measured. Except for adding language which specifies how the area of a three dimensional sign is calculated, no substantive changes were made to the method in which sign area is calculated from the current Sign Ordinance.

8. Subsection 907, ***Permanent Sign Design, Illumination, and Construction***, codifies the City's expectations for excellence in project design, specifically in regards to signs. Most prominently, this subsection requires adherence to the signage portion of the Design Manual for Commercial, Industrial, and Multi-Family Development. This subsection also standardizes policy prohibiting the use of reflective or fluorescent signs, limits the use of two-dimensional box cabinet signs to six square feet or less, prohibits exposed raceway mounted signs (in most instances), creates maximum illumination levels for electronic signs (where allowed), and sets landscaping requirements for areas

surrounding freestanding signs.

9. Subsection 908, ***Temporary Sign Design, Illumination, and Construction***, sets forth requirements designed to ensure that temporary signs weather well and do not become detrimental to the City's aesthetics. No substantive changes to the requirements in this subsection are proposed.

10. Subsection 909, ***Nonconforming signs***, establishes the procedures for repairing and removing existing signs which would not be permitted under the terms of the proposed Ordinance. Maintenance and upkeep of any such nonconforming sign is permitted. Substantive changes to this section include increasing the time period in which the owner of a non-conforming sign has to fix a damaged or vandalized sign from 60 to 120 days, and adding a provision which requires non-conforming signs to be removed by the owner if the business ceases operation.

11. Section 910, ***Classic Signs***, establishes a procedure for protecting signs in Avondale's revitalization area which are determined to be of extraordinary significance to the City's history. This section will also allow replicas of signs which had been important to the City's history but were since removed to be re-installed. Classic signs would be exempt from many of the modern code requirements, such as height, area, setback, lighting, and placement requirements. This subsection has been added since this item previously appeared before the Planning Commission in April.

12. Subsection 911, ***Prohibited Signs***, lists all sign types which are not allowed within the City of Avondale. This section prohibits off-premise signs (billboards) and various other types of signs which are viewed as undesirable. No substantive changes have been made to this subsection.

13. Subsection 912, ***Signs Authorized Without Pe*mits**, lists all sign types which do not require a City of Avondale permit but are still subject to all of the location and safety requirements found in the Ordinance. Signs authorized without permits include, but are not limited to, holiday banners, directional signs, political signs, and garage sale signs, etc. Substantive changes to this section include the establishment of criteria for address signs and creation of a maximum height limit for directional or informational signs.

14. Subsection 913, ***Signs Authorized With Permits***, sets standards for all sign types which require Avondale sign permits. Signs authorized with permits include a wide array of temporary signs (grand opening banners, etc.) and permanent signs (building mounted signs, multi-tenant monument signs, freeway pylon signs, etc.). This section has undergone significant changes, amongst those to include shifting allowed sign heights and areas from a one-size-fits-all standard to a sliding standard based upon the zoning district in which a sign is located. For example, under the current Ordinance, multi-tenant monument signs are permitted in all non-residential zoning districts. The existing code allows these signs to be 12 feet in height and 80 square feet in area, regardless of the character and scale of the development they serve. The proposed Ordinance regulates the allowed heights, areas, and quantities of signs on the intended character for development within a particular Zoning District. Using the same example, the allowed height of a multi-tenant monument sign will now vary depending on the Zoning District in which it is to be located; 8 feet in the C-1 (Neighborhood Commercial), CP (Commerce Park), A-1 (General Industrial), and Cashion Zoning Districts, 12 feet in the C-2 (Community Commercial) Zoning District, and 14 feet in the C-3 (Freeway Commercial) Zoning District. Multi-tenant monument signs are used solely as an example; similar changes to allowed heights, quantities, and square footages of signs are proposed to wall mounted signs, low profile wall identification signs, and single-tenant monument signs, based entirely on the intended character and scale of development in the Zoning District in which the sign is to be located.

Additionally, this section creates standards for several new sign types, including low profile wall identification signs (typically found at corners of commercial sites), blade signs (signs which hang from canopies designed for pedestrians), way finding signs (replacement for A-Frame signs in pedestrian areas such as City Center and OTAB), Pedestrian Kiosk Signs (a sign containing a map

and directory of businesses in a district, for example, Old Town), and City Center Business District Signs (kiosk signs to advertise special district wide events). Two previously allowed sign types, the Neighborhood Kiosk Sign and temporary Construction Sign, were removed altogether, as it was determined that the separately allowed Community Kiosk Signs and temporary Contractor signs, sufficiently regulated those types of signs.

Lastly, this section establishes procedures for project applicants to receive a Freeway Pylon Sign Exception (FPSE). This process will allow certain development projects to exceed Zoning Ordinance maximums for height (up to 110 feet), sign area (up to 1,400 square feet), and width (up to 50 feet wide), subject to City Council approval. Allowances for electronic message displays by right were removed from the proposed Ordinance after staff received direction from both the City Council and Planning Commission at a Joint City Council and Planning Commission Electronic Message Sign Tour held July 7, 2009. As a result of this change, freeway pylon signs containing an electronic message display will remain prohibited, except when allowed through approval of an Economic Development Agreement or FPSE at the total and complete discretion of City Council. This approach to electronic message signs does not represent a significant shift from the current City policy.

15. Subsection 914, ***Sign Permitting***, establishes the processes for approval of signs within the City. Except for adding a provision to increase customer service levels by requiring the City to approve or deny permits in 30 days or less, no substantive changes were made to this subsection.

16. Subsection 915, ***Sign Definitions***, provides definitions for the various terms used throughout the Ordinance. The proposed revisions have modified several existing definitions and have also added a substantial number of new definitions to this section. Upon completion of the revisions to Zoning Ordinance Section 1, Administration and Procedures, the Sign Definitions will be moved to Section 1 in order for all definitions to be located in a singular place. Because of the size of the Sign Ordinance and the number of changes recommended, this staff report could only highlight the most substantial revisions. Please review the legislative version of the draft Ordinance (Exhibit B) for a complete record of all proposed revisions.

PARTICIPATION:

Staff invited interested parties to a neighborhood meeting held on February 25, 2009 to discuss proposed amendments to Section 9. A notice was published in the February 10, 2009 edition of the West Valley View, and all persons on the Zoning Ordinance Public Distribution List (Exhibit D) were notified by email of the date, time, location and purpose of the Neighborhood Meeting on February 18, 2009. Drafts of the proposed Ordinance were distributed via email on February 25, 2009 and in person at the Neighborhood Meeting. James Carpentier, representing the Arizona Sign Association, attended the meeting. Discussion between staff and Mr. Carpentier centered primarily upon freeway pylon signs and electronic message signs. Mr. Carpentier voiced his support for making the Sign Ordinance more business friendly.

A work session was held with the City Council March 2, 2009 (Exhibit C). At that meeting, staff asked for and received direction on how to proceed on several issues, most notably freeway pylon signs with electronic message components. Council indicated that staff's original proposal, which included strict controls on the height, area, and quantity of freeway pylon signs, was conservative, and directed staff to allow increased height, area, and lessen restrictions on the minimum parcel size necessary to be eligible for electronic message freeway pylon signs. Staff was also directed to develop standards pertaining to minimum resolution (picture quality) of electronic message signs.

This item was presented to the Planning Commission for recommendation on April 16, 2009. The meeting was advertised in the March 31, 2009 edition of the West Valley View, and all persons on the Zoning Ordinance Public Distribution List were notified by email of the date, time, location and purpose of the Neighborhood Meeting.

At this meeting, the Planning Commissioners was nearly unanimous in their opposition to the

Electronic Message Display portions of the proposed Ordinance (Exhibit F). Also discussed were sign walkers, proposed changes to the maximum height of freestanding signs, and sign content. Mr. James Carpentier, Arizona Sign Association (ASA), addressed the Commission and stated the ASA was largely in support of the proposed revisions, except that he was not in favor of the reduction in height of multi-tenant monument signs located in the C-1 (Neighborhood Commercial) district from 12 feet to 8 feet as this would limit visibility for businesses from the adjacent roadways.

The Planning Commission unanimously voted to continue the item to a future agenda after further research was compiled regarding Electronic Message Signs. Also at the April meeting, staff was asked whether Flagstaff and Tucson, two cities at the forefront of the dark sky movement, allowed for Electronic Message Displays. After researching the Ordinances of these two cities, staff found that Flagstaff prohibits all Electronic Signs except for time/temperature signs. The City of Tucson effectively prohibits Electronic Message Displays by limiting display change intervals to no more than once per hour. While technically these signs may not be prohibited by Tucson, it becomes cost prohibitive to erect an Electronic Message Display when it is only slightly more flexible than a standard fixed copy sign.

A Joint City Council and Planning Commission Electronic Message Sign Tour was held on the evening of July 7, 2009 (Exhibit G). The purpose of the tour was to allow staff, Commissioners, and Council Members the opportunity to evaluate, in person, several existing Electronic Message Signs located in the east valley. A discussion regarding the impacts of Electronic Message Signs was held during the return trip to City Hall; several Commissioners and Council Members expressed concern that allowance of such signs in the Zoning Ordinance may damage the image of Avondale and also be harmful to valley-wide efforts to protect dark skies for astronomy purposes. The tour concluded with staff receiving direction to remove Electronic Message Signs from the freeway pylon section; the ability to pursue Electronic Message signs through means of an Economic Development Agreement would still be available in extraordinary instances.

The item was presented again to the Planning Commission for recommendation on October 8, 2009 (Exhibit H). The meeting was advertised in the September 22, 2009 edition of the West Valley View, and all persons on the Zoning Ordinance Public Distribution List were notified by email of the date, time, location and purpose of the Neighborhood Meeting. Copies of the proposed Ordinance along with staff's report to the Planning Commission were also distributed by e-mail to those on the notification list. At the meeting, the Arizona Sign Association's representative, Mr. James Carpentier, urged the Commission to recommend removal of provisions contained within the Ordinance prohibiting “advertising copy” on a majority of permanent sign types. Mr. Carpentier also restated his earlier concerns regarding the proposed height decrease for multi-tenant monument signs, particularly in regards to the C-1 (Neighborhood Commercial) Zoning District. Lastly, Mr. Carpentier recommended that the language pertaining to brightness levels of electronic signs be reintroduced; that language had been removed by staff after the bus tour where it was decided to remove the larger, freeway oriented electronic message signs from the Ordinance altogether. After discussion concluded, the Commission unanimously forwarded the revised Sign Ordinance to the City Council with a recommendation of approval, asking that the previously included language specifying brightness parameters for electronic signs be reintroduced and further study into regulation of advertising copy be completed prior to the Council meeting. After concluding our research into this topic, it was determined that the most prudent course of action was to remove provisions which prohibit advertising copy.

Continuously over the previous 12 months, staff has remained in contact with Mr. Carpentier of the Arizona Sign Association regarding the proposed Sign Ordinance revisions. For several months, staff had also been in contact with Mr. Jim Torgeson, sign walker advocate, on the provisions added to regulate sign walkers. E-mails and other correspondence detailing their requested changes to the draft Ordinance are attached to this report as Exhibit E (Please note that this exhibit contains preliminary drafts of the revised Sign Ordinance which were marked up for comment by the ASA. Please be aware that these early drafts do not accurately reflect the Ordinance as currently

proposed. Current drafts can be found as Exhibit A and Exhibit B). After carefully evaluating all comments, staff incorporated all of Mr. Torgesons's suggestions and a majority of Mr. Carpentier's suggestions into the final draft of the revised Ordinance. Outstanding disagreement centers primarily on the reduction in maximum height for freestanding multi-tenant monument signs in the C-1 zoning district.

A notice of this City Council hearing was published in the West Valley View on November 3, 2009. Copies of the final draft Ordinance and staff report will be e-mailed to those persons on the distribution list prior to the hearing date. No comments have been received as of November 3, 2009.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 8, 2009, and voted 5-0 to recommend approval of this request with the following recommendations (Exhibit G):

1. Reinstate the illumination standards (for electronic signs) to the Ordinance
2. Have the advertising copy language reviewed and explained.

Vice Chairperson Demlong and Commissioner Bradbeer were absent from the meeting.

ANALYSIS:

Before undertaking the task of revising the Sign Ordinance, staff identified the following major goals:

§ Goal #1: Create a Sign Ordinance which is customer friendly and easy to follow.

§ Goal #2: Update the Sign Ordinance to incorporate new sign types and technologies.

§ Goal #3: Eliminate any conflicting provisions within the Sign Ordinance or between the Sign Ordinance and state statute.

§ Goal #4: Use the purpose and intended character of each commercial and employment Zoning District as the basis for determining the types, quantities, and dimensions of signs serving developments in those districts.

The proposed amendment of Section 9 is well-defined, concise, and based on sound planning principles, and will benefit applicants, the Council, the Commission, and staff. All proposed revisions are in the best interest of the City of Avondale. With input by the public, staff feels confident that the proposed Ordinance achieves the four goals, as set forth above.

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 an increased standard of design.

RECOMMENDATION:

The City Council should **APPROVE** Application TA-08-11.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the resolution and Ordinance approving Application TA-08-11, a City Council initiated request to amend Zoning Ordinance Section 9, Sign Ordinance.

ATTACHMENTS:

Click to download

- Exhibit A - Proposed Zoning Ordinance Amendment, Clean Version, dated November 3, 2009
- Exhibit B - Proposed Zoning Ordinance Amendment, Legislative Version, dated November 3, 2009
- Exhibit C - City Council Work Session Minutes, March 2, 2009
- Exhibit D - Zoning Ordinance Amendment Public Distribution List
- Exhibit E - Public Comment and Correspondence
- Exhibit F - Planning Commission Meeting Minutes, April 16, 2009
- Exhibit G - Joint Planning Commission/City Council Electronic Message Sign Tour Minutes, July 7, 2009
- Exhibit H - Draft Planning Commission Meeting Minutes from October 8, 2009
- Resolution 2873-1109
- Ordinance 1390-1109

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

SECTION 9 SIGNS

901 PURPOSE

The purpose of this Section 9 is to regulate signs, as defined herein, in order to:

A. Preserve and protect the public health, safety, and welfare within the City of Avondale.

B. Maintain a balance between the needs of the business community to promote visibility of their enterprises and the desire of Avondale citizens for high quality development within the City.

C. Promote the effectiveness of signs by preventing visual clutter, improper placement, and excessive size.

D. Protect pedestrians and motorists within the City of Avondale from damage or injury caused, or partially attributable, to the distraction and obstructions which are caused by improperly located signs, and poorly constructed signs.

E. Promote proper maintenance of signage to ensure continued safety and visual appearance.

902 REQUIREMENT OF CONFORMITY

It shall be a violation of the Zoning Ordinance for a sign to be placed or maintained within the City of Avondale except as provided by this Section 9.

903 INTERPRETATION OF AVONDALE SIGN REGULATIONS

A. The provisions of this Section 9 shall apply to the erection, construction, alteration, use, location and maintenance of all signs within the City of Avondale.

B. Where there is a conflict between provisions of this Section 9 and provisions of other regulations of the City of Avondale, the provisions of this Section 9 shall take precedence.

904 COMPREHENSIVE SIGN PLANS

A. Purpose: To ensure design compatibility between all signage on a master planned site.

B. A comprehensive sign plan must be submitted by any applicant proposing to develop or redevelop a project within the City and shall be considered a required component of any preliminary site plan or preliminary plat application. The densities, height, and sign area for all signage shown within the comprehensive sign plan shall be in conformance with the requirements of this Section 9 unless otherwise specified as part of an approved Planned Area Development (PAD).

C. A comprehensive sign plan shall, at a minimum, include the following items:

1. Authorization from property owner.

2. A statement of design indicating how the proposal meets City requirements for continuity and design. The applicant shall identify common themes along with a limited set of colors, materials, illumination methods, and fonts which complement the proposed building architecture.

3. A site plan identifying the location of all freestanding signs associated with the project.

4. Final elevations/details, in color, showing the dimensions, materials, colors, design, method of illumination, and ground plane treatment for all proposed freestanding signs.

5. Building elevations denoting the areas designated for wall mounted signage.

6. Typical elevations/details, in color, showing the materials, colors, fonts, method of mounting, and method of illumination for a typical wall mounted sign. If multiple letter types are proposed, the sign plan shall include a detail for each possible type.

7. Written sign standards and requirements, addressing items including but not limited to, temporary signage, window signage and prohibited signage.

8. Any additional materials required by the Development Services Director or authorized designee.

D. Comprehensive sign plans proposing freeway pylon signs shall include the following additional support materials:

1. Computer photo simulations or other professionally rendered perspectives, to scale, in which the proposed freeway pylon sign is depicted on the site as if the freeway pylon sign was already in place. Simulations shall be provided from the following vantage points:

   a. View of the freeway pylon sign from the same side of the freeway as the proposed freeway pylon sign at a location one quarter of a mile (1/4 mile or 1320') away from the beginning of the freeway off-ramp closest to the proposed sign location.

   b. View of the freeway pylon sign from the same side of the freeway as the proposed freeway pylon sign at the beginning of the freeway off-ramp closest to the proposed sign location.

c. View of the freeway pylon sign from the opposite side of the freeway as the proposed freeway pylon sign at a location one quarter of a mile (1/4 mile or 1320') away from the beginning of the freeway off-ramp closest to the proposed sign location.

d. View of the freeway pylon sign from the opposite side of the freeway as the proposed freeway pylon sign at the beginning of the off-ramp closest to the proposed sign location.

e. View of the freeway pylon sign from the residential subdivision closest to the proposed freeway pylon sign location.

f. Any additional simulations or renderings from other perspectives or heights, as required by City staff on a case-by-case basis.

2. Photographs documenting empirical observation (e.g. field test with crane and balloon). The empirical observation shall document at minimum four (4) possible freeway pylon sign heights (the proposed height plus two (2) lower and one (1) higher than proposed).

a. Each documented option shall differ a minimum of ten (10) feet from the next option.

b. Written notice of the empirical test shall be made to the Development Services Department ten (10) working days in advance of the test date. The test date shall fall between Monday and Thursday.

c. The empirical test shall be observed or verified by the Development Services Director or authorized designee.

d. Heights shown in the empirical observation shall be confirmed by an independent source, who may be the Development Services Director or authorized designee.

e. The device used to confirm the proposed heights shall have sufficient size and substance so as to provide a comparable sense of scale for the proposed sign.

f. If balloons are used, methods to limit wind drift shall be utilized, such as tethering.

E. A comprehensive sign plan must be approved prior to or in conjunction with a preliminary site plan or preliminary plat for any given project. Amendments to an approved comprehensive sign plan which meet all requirements of this Section 9 shall be approved administratively.

905 GENERAL REQUIREMENTS

A. The following location requirements shall apply to all signs, excluding signs required for public/governmental purposes:

1. No sign or sign structure shall be erected or maintained in the public right-of-way, within an easement (other than an easement specifically for a sign), or be attached to any street light, street sign, traffic signal, utility pole, utility box, fire hydrant, bus shelter or other structure in the public right-of-way except where explicitly allowed by this Section 9.

2. When explicitly allowed by this Section 9, temporary signs within the right-of-way shall be placed at least one (1) foot behind the sidewalk. The sign shall be placed at least five (5) feet behind the back of curb if no sidewalk exists. If no sidewalk or curb exists, the sign shall be placed at least five (5) feet behind the edge of pavement.

3. No sign or sign structure shall be erected in such a manner that any portion of its surface or supports will interfere in any way with the free use of any street, sidewalk, fire escape, fire lane, exit, or accessible route, as defined in the most current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

4. No sign or sign structure shall obstruct any street, sidewalk, private driveway, drive aisle, parking space, pedestrian path, or trail.

5. No sign or sign structure shall project into or over any public sidewalk, street, alley, or other public place except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts. Within the CC and OTAB Districts, signs which project over public sidewalks a maximum of eight (8) feet may be approved if they meet aesthetic and safety requirements for their respective districts.

6. No sign or sign structure shall obstruct traffic by obscuring the vision of motorists. A minimum sight distance triangle of thirty-three (33) feet shall be maintained at all street and driveway intersections; larger sight distance triangles may be deemed necessary by the City Engineer.

7. No sign or sign structure shall extend above a building's parapet except within the City Center (CC) Zoning District. Within the CC District, no sign shall extend above the building's parapet more than ten (10) feet.

8. No permanent free-standing sign or permanent freestanding sign structure shall be located within five (5) feet of an interior property line.

9. No illuminated wall mounted sign shall be permitted on a building elevation abutting any residential District or use unless separated by a public street.

10. No temporary sign shall be placed on, attached to, or hung from any permanent sign.

11. No temporary sign or display shall be placed on the roof of any building.

12. No sign or sign structure may be placed on private property without expressed, written consent of the landowner.

B. No sign shall be animated by mechanical or atmospheric means, except where explicitly allowed by this Section 9. This shall not prevent the use of searchlights allowed in conjunction with special events and promotions, as regulated by Section 7 of this Ordinance.

C. Sign Walkers shall be permitted subject to the following restrictions:

1. A temporary sign permit shall be required for sign walkers:

a. Each permit shall be valid for up to one (1) year and may cover up to five (5) individual sign walkers. Additional temporary sign permits will be required for every additional five (5) sign walkers.

b. The completed temporary sign permit application shall identify the approximate location of all sign walkers.

c. Violation of the terms of this subsection 905(c) by any sign walker shall result in a revocation of all sign walker permits for the business being advertised by the person(s) in violation as well as the business employing the person(s) in violation, if different from the business being advertised. No new sign walker permits for said businesses shall be issued for one (1) year from the date of violation.

2. Sign walkers shall be permitted only during daylight hours.

3. It shall be prohibited for any sign walker to twirl, spin, throw, or otherwise animate a sign for the purpose of attracting the attention of the public. The normal movements of a sign which occur as a result of a person walking with, carrying or balancing a sign will not constitute a violation of this provision.

4. It shall be prohibited for any sign walker to locate within a public street or median. When located within the public right-of-way adjacent to a street, sign walkers must remain a minimum of five (5) feet in back of the street curb line. A width of contiguous sidewalk shall be maintained unobstructed in accordance with ADA requirements. If no curb is present, sign walkers shall locate no closer than five (5) feet to the edge of pavement.

5. No tent, ramada, patio umbrella, or other temporary structure or device may be set up within the public right-of-way, in a location which causes any portion of

the tent, ramada, patio umbrella, or other temporary structure to project into the public right-of-way, or within a site visibility triangle.

6. Sign walkers may locate on private property with permission of the private property owner. Sign walkers shall not locate in any drive aisle, entrance, exit, or other area designed and designated for vehicular circulation. If located on a private sidewalk, a width of contiguous pavement shall be maintained unobstructed in accordance with ADA requirements.

906 CALCULATION OF SIGN AREA

A. The area of a sign shall be calculated by using a combination of no more than two (2) parallelograms, ellipses, and/or triangles which enclose the extreme limits of the advertising message. Any frame, material, color, or condition which forms an integral part of the display and is used to differentiate such sign from the wall or background against which it is displayed shall also be calculated towards the area of the sign.

B. Where a sign message consists of separate and individual letters, modules, or symbols, each portion of said sign message shall not be considered as a separate sign.

C. The necessary supports or uprights on which any freestanding sign is placed shall be excluded from a sign area calculation.

D. Only one (1) face of a double-faced sign shall be considered in determining its sign area, except that both sides shall be counted in instances where the distance between faces exceeds six (6) feet.

E. Where permitted by this Section 9, multi-tenant monument signs may consist of more than one (1) sign panel provided all such sign panels are attached to one common integrated sign structure. The calculation of area of a multi-tenant sign shall include all tenant panels and project identification information, excluding the portion(s) of a sign dedicated to providing the street number and/or address of the development site; provided, however, that this exclusion for the street number or address shall not apply to street numbers used as part of the business name.

F. Where signs are of a three-dimensional, round, or other solid shape, the largest cross-section viewed as a flat projection shall be used for the purpose of determining the sign area. Signs visible from more than one direction or without clearly defined sign faces shall be considered as having two faces and each face calculated in the total allowable area.

907 PERMANENT SIGN DESIGN, ILLUMINATION, AND CONSTRUCTION

A. General

1. All permanent signs shall be designed to conform to the standards set forth in the applicable Design Manual for Commercial, Industrial, and Multi-Family

Residential Development. In addition, signage for projects within the Old Town Avondale Business (OTAB) Zoning District shall adhere to the Old Town Avondale Business District Design Guidelines and signage for projects within the City Center (CC) Zoning District shall adhere to Design Manual for the City Center.

2. The lighting source of a directly illuminated sign shall not be visible to any residential district adjacent to the lot or parcel on which said sign is located.

3. The use of reflective material is prohibited.

B. Freestanding Signs

1. All permanent freestanding signs shall be situated perpendicular to the street, excluding low profile wall identification signs which may be situated parallel to a street.

2. All permanent freestanding signs shall be monument style only and shall complement the site architecture.

3. Landscaping shall be provided at the base of all permanent freestanding signage at a rate of four (4) square feet of landscaping for each one (1) square foot of sign area. A minimum of seventy-five (75) percent of the required landscape area shall be covered with vegetative plant material.

C. Wall and Building Mounted Signs

1. Wall mounted box-cabinet signs greater than six (6) square feet in area shall be prohibited. Wall mounted custom cabinet signs over six (6) square feet are permitted in accordance with the custom cabinet sign specifications contained within the Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

2. Signs mounted to wall mounted exposed raceways are prohibited unless structural limitations make other mounting alternatives infeasible, as determined by the Development Services Director or authorized designee.

3. No sign shall be painted directly onto building facades or walls, except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts, where graphic logos painted directly on facades may be permitted if the Development Services Director or authorized designee can determine that the proposed painted sign will be of a professional, artistic caliber. No text shall be painted on a building wall for the purposes of advertising a business or product except as an integral part of an approved graphic logo.

4. No sign shall be painted on, mounted to, or affixed in any way to an awning and/or canopy, except within the City Center (CC) and Old Town Avondale

Business (OTAB) Zoning Districts. Interior illuminated awning signs are prohibited in all districts.

D. Variable Message Signs

1. Variable message signs using replaceable lettering shall have a secured, clear plastic cover, or equivalent.

2. Variable message signs shall have static displays. Video, animation, and special effects such as traveling, scrolling, fading, dissolving, and bursting shall not be permitted. Static message displays shall not change more than once every eight (8) seconds.

3. Variable message signs which incorporate electronic message displays shall not increase the brightness level by more then 0.3 foot candles over ambient brightness levels, to be measured as follows

   a. With the sign off or displaying black copy, a foot candle meter shall be used to record the ambient light reading for an area. Said measurement shall occur at least 30 minutes after sunset, from a distance which varies based upon the size of the sign, as follows:

Size of Sign	0-100 SF	101-350 SF	351-650 SF	651-1000 SF	1001+ SF
Distance for Measurement	100 feet	150 feet	200 feet	250 feet	350 feet

   b. With the sign on and displaying full white copy, a second measurement shall be taken from the exact location of the ambient level reading.

   c. A difference between the first and second reading of less than 0.30 foot candles is acceptable. Any sign in which the difference between the first and second reading is 0.30 or greater shall be in violation of this Ordinance. Signs in violation of this Ordinance shall be shut off until they are adjusted to meet the conditions herein.

4. Variable message signs which incorporate electronic message displays are required to have an automatic dimmer control to allow for automatic dimming of the intensity of the sign illumination and accommodate varying light conditions.

5. Any permitted variable message sign that malfunctions, fails, or ceases to operate in its usual or normal programmed manner shall be repaired or disconnected within forty-eight (48) hours by the owner or operator of such sign.

908 TEMPORARY SIGN DESIGN, ILLUMINATION, AND CONSTRUCTION

A. Where permitted, temporary signs shall be constructed of durable and weather-resistant materials and be anchored, weighted, or tied down to avoid being displaced in windy conditions. All balloons and inflatable structures shall be tethered.

B. Where permitted, temporary signs shall not be illuminated except when the illumination is approved in conjunction with a temporary use pursuant to Section 1 of this Ordinance. This provision shall not prevent the use of searchlights allowed in conjunction with special events and promotions as regulated by Section 7 of this Ordinance.

C. Attachments to any permitted temporary sign, including but not limited to balloons and ribbons, are prohibited.

909 NONCONFORMING SIGNS

A. Reasonable repair and maintenance of nonconforming signs shall be allowed. In the event a nonconforming sign is damaged or vandalized, the nonconforming sign must be restored to its previous condition within one-hundred and twenty (120) days or the nonconforming status of the sign shall be forfeited.

B. If any entity that utilizes a non-conforming sign ceases operation for a period of one-hundred and twenty (120) days, the nonconforming status of the sign shall be forfeited.

C. Not later than sixty (60) days after forfeiture of nonconforming status, such nonconforming signs shall be removed at the property owner's expense. Any forfeited nonconforming sign not removed within this sixty (60) day period shall be considered an abandoned sign for the purpose of enforcement.

910 CLASSIC SIGNS

A. Eligibility

1. Any person or the City may apply for designation of an existing or proposed sign as a classic sign. Classic signs are exempt from area, setback, height, lighting, movement, flashing, placement, type, content and construction materials requirements of this Section 9.

2. To qualify for designation as a classic sign, the sign must meet all four of the following criteria:

a. Be (1) at least twenty-five (25) years old, (2) be a replica of a sign that had been displayed for at least ten (10) years prior to 1970 and for which photographic or illustrative evidence of the sign to be reproduced exists or (3) be a replica of a sign which had previously served a historic

building and for which photographic or illustrative evidence of the sign to be reproduced exists.

b. Be located within the City's Revitalization Area, a map of which is on file in the Development Services Department, Planning Division.

c. Possess unique physical design characteristics, such as configuration, message, color, texture, etc.

d. Be of extraordinary significance to the City's history and identity, regardless of the use identified by the sign.

B. Application

1. An application for classic sign status must include plans for sign maintenance, renovation and/or possible reconstruction, acceptable to the Zoning Administrator.

2. Application for classic sign status must be made to the Development Services Department, whose representative shall place the item on a Planning Commission meeting agenda and presents his/her recommendations to the Planning Commission at an advertised public hearing. The hearing shall be advertised through a 1/8 page legal advertisement in the local newspaper; no mailing or posting shall be required.

3. The Planning Commission shall review the application and forward a recommendation of approval or denial to the City Council for its consideration. The City Council may approve, approve with modifications or stipulations, or deny the application in its sole discretion.

4. Classic signs approved through the process outlined above shall be considered conforming signs in perpetuity and shall not be subject to the non-conforming sign section of this Ordinance.

C. Maintenance

The owner of a classic sign must ensure that the sign is not structurally dangerous, a fire hazard, an electrical shock hazard, or any other kind of hazard. Classic signs may be rebuilt if damaged.

D. Designated Classic Signs

A list of designated classic signs shall be maintained by the Development Services Department, Planning Division. Said list shall be updated by the Zoning Administrator or his/her designee within 30 days of each classic sign designated by the City Council.

911 PROHIBITED SIGNS

A. The following signs are prohibited:

1. Abandoned Signs.

2. Outlining of a building by means of exposed incandescent lighting.

3. Vehicle signs.

4. Off-premise signs, except where explicitly allowed by this Ordinance.

5. Variable Message Signs, except where explicitly allowed by this Ordinance.

6. Pole Signs.

7. Illegal Signs, as defined by this Ordinance, excluding signs required for governmental purposes.

912 SIGNS AUTHORIZED WITHOUT PERMITS

A. Permits shall not be required for the following signs or situations; provided, however, that such signs shall be subject to any and all applicable provisions of this Ordinance.

1. Standard sign maintenance.

2. Sign relocation as required by the City.

3. Flags, pennants, or insignias of any nation, state, county, city or other government entity or religious organization.

4. Temporary decorations, displays or banners celebrating the occasion of recognized patriotic, religious or local holidays or events.

5. Official traffic, fire, and police signs, both temporary and permanent, including but not limited to, changeable message signs, traffic control signs, street signs, traffic signals and devices and markings of the State of Arizona and the City of Avondale or other authorized public agency, or the posting of notices as required by law.

6. Window Signs

   a. Temporary window signs are permitted in commercial and employment districts only. The window sign(s) may be displayed for a period not to exceed thirty (30) days.

b. The total sign area shall not exceed twenty-five (25) percent of the window area of each window.

c. Window signs shall not be placed on required exit doors.

7. Non-illuminated directional or informational signs that (a) do not include directions to commercial establishments and (b) do not exceed three (3) feet in height and six (6) square feet in area. The width of the sign at its base shall be equal to or greater than the width of the sign at its top.

8. Political Signs

a. For parcels or lots less than one (1) acre located in a residential zoning district, the maximum sign area of a political sign shall be sixteen (16) square feet and the maximum height shall be five (5) feet. For parcels or lots greater than one (1) acre located in a residential zoning district and for all parcels or lots located in commercial and employment zoning districts, the maximum sign area shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet.

b. Each candidate or ballot measure shall be limited to one (1) sign per street frontage on each lot or parcel.

c. Political signs shall be removed no later than ten (10) days after the date of the election to which they refer. This shall not prevent a sign displayed for a primary election to remain if the candidate is part of a subsequent general election.

d. Political signs shall be kept in a safe and well-maintained condition. Signs that are damaged, worn or neglected shall be removed or repaired within forty-eight (48) hours after the damaged, worn or neglected condition is brought to the sign owner's attention.

9. Ideological Signs

a. In residential districts, the maximum sign area shall be sixteen (16) square feet and the maximum height shall be five (5) feet. In commercial and employment districts, the maximum sign area shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet.

b. One ideological sign shall be allowed per lot or parcel.

c. Ideological signs may be displayed for up to sixty (60) consecutive days on any lot or parcel. The minimum period between displays shall be ninety (90) days.

10. Garage, Yard, and Estate Sale Signs

    a. Temporary signs for individual garage, yard, and estate sales are permitted in all zoning districts. The maximum number of signs shall be two (2) per lot. The maximum sign area shall be four (4) square feet and the maximum height shall be three (3) feet.

    b. Sale signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the sale is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

    c. Sale signs shall not be displayed more than twenty-four (24) hours before the start of the sale and shall be removed at the end of each sale day.

11. Real Estate Signs

    a. Real estate signs are permitted in all zoning districts. For parcels less than one (1) acre, the maximum sign area of a real estate sign shall be six (6) square feet and the maximum height shall be five (5) feet. For parcels one (1) acre or larger, the maximum sign area shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet.

    b. One (1) sign shall be allowed for each three hundred thirty (330) feet of street frontage. The minimum distance between signs on the same parcel shall be two hundred (200) feet.

    c. Real estate signs are allowed only on the property being offered for sale, lease, or rent.

12. Open House Directional Signs

    a. Open house directional signs are allowed in all zoning districts. The maximum sign area shall be four (4) square feet and the maximum height shall be three (3) feet.

    b. No more than four (4) signs related to the open house may be displayed at one time.

    c. Open House Directional Signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the open house is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

d. Signs shall be displayed only when a salesperson is on duty at the open house and must be removed at the end of each sale day.

13. Contractor Signs

a. Contractor signs are allowed on construction sites in all zoning districts once construction permits have been issued. In residential districts, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet. In commercial and employment districts, the sign shall have a maximum area of sixteen (16) square feet and a maximum height of eight (8) feet.

b. One (1) sign shall be allowed for each general contractor and subcontractor actively working on the construction site.

c. All signs shall be removed prior to the issuance of a Certificate of Occupancy or final clearance on the construction site.

14. Address Signs as follows:

a. General

1. Every building or group of buildings in any residential, commercial, or industrial zoning district shall be identified by a street number sign.

2. Structures located within complexes containing multiple buildings shall also be identified by a building identification number or letter.

3. Required address signs shall not count towards the total wall sign area permitted.

b. Single Family Residential

All single-family residences must be identified by a street number with minimum four (4) inch high contrasting numbers with a five-eighths (5/8) inch stroke width. The address must be located to be visible from the public right-of-way.

c. Multi-Family Residential

1. Within multi-family residential complexes, the building(s) nearest the street must identify the street number of the complex with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

2. All buildings within the complex shall identify the building number/letter with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width. Buildings are required to provide two (2) or more building identification signs per each one hundred (100) feet of the length of the building elevation.

3. All buildings within the complex shall include apartment spread numbers (e.g. Units 201-210) identified with minimum seven (7) inch high contrasting numbers/letters with a one (1) inch stroke width.

4. Each individual unit shall be identified near the unit entryway using minimum four (4) inch high contrasting numbers/letters with a five-eighths (5/8) inch minimum stroke width.

d. Commercial/Employment

1. All commercial and employment buildings shall identify the street number of the building with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

2. All commercial and employment buildings within multi-building complexes must identify the building number/letter with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

3. Each individual unit shall be identified near the primary unit entryway using minimum six (6) inch high contrasting numbers/letters with a one (1) inch stroke width.

913 SIGNS AUTHORIZED WITH PERMITS

A. Single Family Residential Districts

Permanent subdivision identification signs for master planned developments and/or recorded subdivisions are subject to the following:

1. A maximum of two (2) signs are permitted for each entry. The maximum area of such sign shall be fifty (50) square feet and the maximum height shall be six (6) feet. Each subdivision or master planned development shall provide a minimum of one (1) such sign at primary ingress points.

2. Signs shall be of the monument type, or consist of individually mounted letters affixed to perimeter walls near subdivision entries.

3. Signs may include only the name of the subdivision.

4. Places of Worship located within Single-Family Residential Districts shall be permitted signage equivalent to the C-1 District.

5. Private Schools located within Single-Family Residential Districts shall be permitted signage equivalent to the C-1 District.

6. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

B. Multi-Family Residential Districts

Permanent identification signs for multi-family developments are allowed and shall adhere to the requirements in subsection 913.A.1. In addition, the following are also allowed in multi-family developments in the R-2, R-3, and R-4 districts:

1. One (1) directory map sign shall be permitted for each entrance to the residential development, not to exceed thirty-six (36) square feet in area with a maximum height of six (6) feet. Said directory map sign must be illuminated.

2. Signs may include only the name and address of the multi-family development.

3. Places of Worship located within Multi-Family Residential Districts shall be permitted signage equivalent to the C-1 District.

4. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

C. Mobile Home Park District

Permanent identification signs for mobile home parks located within the MH (Mobile Home Park) district are allowed and shall conform to the provisions of subsection 913.A.1.

1. Signs may include only the name and address of the mobile home park.

2. Places of Worship located within the Mobile Home Park District shall be permitted signage equivalent to the C-1 District.

3. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

D. Commercial and Employment Districts

1. Wall Mounted Signage

a. Wall mounted signs are allowed in all commercial and employment zoning districts, as follows:

	R-O	C-O	C-1	C-2	C-3
Maximum Sign Area (Primary Elevation)	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot
Maximum Sign Area (Secondary Elevations Facing Public Streets)	None	0.50 SF per Linear Foot	0.50 SF per Linear Foot	0.50 SF per Linear Foot	0.50 SF per Linear Foot
Maximum Sign Area (Freeway Facing Elevations)	None	1.50 SF per Linear Foot	None	None	1.50 SF per Linear Foot
Maximum Sign Size	50 SF	75 SF	100 SF	200 SF	250 SF
Minimum Sign Size	18 SF	18 SF	18 SF	18 SF	18 SF
Maximum Number of Elevations with Signs	Primary Elevation Only	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential
Supplemental Design Requirements	Non-Illuminated or Indirectly Illuminated Signs Only	Additional Requirements for Buildings greater than 2 stories *(A)	None	None	None

	OTAB	Cashion	CP	A-1	CC
Maximum Sign Area (Primary Elevation)	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot
Maximum Sign Area (Secondary Elevations Facing Public Streets)	0.50 SF per Linear Foot	0.50 SF per Linear Foot	None	None	0.50 SF per Linear Foot
Maximum Sign Area (Freeway Facing Elevations)	None	None	None	None	1.50 SF per Linear Foot
Maximum Sign Size	100 SF	100 SF	75 SF	150 SF	200 SF
Minimum Sign Size	18 SF	18 SF	18 SF	18 SF	18 SF
Maximum Number of Elevations with Signs	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Primary Elevation Only	Primary Elevation Only	No Maximum
Supplemental Design Requirements	Non-Illuminated Directly Illuminated, or Indirectly Illuminated Signs Only	None	Additional Requirements for Master Planned Commerce Parks *(B)	None	Shall comply with City Center Specific Plan Chapter 5.4.23 and Design Manual for the City Center

* (A) Excluding vertically integrated mixed use buildings which contain retail uses on the ground floor, buildings in excess of two stories shall be allowed only one (1) wall mounted sign per elevation, to be located in a sign band between the top of the upper story windows and the top of parapet. Said sign shall not be required to be located over the tenant's particular suite.
*(B) Wall mounted signage for master planned commerce parks shall conform to a single color, font, and method of illumination, as approved during the design review process

b. Tenants with multiple building frontages that are eligible for wall mounted signage on two (2) or more building elevations may transfer the allowed sign area between eligible building elevations, in whole or in part.

d. In addition to the above, a total of three (3) square feet of non-illuminated sign area shall be permitted on each building or tenant frontage, adjacent to the primary entry.

e. Wall mounted signage shall not be permitted for any tenant suite that does not abut an exterior building wall.

2. Low Profile Wall Identification Signs

a. One (1) low profile wall identification sign is permitted for each master planned development in the R-O, C-O, C-1, C-2, C-3, CP, A-1, OTAB, and Cashion Business Zoning Districts. The leading edge of a low profile wall identification sign shall be set back at least five (5) feet from

any property line and out of any site visibility lines. The maximum height and area varies depending on the district in which the sign is located, as follows:

	R-O	C-O	C-1	C-2	C-3	OTAB	Cashion	CP	A-1	CC
Maximum Height	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	Not Permitted
Maximum Sign Area	20 SF	40 SF	40 SF	60 SF.	80 SF	20 SF	40 SF	40 SF	40 SF	Not Permitted

b. A low profile wall identification sign shall display the name/logo and address of the master planned development only.

c. Final location of low profile wall identification signs shall be approved during the site plan review process.

3. Directory Signs

a. Directory signs shall be permitted for multi-tenant developments within all commercial and employment districts, excluding the R-O District. The quantity and location of directory signs shall be approved during the site plan review process.

b. In all districts except for City Center (CC) and Old Town Avondale Business (OTAB), directory signs shall not exceed twelve (12) square feet in area and six (6) feet in height. Within the CC and OTAB districts, directory signs shall be designed at a pedestrian scale and shall not exceed ten (10) square feet in area and five (5) feet in height.

c. Directory signs may be building mounted or freestanding. Freestanding directory signs shall be located behind the required building setbacks.

d. Directory signs shall be illuminated, either by an internal source or through the use of down lighting.

4. Single-Tenant Monument Signs

a. One (1) single-tenant monument sign shall be permitted for single-user developments within the C-O, C-1, C-2, C-3, Cashion Business, and A-1 Zoning Districts. Two (2) single-tenant monument signs shall be permitted for properties with frontage on two (2) arterial streets; provided, however, that both signs shall not be placed along the same street frontage.

b. Within the City Center (CC) Zoning District, one (1) single-tenant monument sign shall be permitted for single-user developments with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) single-tenant monument signs shall be permitted for properties

that have frontage on two of the above mentioned streets; provided, however, that both signs shall not be placed along the same street frontage.

c. The maximum height and area varies depending on the district in which the sign is located, as follows:

	C-O	C-1	C-2	C-3	Cashion	A-1	CC
Maximum Height	6 Feet	6 Feet	8 Feet	10 Feet	6 Feet	6 Feet	*Determined During Design Review*
Maximum Sign Area	40 SF	40 SF	60 SF	80 SF	40 SF	40 SF	

d. Places of Worship located within the R-O, CP, and OTAB Zoning Districts shall be permitted single tenant monument signs equivalent to the C-1 Zoning District standards contained herein.

e. No single-tenant monument sign shall be permitted for an individual user or pad site within a master planned multi-tenant development. Panels on multi-tenant monument signs shall be used in place of individual single-tenant monument signs in those instances.

f. The single-tenant monument sign structure may extend above the maximum allowable height for the purpose of architectural embellishment. Such embellishment shall not extend the height of the sign more than twenty (20) percent over the allowed sign height. No commercial symbol, representation, logo, insignia, illustration, or other form of advertising message may extend into the architectural embellishment portion of the sign.

h. The leading edge of a single-tenant monument sign shall be set back at least five (5) feet from any property line and out of any site visibility lines.

i. The single-tenant monument sign shall include the street number of the site. The street number shall not count against the maximum sign area allowed.

j. The final location of permitted signs shall be approved during the site plan review process.

5. Multi-Tenant Monument Signs

a. Each multi-user development in the C-1, C-2, C-3, Cashion, CP, and A-1 districts shall be permitted one (1) multi-tenant monument sign on each street frontage. For properties with a street frontage of eight-hundred (800) feet or more, multi-tenant monument signs shall be permitted at the rate of one (1) sign per every four hundred (400) feet of

frontage. Multi-tenant monument signs shall be separated by a minimum distance of three hundred thirty (330) feet and may not be transferred from one street frontage to another.

b. Within the City Center (CC) Zoning District, one (1) multi-tenant monument sign shall be permitted for multiple-user developments with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) multi-tenant monument signs shall be permitted on properties which have frontage on two of the above mentioned streets; both signs cannot be placed along the same street frontage.

c. The maximum height, area, and tenant panels allowed varies depending on the district in which the sign is located, as follows:

	C-1	C-2	C-3	Cashion	CP	A-1	CC
Maximum Height	8 Feet	12 Feet	14 Feet	8 Feet	8 Feet	8 Feet	*Determined During Design Review*
Maximum Sign Area	60 SF	80 SF	100 SF	60 SF	60 SF	60 SF	
Maximum Number of Tenant Panels	6	10	12	6	6	6	

d. The multi-tenant monument sign structure may extend above the maximum allowable height for the purpose of architectural embellishment. Such embellishment shall not extend the height of the sign more than twenty (20) percent over the allowed sign height. No commercial symbol, representation, logo, insignia, illustration, or other form of advertising message may extend into the architectural embellishment portion of the sign.

e. The leading edge of a multi-tenant monument sign shall be set back at least five (5) feet from any property line and out of any site visibility lines.

f. The name of the office complex, shopping center, or commerce/industrial park shall be prominently included on the sign.

g. The multi-tenant monument sign shall include the street number of the site. The street number shall not count against the maximum sign area allowed.

i. The letters and logos used to identify individual tenants shall have a minimum height of four (4) inches.

j. The final locations of multi-tenant monument signs shall be approved during the site plan review process.

6. Freeway Pylon Signs

a. General

1) Freeway pylon signs shall only be permitted as part of a comprehensive sign plan approved pursuant to Section 904 above.

2) Freeway pylon signs are permitted in the C-3 and CC Zoning Districts for master planned developments encompassing a minimum of thirty (30) acres and having at least four hundred (400) linear feet of direct frontage adjacent to the Interstate-10 right-of-way. Properties that meet these requirements may be permitted one freestanding, double sided, freeway pylon sign. A second freeway pylon sign shall be permitted for properties that meet the requirements of this section and have direct freeway frontage in excess of two thousand six hundred forty (2,640) feet.

b. Location

1) Freeway pylon signs shall be located no more than fifteen (15) feet from the right-of-way line of the adjacent freeway.

2) Proposed freeway pylon signs may not be located closer than one thousand three hundred twenty feet (1,320) from an existing or approved freeway pylon sign on the same side of the freeway

3) Proposed freeway pylon signs shall be located a distance of no less than twenty (20) times the proposed actual height (including sign embellishment) of the freeway pylon sign from existing single-family residential uses. This distance shall be measured from the physical location of the freeway pylon sign to the closest point of the nearest single-family residential lot line. (Example: a seventy-one (71) foot high freeway pylon sign will require a minimum 1,420 foot setback).

c. Height and Area

1) Freeway pylon signs shall not exceed sixty-five (65) feet in height.

2) The total sign area per sign face shall not exceed eight hundred (800) square feet.

d. Design

1) The freeway pylon sign may identify up to six (6) individual tenants.

2) The base of a freeway pylon sign shall be no less than fifteen (15) feet wide and no greater than thirty (30) feet wide. No portion of the sign structure can exceed one-hundred thirty (130) percent the width of the base.

3) The sign area and the base must be designed and constructed using compatible themes, materials, and colors with the overall design of the development and will be evaluated during the Design Review process.

5) The project or destination name of the development shall be emphasized on the freeway pylon sign. A minimum of fifteen (15) percent of the total sign area shall be devoted to the project or destination name.

6) The identification of the development name and tenant names on the sign shall be in the form of individual pan channel lettering, aluminum routed lettering with acrylic background, or other high quality sign design characteristics. Removable tenant panels made completely of acrylic or plexi-glass materials are prohibited.

7) Freeway Pylon signs shall not be externally illuminated.

e. Freeway Pylon Signs shall not incorporate electronic message displays.

f. The City Council may in its sole discretion, grant a Freeway Pylon Sign Exception (FPSE) for development projects that can demonstrate exceptional design and promotion of the purpose and intent of this Section 9. An FPSE will allow for Freeway Pylon signs to vary from certain established standards. Approvals of Freeway Pylon Sign Exceptions shall be granted at the sole and absolute discretion of the City Council. The standards that may be altered through a FPSE are exclusive to the following:

1) Sign Height, shall be no higher than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined after evaluation of the materials required by this Section 9. In no instance shall any freeway pylon sign exceed one hundred ten (110) feet.

2) Sign area, shall be no larger than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same

side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined after evaluation of the materials required by this Section 9. In no instance shall the total sign area per sign face exceed one thousand four hundred (1,400) square feet.

3) Sign width shall not be less than fifteen (15) feet or greater than fifty (50) feet.

4) Electronic message displays may be permitted, subject to such conditions and stipulations as required by the City Council.

7. Drive-Thru Menu Boards

a. In Zoning Districts where drive-thru uses are allowed, drive-thru menu board signs are permitted:

b. One (1) preview menu board and one (1) ordering menu board is allowed per drive-thru business. Such signs may be free standing or wall-mounted.

c. The maximum area for each sign shall not exceed thirty-two (32) square feet. The maximum sign height shall not exceed six (6) feet for freestanding signs.

d. Menu board signs shall be screened from street views by a combination of screen walls and dense landscaping

e. Menu boards containing speaker boxes must be located a minimum of seventy (70) feet from any residential zoning district or use and, to the extent possible, oriented away from the residential use.

8. Blade Signs

a. Blade signs are permitted in all commercial and employment districts.

b. Each user shall be permitted one (1) blade sign hung directly outside of the business's primary entrance.

c. Maximum size of blade signs shall be three (3) feet in length and one (1) foot in height and be oriented to display the message perpendicular to the face of the building. Blade signs with dimensions larger than referenced above shall be considered projecting signs and may only be permitted in Zoning Districts in which projecting signs are allowed.

d. The sign shall be suspended from a roof overhang, covered walkway or covered porch. No part of a suspended sign shall extend beyond the edge of the overhang.

e. A minimum clearance of seven (7) feet shall be maintained between the bottom of the sign and the nearest grade or sidewalk.

9. Center Identification Wall Signs

a. Center identification wall signs are permitted in all commercial and employment Zoning Districts for centers containing two (2) or more buildings.

b. Center identification wall signs shall only be located on building frontages that are not designed for tenant occupancy, such as over breezeways.

c. Center identification wall signs shall contain the name of the building or shopping center only.

d. Each center identification wall sign shall be allowed twenty-four (24) square feet of area or one (1) square foot of sign area for each linear foot of un-occupiable building frontage, whichever is greater.

e. The number and location of center identification wall signs shall be approved as part of the center's comprehensive sign plan.

10. Freestanding Variable Message Signs for Elementary Schools, Secondary Schools, and Colleges

a. One (1) freestanding variable message sign shall be permitted in addition to any allowed freestanding identification signs on the property, subject to the requirements of this Ordinance.

b. The maximum sign area shall be thirty-two (32) square feet and the maximum height shall be fourteen (14) feet.

11. Variable Message Signs for Motion Picture and Performing Arts Theaters

a. In addition to the otherwise allowable wall signage for the district in which the theater is located, theaters shall be allowed one (1) variable message sign located on the wall or marquee of a theater building.

b. The sign shall not exceed seventy-five (75) square feet or the maximum allowed wall sign area, whichever is less.

12. Freestanding Variable Message Signs for Places of Worship

Freestanding identification signs for places of worship shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance.

13. Freestanding Variable Message Signs for Military Veteran and Fraternal Organization Halls

Freestanding identification signs for military veteran and fraternal organization halls in the C-1, C-2, and C-3 districts shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance.

14. Freestanding Variable Message Signs for Municipal Uses

Freestanding identification signs for municipal uses in all commercial and employment districts shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance.

15. Freestanding Variable Message Signs for Vehicle Fueling Stations

a. Vehicle fueling stations on independent parcels within the C-2, C-3, and A-1 zoning districts may use up to twenty-four (24) square feet of an allowed single tenant monument sign for a variable message fuel price sign.

b. Vehicle fueling stations within the C-2, C-3, and A-1 districts that are part of a shopping center or other planned development where businesses are not permitted to have individual freestanding identification signs shall be allowed one (1) freestanding fuel price sign on each adjacent street frontage. The maximum sign area shall be sixteen (16) square feet and the maximum height shall be six (6) feet.

E. Permanent Off-Premise Signs

1. No permanent off-premise signs shall be permitted except those explicitly authorized by this subsection 913(E).

2. Community Kiosk Signs

a. Sign panels on city-approved kiosk structures may be permitted for the purpose of providing directional information to community facilities and attractions and residential developments including mobile home

parks and apartment developments within the first two (2) years after approval of the first building permit for the site.

b. Community kiosk signs shall not exceed twelve (12) feet in height and five (5) feet six (6) inches in width.

c. Community kiosk signs shall be located within the public right-of-way of a major collector or higher street classification. A right-of-way permit shall be required.

d. A community kiosk location plan shall be prepared showing the site of each kiosk and shall be submitted and approved by the Development Services Department prior to issuance of a sign permit.

e. A minimum of thirty (30) inches at the top of each kiosk sign shall be reserved for the placement of an approved city logo and a twenty-four (24) inch clearance shall be provided on the bottom of each community kiosk.

f. Sign panels advertising residential developments shall not exceed eighteen (18) inches in height.

3. City Center Business District Signs

a. Within the City Center (CC) District, business district signs that advertise the name of a particular district and announce special district events shall be permitted.

b. Business district signs shall not serve as multi-tenant signs.

c. Along arterial and collector streets, business district signs may take the form of a wall mounted sign or freestanding sign. Along all pedestrian retail and local streets within the City Center, business district signs shall be wall mounted.

d. The maximum size, height, and design will be determined during the design review process.

4. Pedestrian Kiosk Signs

a. Within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts, or on the campus of any college or university, pedestrian kiosk signs may be permitted for the purpose of providing directional information to community facilities and attractions, buildings, and commercial businesses within the zoning district or campus within which the sign is located, and advertising official City meetings and special events.

b. A pedestrian kiosk sign location plan shall be prepared showing the location of each kiosk and shall be submitted and approved by the Development Services Department prior to issuance of a sign permit. Pedestrian kiosk signs may be located within the public right-of-way subject to approval by the Development Services Department.

c. Pedestrian kiosk signs shall be designed at a pedestrian scale. Specific dimensions of pedestrian kiosk signs shall be reviewed and approved by the Development Services Department to ensure this condition has been met.

d. The design of all pedestrian kiosk signs located within the OTAB Zoning District shall reflect a single architectural theme. Similarly, all pedestrian kiosk signs located within a college or university campus shall reflect a single architectural theme. Within the City Center, an architectural theme may be identified for each sub-district. For the sake of creating interest, variation amongst pedestrian kiosk signs within the selected architectural themes shall be encouraged.

e. Pedestrian kiosk signs may contain the following:

1) The name and logo of the City of Avondale and/or the district in which the sign is located (e.g. Old Town; City Center).

2) A weather protected map of the campus, business district or sub-district identifying the locations of businesses, buildings, and public facilities within the district, sub-district, or campus, relative to the location of the kiosk. Maps and legends shall be updated and replaced every 4 months to reflect business openings and closings.

3) Space reserved for the advertising of official City meetings and City organized special events. Said space shall not be used as a bulletin board for want ads, classified ads, garage sale notices, or any other non-City organized event.

4) Appurtenances (e.g. weather vanes) indicating the direction and distance of City facilities. Said appurtenances shall not be used to indicate the direction of any business.

f. Pedestrian kiosk signs shall not contain signage for any business, except for a listing of the business name and location on the map and legend referenced above.

F. Temporary Signs

1. Portable Religious Assembly Signs

   a. Temporary identification and directional signs for religious assemblies are allowed in all zoning districts subject to obtaining a temporary sign permit. The permit will be valid for up to one (1) year.

   b. The maximum sign area shall be eight (8) square feet and the maximum height shall be three (3) feet.

   c. Portable religious assembly signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the assembly is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

   d. Signs shall not be displayed more than twenty-four (24) hours in advance of the first assembly and must be removed promptly after the last assembly each day.

2. Interim Business Identification Banners

   a. Banners may be used for temporary business identification in the commercial and employment districts subject to obtaining a temporary sign permit. A sign permit for an interim business identification banner may only be approved upon the applicant demonstrating to City staff that substantial progress has been made toward manufacture and installation of the permanent sign.

   b. The area of the banner shall not exceed the area permitted for the permanent wall sign.

   c. The banner shall only be placed on the wall of the tenant space occupied by the business.

   d. Interim business identification banners may be displayed only from the date a Certificate of Occupancy is issued until the date the permanent sign is installed subject to the following limitations.

      1) The initial display period shall not exceed thirty (30) days, but may be extended by the Development Services Director or designee if the applicant demonstrates substantial progress toward installation of the permanent sign. All extension requests and approvals shall be in writing.

      2) The total display period shall not exceed ninety (90) days under any circumstances.

3. Grand Openings and Special Promotions

a. Temporary signs may be used to advertise grand openings and special promotions in all zoning districts subject to obtaining a sign permit. Grand openings and special promotion signs may include pennants, banners, flags, inflatable structures, search lights, character or product likenesses, attention attracting media and devices and other non-merchandise displays.

b. Commercial/Employment Developments

1) Grand opening signs are allowed for a maximum of thirty (30) consecutive days when a new business opens, the business name changes or there is a change in business ownership. There shall be a minimum of one hundred eighty (180) days between displays.

2) Temporary signs may be used to advertise special promotions for a maximum of ten (10) consecutive days no more than three (3) times each calendar year. There shall be a minimum of thirty (30) days between each display.

3) Lighter than air balloons shall not exceed twice the allowed building height or one hundred (100) feet, whichever is less.

c. Residential Developments

1) Temporary signs may be used to advertise the grand opening of a model home complex, apartment complex, or residential condominium development or the conversion of an apartment complex to condominiums, for a maximum period of thirty (30) consecutive days.

2) Temporary signs may be used to advertise special promotions, such as rent specials, for a maximum of thirty (30) consecutive days no more than three (3) times each calendar year. There shall be a minimum of thirty (30) days between each display.

3) Lighter than air balloons shall not exceed twice the allowed building height or one hundred (100) feet whichever is less.

4. Business Identification A-Frame Signs

a. A-Frame signs may be used for onsite business identification and advertising in the R-O, C-O, C-1, C-2, C-3, CP, Cashion, and A-1 Zoning Districts subject to obtaining a sign permit. The sign permit

shall be valid for a period of one (1) year, but may be renewed annually subject to City review and approval.

b. A-Frame signs shall not exceed two (2) feet in width and three (3) feet in height.

c. One A-Frame sign shall be allowed for each business with a gross floor area of less than ten thousand (10,000) square feet. In no instance shall a business be allowed more than one (1) A-Frame sign.

d. A-Frame signs shall not be located:

1) On a public street or public sidewalk.

2) Closer than thirty (30) feet to the edge of an access drive or street intersection right-of-way.

3) In raised, painted or landscaped medians.

4) Across a public street from the business in which it advertises.

5) In parking spaces, driveways or drive aisles.

6) Where there is less than four (4) feet of clearance for pedestrian passage or at any other location that would pose a potential hazard to pedestrian traffic.

7) On top of any vehicle, structure, screen wall, boulder, or landscaping other than turf or decomposed granite.

e. A-Frame signs may be located within the public right-of-way, however said signs must be placed at least one (1) foot behind the sidewalk when adjacent to a public street. If no sidewalk exists, the sign shall be placed at least five (5) feet behind the back of curb line. If no sidewalk or curb exists, then the sign shall be placed at least five (5) feet behind the edge of pavement.

f. Businesses in a shopping center or other multi-tenant complex may place an A-Frame sign adjacent to the business, at the perimeter of the site, or in a landscaped common area unless otherwise prohibited by this Ordinance.

g. The minimum separation between A-Frame signs shall be twenty (20) feet.

h. A-Frame signs must adhere to the following construction standards:

1) Signs shall be constructed of not less than one-half (1/2) inch thick, high density, exterior grade material with sufficient weight to withstand wind gusts and weather.

2) Signs shall have a protective water resistant coating that is impervious to weather.

3) Signs shall be maintained in a professional manner so as to be free of chipping paint, cracks, gouges, loss of letters and fading.

i. The sign shall be displayed only from sunrise to sunset during hours when the business is open to the public.

5. Way-Finding Signs

a. Way-finding signs may be used for business identification and advertising in the CC and OTAB Zoning Districts subject to obtaining a sign permit. The sign permit shall be valid for a period of one (1) year, but may be renewed annually subject to City review and approval. One (1) sign is allowed per business, unless otherwise noted in this Section.

b. Way-finding signs shall be a maximum of eight (8) square feet in area, five (5) feet in height, and shall not exceed two (2) feet in width.

c. Way-finding signs shall have a substantial base and utilize a design and colors that complement a business' permanent signage. Way-finding signs shall not be A-Frame type signs.

d. Way-finding signs shall be subject to the following locational restrictions:

1) Way-finding signs may be located within the public right-of-way but shall not be affixed or otherwise attached to objects including but not limited to light poles, trees, traffic signals, benches, street signs, fencing, or bike racks

2) Way-finding signs located on sidewalks must be situated to allow for a minimum six (6) foot wide clear pedestrian pathway to and from all building entrances and exits.

3) Signs for individual ground floor businesses shall be located within three (3) feet of the building frontage and within ten (10) feet of the business entry. Businesses above the ground floor shall locate signs within ten (10) feet of a stairway or elevator entrance.

4) Signs for courtyard entries shall be limited to one (1) sign for all businesses located in the courtyard which utilize the same common entry. Multiple businesses may collocate signage on the same sign structure. Signs shall be located within ten (10) feet of the courtyard entrance.

5) The minimum separation between Way-finding signs shall be twenty (20) feet.

G. Future Development Signs

a. Future development signs are allowed on undeveloped parcels in all zoning districts subject to obtaining a sign permit. One (1) sign shall be allowed per development on each street frontage. The sign must pertain to the property on which it is located.

b. A sign permit for a future development sign shall not be issued prior to site plan approval or preliminary plat approval.

c. On parcels less than one (1) acre, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet. On parcels one (1) acre or larger, the sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet.

d. The sign shall be removed if building permits have not been issued within one (1) year from the date the sign permit is issued.

e. The sign shall be removed prior to or concurrent with the placement of a construction sign on the site.

H. Residential Subdivision Signs

a. Temporary subdivision identification signs are allowed in all single family residential zoning districts subject to obtaining a sign permit. One (1) sign shall be allowed at each arterial entry to the subdivision. The sign must pertain only to the subdivision in which it is located.

b. A sign permit shall not be issued prior to the issuance of construction permits for homes within the subdivision.

c. The maximum sign area shall be forty-eight (48) square feet and the maximum height shall be twelve (12) feet.

d. The edges of the sign shall be boxed.

e. All signs shall be removed when the models for the subdivision close or when ninety-five (95) percent of the lots have been sold if there are no models.

I. Model Home Signs

a. Model home signs are permitted in all residential districts subject to obtaining a sign permit. One (1) sign shall be allowed at each model home complex within the subdivision.

b. A sign permit shall not be issued prior to the issuance of building permits for the model homes.

c. The maximum sign area shall be forty-eight (48) square feet and the maximum height shall be twelve (12) feet.

d. The edges of the sign shall be boxed.

e. The sign shall be removed when the model home complex closes.

J. Model Home Pennants

a. Model home pennants are permitted in all residential districts subject to obtaining a sign permit. A maximum of ten (10) pennants shall be allowed per model home complex.

b. The maximum pennant size shall be six (6) square feet and the maximum height at which they are flown shall be twenty (20) feet.

c. The minimum spacing between poles shall be ten (10) feet.

d. Pennants shall be removed when the model home sales office closes.

K. Neighborhood and Community Event Signs

a. Neighborhood and community event signs are permitted in all zoning districts subject to obtaining a sign permit. The permit will be valid for up to one (1) year for regularly recurring neighborhood events (i.e. HOA Meetings). .

b. Neighborhood and community event signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot upon which the event is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

c. The maximum sign area shall be eight (8) square feet and the maximum height shall be (3) feet. The number of onsite and offsite signs for each event shall be determined at the time of sign permit approval.

d. Signs shall not be displayed more than seventy-two (72) hours prior to the event.

e. All signs must be removed within twenty-four (24) hours after the event.

L. Signage for Approved Temporary Uses

a. Onsite Identification Signs

1) Identification signs for temporary uses approved in accordance with Section 1 of this Ordinance are allowed in all zoning districts subject to obtaining a sign permit. One (1) onsite sign shall be allowed per street frontage.

2) For parcels less than one acre located in residential districts, the maximum sign area shall be sixteen (16) square feet and the maximum height shall be five (5) feet. For residential parcels one (1) acre or larger and for all parcels within commercial or employment districts, the maximum sign area shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet.

3) Signs shall not be displayed more than seventy-two (72) hours prior to the start of the temporary use.

4) All signs must be removed promptly at the end of the temporary use.

b. Traffic Directional Signs

1) On-site traffic directional signs for temporary uses approved in accordance with Section 1 of this Ordinance are allowed in all zoning districts subject to obtaining a sign permit. The maximum area of each onsite sign shall be eight (8) square feet and the maximum height shall be three (3) feet.

2) Off-site traffic directional signs for temporary uses approved in accordance with Section 1 of this Ordinance are allowed when specifically required by the City. The type, location, and size of offsite directional signs shall be determined during the temporary use permit approval process. Permission from applicable property owners is required for all off-site signs. Off-site traffic directional signs shall only be displayed when the temporary use is open to the public unless otherwise authorized during the temporary use approval process.

M. Street Banners

a. Street banners are permitted in all zoning districts subject to obtaining a right-of-way permit.

b. Street banners shall require the approval of the City's Public Information Officer and the City Engineer.

c. All banners must further the interests of the community.

d. Street banners shall only be hung from approved street light poles or other structures on brackets that meet City engineering standards.

914 SIGN PERMITTING.

A. General

1. No sign shall hereafter be erected, re-erected, constructed or altered except as provided by this Section 9. Where sign permits are required, a separate permit shall be requested for a sign or signs for each business entity, and/or separate permit shall be required for each group of signs on a single supporting structure. Where signs are illuminated electrically, a separate electrical permit shall be obtained as required by the City's adopted electrical code.

2. Nothing contained herein shall prevent the erection, construction, and maintenance of official traffic, fire and police signs, signals, devices, and markings of the State of Arizona and the City of Avondale, or other public authorities, or the posting of notices required by law.

B. Permit Application and Expiration

1. Except as otherwise noted in this Section 9, it shall be unlawful for any persons to erect, alter, construct, or relocate any sign within the city without first obtaining a permit. In addition, electrical permits are required for electrical signs.

2. A sign permit application shall be submitted to the Development Services Department. The application shall contain the location by street and number of the proposed sign, as well as the name, address and signature of the property owner, business owner and sign contractor. Three (3) copies of plans and specifications shall be submitted with the application for each sign; one (1) copy being returned to the applicant at the time the permit is issued. All plans shall show complete details, to include size, materials, colors, method of support or attachment, name and address of the persons or firm designing said sign, and a plot plan showing location of sign on the premises.

3. Prior to acceptance of any Sign Permit application, the City shall collect a plan review fee in accordance with a Development Services Department fee schedule established by the City Council.

4. Within thirty (30) days of the receipt of a sign permit application, the City shall approve or deny said sign permit application. In lieu of issuing a denial of an application which does not conform to the requirements of this Section 9, the City may suggest revisions to bring the proposed sign into conformance. An applicant may, at any time, forego the revision process and request a formal approval/denial.

5. Prior to issuance of any Sign Permit required by this Section 9, the City shall collect permit fees in accordance with a Development Services fee schedule established by the City Council.

6. If work for which a permit is required by this Section 9 is started before a permit has been issued, the fees shall be doubled. The payment of such double fee shall not relieve any persons from in the execution of the work or from any penalties prescribed herein.

7. If installation of a sign has not commenced under any permit issued under the provision of this section within one hundred eighty (180) days from the date of such permit, or upon completion of building, such permit shall become null and void.

8. All signs for which a permit is required shall be subject to the following inspections:

    a. Footing inspection on all freestanding signs exceeding six (6) feet in height.

    b. Inspection of all braces, anchors, supports, and connections, including wall signs.

    c. All signs containing electrical wiring shall be subject to the City's adopted electrical code; all electrical components shall bear the label of an approved testing agency.

    d. Site inspection to ensure that the sign has been constructed according to approved application and a valid sign permit.

9. All temporary signs requiring permits shall be marked with a City-issued sticker denoting the permit number and expiration date.

10. Each sign shall be maintained in good order and repair at all times so that it constitutes no danger or hazard to public safety.

915 SIGN DEFINITIONS

A-Frame Sign: A temporary/portable sign constructed in such a manner as to form an "A" or tent-like shape.

Abandoned Sign: Any sign that no longer correctly directs a person to or advertises a bona fide business, lessor, owner, product, activity conducted, or product available on the premises where such sign is displayed.

Address Sign: A sign designed to display the number or other designation assigned to a housing unit, business establishment, or other structure for purposes of mail delivery, emergency services, and so forth.

Animated Sign: Any sign which includes action, motion, or color changes of all or any part of the sign facing, requiring electrical energy or set in motion by movement of the atmosphere, excluding flags.

Banner: A temporary sign made of fabric, plastic, or other light, pliable, weather-resistant material, not enclosed in a rigid frame.

Blade Sign: A small, pedestrian oriented sign that is hung beneath a canopy for the purpose of business identification.

Box Cabinet Sign: A sign which contains two dimensional text and/or logos painted on or otherwise affixed to a panel, usually lexan, and attached to a cabinet. This definition shall not include custom cabinet signs, which by definition include a minimum of three (3) graphic levels to create depth and add visual interest.

Building Façade: The exterior elevation of a building structure excluding any porches, overhangs, covered walkways, drive thru covers, or similar appendages.

Center Identification Wall Sign: A sign located on the exterior wall of a building used to identify only the name of a shopping center or office complex. Such a sign may only be placed on building frontage that is not occupied by any tenant and that is common building space, such as a common lobby or open breezeway.

Classic Sign: A sign (freestanding, building-mounted or otherwise) that is determined by the City Council to be of extraordinary significance to the City's history and identity and that possesses unique physical design characteristics.

Commercial Center: Any property with a minimum land area of ten (10) acres developed with a multi-tenant office or retail development.

Community kiosk sign: A City managed off-premise sign designed to provide directional information to residential developments, community facilities, and attractions.

Contractor Sign: A temporary sign identifying an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located.

Curb Line: The line at the face of the curb nearest the street or roadway. In the absence of a curb, the curb line shall be established by the City Engineer.

Custom Cabinet Sign: A sign composed of a minimum of three (3) graphic levels, each level a minimum of eight (8) inches deep, mounted to a custom, non-rectangular cabinet. Each graphic level must be opaque and contrasting in color, texture, and/or material from one another in order to create depth and dimension. Custom cabinet signs shall utilize pan channel or reverse pan channel letters for the name of the business; secondary copy and/or background graphics may be routed from the face with backup or push through acrylic. Custom cabinet signs must utilize halo illumination to provide definition to the outer edge of the cabinet.

Development Services Director: The person designated by the Avondale City Manager to oversee the planning and development related services for the City.

Directly Illuminated Sign: Any sign designed to provide artificial light through exposed lighting on the sign face, such as neon. This definition shall not include internally illuminated pan channel or other similar internally illuminated signs.

Directional Sign: A sign of non-commercial nature which indicates access to parking and loading areas or indicates traffic circulation patterns; or which indicates the location of public or educational institutions, historical areas or structures, or public parks. Directional signs shall not include the name or logo of any commercial business.

Directory Sign: A sign designed to show the relative location of several commercial activities within a shopping center, office park, commerce park, apartment complex, or other multi-tenant master planned development.

Drive-Thru Menu Board: A wall or freestanding sign that lists the products and prices of products for items available at drive-thru facilities, often containing a two way communication device used by customers to place an order.

Electrical Sign: Any sign or advertising device which has electrical wiring in or attached to it.

Electronic Message Display: A sign or portion of a sign consisting of a video screen or similar technology displaying a fixed and/or varying message and which changes through electronic means.

Embellishment: Anything that enhances the appearance of a freestanding sign without having a functional purpose. For the purpose of this Ordinance, embellishment may not include any symbol, representation, logo, insignia, illustration, or other form of advertising message for any business on site. It may contain a the name and/or symbol, representation, logo, or insignia of a master planned shopping center, office park, commerce park, or other master planned multi-tenant development.

Flag: Any fabric or other flexible material designed to be flown from a flagpole or similar device.

Freestanding Sign: A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.

Freeway: For the purposes of this Ordinance, freeway shall mean Interstate-10, to include all traffic lanes, ramps, appurtenances, and undeveloped or unpaved land within the ADOT right-of-way.

Freeway Pylon Sign: A freestanding sign designed and oriented to attract the attention of freeway drivers to a commercial or mixed-use development site directly abutting a freeway right-of-way.

Fuel Price Sign: A variable message sign used by vehicle fueling stations to identify the type, grade, and price of fuel being sold.

Future Development Sign: A temporary sign which provides information about the future development of a property and may include a depiction of an approved site plan, approved building elevations, as well as contact information for parties involved in the project.

Grand Opening Sign: A temporary sign used to indicate the opening of a new business or residential community. Grand opening signs can take the form of pennants, banners, flags, inflatables, character or product likenesses, attention attracting media and devices, and other inanimate non-merchandise displays.

Ideological Sign: A temporary sign which announces or supports the personal views of the property owner or tenant of the parcel on which the sign is located.

Illegal sign: Any sign which does not meet at least one of the following conditions:

1. Allowed by this Section 9 and not requiring a permit.
2. Allowed by this Section 9 with permit and carrying a valid permit.
3. Not allowed by this Section 9 but legalized by variance and proper permit.
4. Not allowed by this Section 9 but approved as part of an approved comprehensive sign plan associated with a Planned Area Development (PAD) or through a development agreement.
5. A nonconforming sign as defined in this Ordinance.

Interim Business Identification Banner: A temporary banner used to identify a business only during the time period a permanent wall sign is being designed, constructed, and installed.

Interior Property Line: A recorded property line of a parcel or lot that is located within the area circumscribed by a recorded plat but not abutting public right-of-way.

Internally Illuminated Sign: A sign that contains a source of illumination located wholly inside the sign, designed to make the sign content visible at night by means of light being transmitted through a translucent material, but for which the source of illumination is not visible.

Indirectly Illuminated Sign: A sign that contains a source of illumination wholly within the sign which makes the design visible at night by means of lighting the background upon which free-standing characters or letters are mounted, but for which the source of illumination is not visible. The characters or letters themselves shall be opaque, and are silhouetted against the background.

Leading Edge: The portion of a free standing sign or the base of the sign that is nearest to a property line.

Low Profile Wall Identification Sign: A type of wall sign identifying the name and/or address of a master planned commercial, employment, or mixed use development which is used to create a sense of place. Low profile wall identification signs shall not be used for advertising purposes.

Maintenance: The replacing or repairing of a part or portion of a sign made unusable by ordinary wear and tear or by damage beyond the control of the sign's owner.

Marquee: A permanent roof-like structure extending from part or all of the building facade over a public right-of-way and constructed of some durable material such as metal, glass, or plastic.

Master Planned Development: A self-contained development under unified ownership, often with a mixture of land uses, planned and developed as a whole in a single phase or programmed in a determined series of phases, and in which the subdivisions and zoning controls are applied to the project as a whole rather than to individual lots.

Model Home Sign: A temporary sign which serves to draw attention to a developer's sales office and/or model home site.

Monument Sign: A freestanding sign where the base of the sign structure is on the ground or a maximum of twelve (12) inches above the adjacent grade. The width of the top of the sign structure can be no more than one hundred twenty (120) percent the width of the base. The design of monument signs shall complement the architecture of buildings on the site. In addition to tenant information, all monument signs shall contain the address of the building(s) it supports.

Multi-Tenant Monument Sign: A monument sign that serves as a common or collective identification for two (2) or more uses on the same site. In addition to tenant information and address, multi-tenant monument signs shall contain the name of the shopping center, office park, or other multiple user development type which it serves.

Multi-Tenant Non-Residential Development: A development site whereupon a number separate commercial and/or employment activities are located and in which there are

appurtenant shared facilities, such as parking and pedestrian walkways. Distinguishing characteristics of a multi-tenant non-residential development may, but need not, include common ownership of the real property upon which the development is located, common wall construction, and multiple-occupant commercial use of a single structure. To include shopping centers, office parks, and commerce parks.

Nonconforming Sign: Any sign which is not allowed under Section 9, but which, when first constructed, was legally allowed by the City of Avondale or the political subdivision then having the control and regulation over construction of signs. To retain conforming status, such signs shall be determined to be in current and continuous use.

Off-premise Sign: A sign or similar structure that portrays information and directs attention to a business, commodity, service, entertainment, or product not located on the premises upon which the sign is located.

Open House Sign: A temporary sign used to advertise the sale of a house and direct traffic to the house for sale, which can be placed off-site in proximity to the house for sale.

Parapet: The portion of a wall which extends above the roof line.

Parcel: A lot or a contiguous group of lots under common ownership and/or control, considered a single development site.

Permanent Sign: A sign that is intended to be and is so constructed as to be of lasting and enduring condition, remaining unchanged in character, condition (beyond normal wear) and position.

Political Sign: A temporary sign announcing or supporting candidates or issues in connection with any national, state, or local election.

Portable sign: Any sign not permanently affixed to the ground or structure on the premises it occupies.

Portable Religious Assembly Sign: A portable sign, often located off-site, used to display the time and date of religious services at a nearby place of worship and to direct people to said place of worship.

Plate Line: The point at which any part of the roof structure first touches or bears upon an external wall.

Pole Sign: A freestanding sign where the width of the top of the sign structure is over one hundred twenty (120) percent wider than the width of the base.

Primary Elevation: The side of a commercial, office, or industrial building or tenant suite that contains the main entrance. In instances where there is no singular main entrance, the primary elevation shall be the building's most significant side as determined by the Zoning Administrator.

Projecting sign: Any sign attached to a building or other structure that extends in whole or in part more than fifteen (15) inches beyond the building line. Where permitted by Section 9, projecting signs, excluding blade signs, shall be considered wall mounted signs for the purpose of calculating area.

Raceway: An electrical enclosure that may also serve as a mounting structure for a sign. Signs mounted to exposed raceways are prohibited.

Real Estate Sign: A temporary sign indicating the availability for sale, rent, or lease of a specific parcel, building, or portion of a building, along with contact information for the associated property owner or real estate broker.

Roof line: The highest point of the main roof structure, not including cupolas, projections or other similarly minor raised portions of the roof.

Single-tenant Monument Sign: A monument sign that identifies the name, address and tenant information of a single user development. Single tenant monument signs may not be used by freestanding pad buildings or any other businesses located within a planned shopping center.

Single User Development: Any lot and single-tenant building that is not part of a master planned development or multi-tenant non-residential development.

Sign: Any device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge or insignia of any government or governmental agency, or of any civic, charitable, religious, patriotic, fraternal or similar organization, and further not including any item of merchandise normally displayed within a show window of a merchant.

The term "sign" shall mean and include any display of any letter, numeral, figure, emblem, picture, outline, character, visible to the eye and used for the purpose of attracting attention outdoors, when display is visible beyond the boundaries of the lot or parcel of property on or over which the same is made.

Sign Area: See Section 906

Sign Height: The vertical distance measured from the adjacent street grade or upper surface of the curb, whichever permits the greatest height, to the highest point of said sign, excluding embellishment.

Sign Structure: The supports, uprights, braces, and framework of a sign.

Sign Walker: A person who wears, holds, or balances a commercial sign for the explicit purpose of promoting a business.

Special Promotion Sign: A temporary sign used to advertise a sale event or other similar special promotion. Grand opening signs can take the form of pennants, banners, flags, inflatables,

character or product likenesses, attention attracting media and devices, and other inanimate non-merchandise displays. Search lights may also be used.

Stroke Width: The width of the major lines comprising a letterform. A wider stroke width is used to make a bolder letter; a narrower stroke width is used to make a lighter letter.

Subdivision Identification Sign: A sign, by means of symbol or name, identifies a residential community. Subdivision identification signs shall not include information used for a commercial purpose, including leasing rates, phone numbers, or similar.

Temporary Sign: A sign not intended or designed for permanent display.

Theater Sign: A variable message sign used by motion picture and performing arts theaters to announce current attractions, show times, and on-site events.

Variable Message Sign: A sign or portion of a sign designed to allow the immediate and frequent change of copy by manual, mechanical, or electronic means.

Vehicle Sign: A sign mounted, pasted, painted, or drawn on any vehicle, whether motorized or drawn, that is placed, parked, or maintained at one particular location for the express purpose and intent of promotion or conveying an advertising message.

Wall Mounted Sign: A sign mounted to the wall of a building or structure.

Way-finding Sign: A temporary, removable sign intended to allow businesses located within pedestrian-oriented environments to identify a business name and/or the service being provided.

Window Sign: A sign affixed to the interior or exterior of a window, or any sign located inside a building within six (6) feet of the interior side of the window and displayed so as to attract the attention of persons outside the building.

Formatting Type:	Meaning	Example
Strikethrough	Text Deleted	~~Deleted Existing Text~~
Underline	Text Added	Added New Text
No formatting	Text unchanged	No change to text
Parenthetical Note	Denotes moved text and the section from which that text has been moved	(Current 908.B.2)
Bracketed Note	Provides explanation of changes in instances where strikethrough/underline is infeasible.	[The proposed language differs from the existing provision…….]

SECTION 9 ~~SIGN ORDINANCE~~ SIGNS

901 PURPOSE

The purpose of this ~~Ordinance~~ Section 9 is to regulate signs, as defined herein ~~in Section 908~~, in order to:

A. Preserve and protect the public health, safety, and welfare within the City of Avondale.

B. Maintain a balance between the needs of the business community to promote visibility of their enterprises and the desire of Avondale citizens for high quality development within the City.

~~B. Encourage development of private property in harmony with the desired character of the city, while providing due regard for the public and private interests involved;~~

C. Promote the effectiveness of signs by preventing visual clutter ~~their over-concentration~~, improper placement, and excessive size.

D. Protect pedestrians and motorists within the City of Avondale from damage or injury caused, or partially attributable, to the distraction and obstructions which are caused by improperly located ~~situated~~ signs, and poorly constructed signs.

~~D. Protect the general public from damage and injury which may be caused by the faulty and uncontrolled construction of signs within the City of Avondale; and~~

E. Promote proper maintenance of signage to ensure continued safety and visual appearance.

902 REQUIREMENT OF CONFORMITY (Current 903)

It shall be a violation of ~~this~~ the Zoning Ordinance for a sign to be placed or maintained within the City of Avondale except as provided by this ~~Ordinance~~ Section 9.

903 INTERPRETATION OF AVONDALE SIGN REGULATIONS (Current 902)

A. The provisions of this ~~Ordinance~~ Section 9 shall apply to the erection, construction, alteration, use, location, and maintenance of all signs within the City of Avondale, ~~except as specified in Sections 904, 905, and 906.~~ (Current 902.B)

B. ~~A.~~ Where there is a conflict between provisions of this ~~Ordinance~~ Section 9 and provisions of other regulations of the City of Avondale, the provisions of this ~~Ordinance~~ Section 9 shall take precedence ~~apply~~. (Current 902.A)

C. ~~If any court of competent jurisdiction determines any provision of this Ordinance to be invalid, such determination shall not affect any other provision of this Ordinance not specifically included in the court's judgment. If any court of competent jurisdiction determines any provision of this Ordinance to be invalid as applied to any particular sign, such determination shall not affect the application of such provision to any other sign not specifically included in the court's judgment.~~ (Current 902.C and 902.D)

904 COMPREHENSIVE SIGN PLANS

~~907.D A comprehensive sign plan may be submitted by any applicant utilizing the city's Planned Area Development District (PADD); or by the developer of a shopping center or an industrial park. Such a plan shall include the color, lighting, and orientation of all proposed signs, in addition to any other information deemed necessary, and may be submitted in conjunction with the required preliminary site plan for the development. The Planning Commission may approve such a comprehensive sign plan, upon finding that the sign areas and densities shown on the plan are in conformity with the requirements of this ordinance, and that the proposed signage will result in an improved relationship between the various parts of the plan.~~ [Comprehensive Sign Plans are currently discussed in a single provision, above, in Section 907.D, General Provisions]

A. Purpose: To ensure design compatibility between all signage on a master planned site.

B. A comprehensive sign plan must be submitted by any applicant proposing to develop or redevelop a project within the City and shall be considered a required component of any preliminary site plan or preliminary plat application. The densities, height, and sign area for all signage shown within the comprehensive sign plan shall be in conformance with the requirements of this Section 9 unless otherwise specified as part of an approved Planned Area Development (PAD).

C. A comprehensive sign plan shall, at a minimum, include the following items:

1. Authorization from property owner.

2. A statement of design indicating how the proposal meets City requirements for continuity and design. The applicant shall identify common themes along with a limited set of colors, materials, illumination methods, and fonts which complement the proposed building architecture.

3. A site plan identifying the location of all freestanding signs associated with the project.

4. Final elevations/details, in color, showing the dimensions, materials, colors, design, method of illumination, and ground plane treatment for all proposed freestanding signs.

5. Building elevations denoting the areas designated for wall mounted signage.

6. Typical elevations/details, in color, showing the materials, colors, fonts, method of mounting, and method of illumination for a typical wall mounted sign. If multiple letter types are proposed, the sign plan shall include a detail for each possible type.

7. Written sign standards and requirements, addressing items including but not limited to, temporary signage, window signage, and prohibited signage.

8. Any additional materials required by the Development Services Director or authorized designee.

D. Comprehensive sign plans proposing freeway pylon signs shall include the following additional support materials:

1. Computer photo simulations or other professionally rendered perspectives, to scale, in which the proposed freeway pylon sign is depicted on the site as if the freeway pylon sign was already in place. Simulations shall be provided from the following vantage points:

   a. View of the freeway pylon sign from the same side of the freeway as the proposed freeway pylon sign at a location one quarter of a mile (1/4 mile or 1320') away from the beginning of the freeway off-ramp closest to the proposed sign location.

   b. View of the freeway pylon sign from the same side of the freeway as the proposed freeway pylon sign at the beginning of the freeway off-ramp closest to the proposed sign location.

   c. View of the freeway pylon sign from the opposite side of the freeway as the proposed freeway pylon sign at a location one quarter of a mile (1/4 mile or

1320') away from the beginning of the freeway off-ramp closest to the proposed sign location.

d. View of the freeway pylon sign from the opposite side of the freeway as the proposed freeway pylon sign at the beginning of the off-ramp closest to the proposed sign location.

e. View of the freeway pylon sign from the residential subdivision closest to the proposed freeway pylon sign location.

f. Any additional simulations or renderings from other perspectives or heights, as required by City staff on a case-by-case basis.

2. Photographs documenting empirical observation (e.g. field test with crane and balloon). The empirical observation shall document at minimum four (4) possible freeway pylon sign heights (the proposed height plus two (2) lower and one (1) higher than proposed).

a. Each documented option shall differ a minimum of ten (10) feet from the next option.

b. Written notice of the empirical test shall be made to the Development Services Department ten (10) working days in advance of the test date. The test date shall fall between Monday and Thursday.

c. The empirical test shall be observed or verified by the Development Services Director or authorized designee.

d. Heights shown in the empirical observation shall be confirmed by an independent source, who may be the Development Services Director or authorized designee.

e. The device used to confirm the proposed heights shall have sufficient size and substance so as to provide a comparable sense of scale for the proposed sign.

f. If balloons are used, methods to limit wind drift shall be utilized, such as tethering.

E. A comprehensive sign plan must be approved prior to or in conjunction with a preliminary site plan or preliminary plat for any given project. Amendments to an approved comprehensive sign plan which meet all requirements of this Section 9 shall be approved administratively.

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905 GENERAL REQUIREMENTS ~~PROVISIONS~~. (Current 907)

A. The following location requirements shall apply to all signs, excluding signs required for public/governmental purposes: (Current 907.M)

1. No sign or sign structure shall be erected or maintained in the public right-of-way, within an easement (other than an easement specifically for a sign), or be attached to any street light, street sign, traffic signal, utility pole, utility box, fire hydrant, bus shelter or other structure in the public right-of-way except where explicitly allowed by this Section 9 ~~except as provided hereafter in this ordinance~~. (Current 907.M.5; See also 914.B.1)

2. When explicitly allowed by this Section 9, temporary signs within the right-of-way shall be placed at least one (1) foot behind the sidewalk ~~when otherwise allowed adjacent to a public or private street~~. The sign shall be placed at least five (5) feet behind the back of curb if no sidewalk exists. If no sidewalk or curb exists, the sign shall be placed at least five (5) feet behind the edge of pavement. (Current 914.B.3)

3. No sign or sign structure shall be erected in such a manner that any portion of its surface or supports will interfere in any way with the free use of any street, sidewalk, fire escape, fire lane, exit, or accessible route ~~standpipe~~, as defined in the most current Americans with Disabilities Act Accessibility Guidelines (ADAAG). (Current 907.M.1)

4. No sign or sign structure ~~Temporary signs~~ shall ~~not~~ obstruct any street, sidewalk, private driveway, drive aisle, parking space, ~~fire lane, street, sidewalk,~~ pedestrian path, or trail. (Current 914.B.2)

5. No ~~person, firm, or corporation shall erect or cause to be erected any~~ sign or sign structure shall project into or ~~which projects~~ over any public sidewalk, street, alley, or other public place except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts. Within the CC and OTAB Districts, signs which project over public sidewalks a maximum of eight (8) feet may be approved if they meet aesthetic and safety requirements for their respective districts. (Current 907.M.3)

6. No sign or sign structure shall obstruct traffic by obscuring the vision of motorists ~~as determined by the city traffic engineer.~~ ~~914.B.4~~ A minimum sight distance triangle of thirty-three (33) ~~twenty-five (25)~~ feet shall be maintained at all street and driveway intersections; larger sight distance triangles may be deemed necessary by the City Engineer. (Current 907.M.2)

7. ~~No wall mounted sign shall be allowed to extend above the roofline.~~ No permanent sign or sign structure shall extend above a building's parapet except within the City Center (CC) Zoning District. Within the CC District, no sign shall extend above the building's parapet more than ten (10) feet. (Current 909.B.1)

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8. No permanent free-standing ~~on-premise~~ sign or permanent freestanding sign structure shall be located within five (5) feet of an interior property line ~~with the leading edge.~~ (Current 907.C)

9. No illuminated wall mounted sign shall be permitted on a building elevation abutting any residential District or use unless separated by a public street.

10. No temporary sign ~~signs~~ shall ~~not~~ be placed on, attached to, or hung from any permanent ~~freestanding~~ sign. (Current 914.B.6)

11. No temporary sign or display shall be placed on the roof of any building. (Current 914.E.3.c.iii)

12. No sign or sign structure ~~Temporary signs~~ may be placed ~~displayed~~ on private property without expressed, written consent ~~only with the permission~~ of the landowner ~~property owner~~. (Current 914.B.5)

B. No sign ~~Temporary Signs~~ shall ~~not~~ be animated by ~~human,~~ mechanical or atmospheric ~~other~~ means, except where explicitly allowed by this Section 9. This shall not prevent the use of searchlights allowed in conjunction with special events and promotions, as regulated by Section 7 of this Ordinance. (Current 914.B.7)

C. Sign Walkers shall be permitted subject to the following restrictions:

~~Temporary signs shall not be animated by human…….means.~~ (Current 914.B.7)
~~Displays shall not be animated by human…….means.~~ (Current 914.E.3.c.i.)

1. A temporary sign permit shall be required for sign walkers:

   a. Each permit shall be valid for up to one (1) year and may cover up to five (5) individual sign walkers. Additional temporary sign permits will be required for every additional five (5) sign walkers.

   b. The completed temporary sign permit application shall identify the approximate location of all sign walkers.

   c. Violation of the terms of this Subsection 905.C by any sign walker shall result in a revocation of all sign walker permits for the business being advertised by the person(s) in violation as well as the business employing the person(s) in violation, if different from the business being advertised. No new sign walker permits for said businesses shall be issued for one (1) year from the date of violation.

2. Sign walkers shall be permitted only during daylight hours.

3. It shall be prohibited for any sign walker to twirl, spin, throw, or otherwise animate a sign for the purpose of attracting the attention of the public. The normal movements

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of a sign which occur as a result of a person walking with, carrying, or balancing a sign will not constitute a violation of this provision.

4. It shall be prohibited for any sign walker to locate within a public street or median. When located within the public right-of-way adjacent to a street, sign walkers must remain a minimum of five (5) feet in back of the street curb line. A width of contiguous sidewalk shall be maintained unobstructed in accordance with ADA requirements. If no curb is present, sign walkers shall locate no closer than five (5) feet to the edge of pavement.

5. No tent, ramada, patio umbrella, or other temporary structure or device may be set up within the public right-of-way, in a location which causes any portion of the tent, ramada, patio umbrella, or other temporary structure to project into the public right-of-way, or within a site visibility triangle.

6. Sign walkers may locate on private property with permission of the private property owner. Sign walkers shall not locate in any drive aisle, entrance, exit, or other area designed and designated for vehicular circulation. If located on a private sidewalk, a width of contiguous pavement shall be maintained unobstructed in accordance with ADA requirements.

906 CALCULATION OF SIGN AREA.

A. The area of a sign shall be calculated by using a combination of no more than two (2) parallelograms, ellipses, and/or triangles which enclose the extreme limits of the advertising message. Any frame, material, color, or condition which forms an integral part of the display and is used to differentiate such sign from the wall or background against which it is displayed shall also be calculated towards the area of the sign.

[The proposed language discussing the manner in which sign area is calculated, above, has been simplified but remains in all intents and purposes unchanged from the current method, below:]

~~"Area of a Sign" shall mean the entire area within a single continuous perimeter composed of parallelograms, circles, elipses, trapezoids, and triangles, or a combination of two (2) of the above or regular portions thereof, per sign panel which enclose the extreme limits of the advertising message, announcement, declarations, display, illustration, insignia, surface or space of a similar nature; together with any frame or other material, color, or condition which forms an integral part of the display and is used to differentiate such sign from the wall or background against which it is displayed…….Further, where a sign consists only of individual letters, numerals, symbols, or other similar components and is painted on or attached flat against the wall of a building, and where such individual components are without an integrated background definition and are not within a circumscribed frame area, the total sign area of the sign shall be the sum of the areas of the squares or rectangles surrounding each individual component.~~
(Current 908 "Area of Sign")

B. Where a sign message consists of separate and individual letters, modules, or symbols, each portion of said sign message shall not be considered as a separate sign ~~one sign panel~~. (Portion of current 907.J)

C. The necessary supports or uprights on which any freestanding ~~such~~ sign is placed shall be ~~are~~ excluded from a ~~the~~ sign area calculation. (Portion of current 908 "Area of Sign")

D. Only one (1) face of a double-faced sign shall be considered in determining its sign area, except that both sides shall be counted in instances where the distance between faces exceeds six (6) feet. ~~Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that only one face of a double-faced sign shall be considered in determining the sign area when both faces are parallel and the distance between faces does not exceed two (2) feet~~ (Portion of current 908 "Area of Sign")

E. Where permitted by this Section 9, multi-tenant monument signs ~~a freestanding sign~~ may consist of more than one (1) sign panel provided all such sign panels are attached to one common integrated sign structure. ~~The total area of all such sign panels shall not exceed the maximum allowable sign area specified for a free standing sign on said parcel.~~ The calculation of area of a multi-tenant sign shall include all tenant panels and project identification information, excluding the portion(s) of a sign dedicated to providing the street number and/or address of the development site; provided, however, that this exclusion for the street number or address shall not apply to street numbers used as part of the business name. (Portion of current 907.J)

F. Where signs are of a three-dimensional, round, or other solid shape, the largest cross-section viewed as a flat projection shall be used for the purpose of determining the sign area. Signs visible from more than one direction or without clearly defined sign faces shall be considered as having two faces and each face calculated in the total allowable area. ~~Where statuary, either real or simulated, is used as a sign, the area of said sign shall be the three vertical sides of the smallest right rectangle enclosing the figure that is most visible from the public right-of-way.~~ (Portion of Current 908 "Area of Sign")

907 PERMANENT SIGN DESIGN, ILLUMINATION, AND CONSTRUCTION.

A. General

1. All permanent signs shall be designed to conform to the standards set forth in the applicable Design Manual for Commercial, Industrial, and Multi-Family Residential Development. In addition, signage for projects within the Old Town Avondale Business (OTAB) Zoning District shall adhere to the Old Town Avondale Business District Design Guidelines and signage for projects within the City Center (CC) Zoning District shall adhere to Design Manual for the City Center.

2. ~~The light source of an indirectly illuminated sign shall not be visible beyond the lot boundary.~~ The lighting ~~light~~ source of a directly illuminated sign shall not be visible

to any residential district adjacent to the lot or parcel on which said sign is located. (Current 907.B)

3. The use of reflective material is prohibited.

~~In order to encourage and promote a harmonious relationship between buildings and signs, the Planning Commission shall have the authority to review and recommend issuance of a special use permit for signs which are designed into and are a part of an integrated architectural feature of a building where the provisions of this ordinance would otherwise prohibit such signs. In making such findings, the commission shall determine that the overall signage in such a request shall not undermine the sign area and height standards provided in this ordinance. Final approval of such request for said special use permit shall be made by the City Council.~~ (Current 907.F) [Stricken because the City has no such "Special Use Permit" process referred to in this article]

B. Freestanding Signs

1. All permanent freestanding signs shall be situated perpendicular to the street, excluding low profile wall identification signs which may be situated parallel to a street. ~~When a sign is erected at the street corner of a parcel, or at a building front corner, and is situated at an angle so as to be visible from both streets or both frontages, said sign shall not exceed the maximum area for the longest front footage of building occupancy or street frontage.~~ (Current 907.I)

2. All permanent freestanding signs shall be monument style only and shall complement ~~match~~ the site architecture. (Current 907.K; See also 909.D.3.b.(2))

3. ~~For freestanding signs, a landscaped area~~ Landscaping shall be provided at the base of all permanent ~~the~~ freestanding signage ~~sign~~ at a rate of four (4) square feet of landscaping for each one (1) square foot of sign area. A minimum of seventy-five (75) percent of the required landscape area shall be covered with vegetative plant material. (Current 909.B.1.c – See also Sections 909.A.1.c, 909.A.2.c, 909.A.3.c, 909.A.4.a, 909.D.1.a.(4) and 909.D.3.a.(4))

C. Wall and Building Mounted Signs

1. Wall mounted box-cabinet signs greater than six (6) square feet in area shall be prohibited. Wall mounted custom cabinet signs over six (6) square feet are permitted in accordance with the custom cabinet sign specifications contained within the Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

2. Signs mounted to wall mounted exposed raceways are prohibited unless structural limitations make other mounting alternatives infeasible, as determined by the Development Services Director or authorized designee.

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3. No sign shall be painted directly onto building facades or walls, except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts, where graphic logos painted directly on facades may be permitted if the Development Services Director or authorized designee can determine that the proposed painted sign will be of a professional, artistic caliber. No text shall be painted on a building wall for the purposes of advertising a business or product except as an integral part of an approved graphic logo.

4. No sign shall be painted on, mounted to, or affixed in any way to an awning and/or canopy, except within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts. Interior illuminated awning signs are prohibited in all districts.

D. Variable Message Signs (Current 909.D.5)

1. Variable message signs using ~~plastic zip track or other method of~~ replaceable lettering shall have a secured, clear plastic ~~or lexan~~ cover, or equivalent. (Current 909.D.5.a.iii)

2. ~~all~~ Variable message signs shall have static displays. Video ~~screens~~, animation, and special effects such as traveling, scrolling, fading, dissolving, and bursting shall not be permitted. Static message displays shall not change ~~be changed~~ more than once every eight (8) ~~fifteen (15)~~ seconds. (Current 909.D.5.a.iv and 909.D.5.a.v)

3. Variable message signs which incorporate electronic message displays shall not increase the brightness level by more then 0.3 foot candles over ambient brightness levels, to be measured as follows

   a. With the sign off or displaying black copy, a foot candle meter shall be used to record the ambient light reading for an area. Said measurement shall occur at least 30 minutes after sunset, from a distance which varies based upon the size of the sign, as follows:

Size of Sign	0-100 SF	101-350 SF	351-650 SF	651-1000 SF	1001+ SF
Distance for Measurement	100 feet	150 feet	200 feet	250 feet	350 feet

   b. With the sign on and displaying full white copy, a second measurement shall be taken from the exact location of the ambient level reading.

   c. A difference between the first and second reading of less than 0.30 foot candles is acceptable. Any sign in which the difference between the first and second reading is 0.30 or greater shall be in violation of this Ordinance. Signs in violation of this Ordinance shall be shut off until they are adjusted to meet the conditions herein.

4. Variable message signs which incorporate electronic message displays are required to have an automatic dimmer control to allow for automatic dimming of the intensity of the sign illumination and accommodate varying light conditions.

5. Any permitted variable message sign that malfunctions, fails, or ceases to operate in its usual or normal programmed manner shall be repaired or disconnected within forty-eight (48) hours by the owner or operator of such sign.

908 TEMPORARY SIGN DESIGN, ILLUMINATION, AND CONSTRUCTION.

A. Where permitted, temporary ~~portable~~ signs shall be constructed of durable and weather-resistant materials~~, placed at grade level,~~ and be anchored, weighted, or tied down to avoid being displaced in windy conditions. All balloons and inflatable structures shall be tethered. ~~as determined at the time of permit approval.~~ (Current 914.C.1 and 914.E.3.c.iv; see also Section 914.C.2.b)

B. Where permitted, temporary signs shall not be illuminated except when the illumination is approved in conjunction with a temporary use pursuant to Section 1 ~~113~~ of this Ordinance. This provision shall not prevent the use of searchlights allowed in conjunction with special events and promotions as regulated by Section 7 of this Ordinance. (Current 914.B.8)

C. Attachments to any permitted temporary sign ~~portable signs~~, including but not limited to balloons and ribbons, are prohibited. (Current 914.C.3)

909 NONCONFORMING SIGNS. (Current 905)

A. ~~Any nonconforming sign, as defined in this Ordinance, may be continued in use, and~~ Reasonable repair and maintenance of nonconforming signs shall be allowed ~~made to same~~. In the event ~~If~~ a nonconforming sign is damaged or vandalized, the nonconforming ~~such~~ sign must be restored to its previous condition ~~in a like manner~~ within one-hundred and twenty (120) ~~sixty (60)~~ days or the nonconforming status of the sign shall be forfeited ~~it shall lose its nonconforming status.~~ (Current 905.A and Portion of Current 905.B)

B. If any entity that utilizes a non-conforming sign ceases operation for a period of one-hundred and twenty (120) days, the nonconforming status of the sign shall be forfeited.

C. Not later than 60 days after forfeiture of nonconforming status, such nonconforming signs shall be removed at the property owner's expense. ~~or the noncoforming signs shall be replaced with signs that are in compliance with this ordinance.~~ Any forfeited nonconforming sign not removed within this sixty (60) day period shall be considered an abandoned sign for the purpose of enforcement. (Portion of Current 905.B)

910 CLASSIC SIGNS

A. Eligibility

1. Any person or the City may apply for designation of an existing or proposed sign as a classic sign. Classic signs are exempt from area, setback, height, lighting, movement, flashing, placement, type, content and construction materials requirements of this Section 9.

2. To qualify for designation as a classic sign, the sign must meet all four of the following criteria:

   a. Be (1) at least twenty-five (25) years old, (2) be a replica of a sign that had been displayed for at least ten (10) years prior to 1970 and for which photographic or illustrative evidence of the sign to be reproduced exists or (3) be a replica of a sign which had previously served a historic building and for which photographic or illustrative evidence of the sign to be reproduced exists.

   b. Be located within the City's Revitalization Area, a map of which is on file in the Development Services Department, Planning Division.

   c. Possess unique physical design characteristics, such as configuration, message, color, texture, etc.

   d. Be of extraordinary significance to the City's history and identity, regardless of the use identified by the sign.

B. Application

1. An application for classic sign status must include plans for sign maintenance, renovation and/or possible reconstruction, acceptable to the Zoning Administrator.

2. Application for classic sign status must be made to the Development Services Department, whose representative shall place the item on a Planning Commission meeting agenda and presents his/her recommendations to the Planning Commission at an advertised public hearing. The hearing shall be advertised through a 1/8 page legal advertisement in the local newspaper; no mailing or posting shall be required.

3. The Planning Commission shall review the application and forward a recommendation of approval or denial to the City Council for its consideration. The City Council may approve, approve with modifications or stipulations, or deny the application in its sole discretion.

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4. Classic signs approved through the process outlined above shall be considered conforming signs in perpetuity and shall not be subject to the non-conforming sign section of this Ordinance.

C. Maintenance

The owner of a classic sign must ensure that the sign is not structurally dangerous, a fire hazard, an electrical shock hazard, or any other kind of hazard. Classic signs may be rebuilt if damaged.

D. Designated Classic Signs

A list of designated classic signs shall be maintained by the Development Services Department, Planning Division. Said list shall be updated by the Zoning Administrator or his/her designee within 30 days of each classic sign designated by the City Council.

911 ~~EXCEPTIONS AND~~ PROHIBITED SIGNS (Current 904)

[Current Section 904.A, Exceptions, was eliminated. This current section exempts certain sign types from complying with any provisions of the Ordinance, including location. For example, the current Ordinance would exempt a holiday banner from the requirement that it not be attached to a street light pole. As a result, all sign types listed as "excepted" have all been moved to new Section 911, Signs Authorized Without Permits. The revised Ordinance does not impose any conditions in regards to size, etc. on these formerly excepted signs; it simply ensures that they be located in appropriate locations to ensure safe conditions]

~~A.~~ The following signs are prohibited: ~~Except as non-conforming uses, signs which are prohibited include:~~ (Current 904.B)

1. Abandoned Signs.

2. Outlining of a building by means of exposed incandescent lighting. (Current 904.B.1)

3. Vehicle signs. ~~except for advertising or identification markers which are painted on or permanently attached to a business or commercial vehicle. Vehicle with vehicle signs as authorized by this ordinance shall not be primarily or consistently parked for the display of sign message.~~ (Current 904.B.2; See new definition for "vehicle signs" for more detailed information)

4. ~~All permanent~~ Off-premise ~~(billboard)~~ signs, except where explicitly allowed by this Ordinance. (Current 904.B.3)

5. Variable Message Signs, except where explicitly allowed by this Ordinance. ~~Variable message signs are prohibited unless specifically authorized by this section. This includes time and temperature signs.~~ (Current 909.D.5.a.i)

6. ~~Freestanding~~ Pole Signs (Current 904.B.4)

7. Illegal Signs, as defined by this Ordinance, excluding signs required for governmental purposes.

912 SIGNS AUTHORIZED WITHOUT PERMITS. (Current 906; See also Current Section 914.D, Temporary Signs Allowed Without a Permit)

A. Permits shall not be required for the following signs or situations; provided, however, that such signs shall be subject to any and all applicable provisions of this Ordinance.

1. Standard sign maintenance ~~other than the changing of sign wording or composition (except changeable copy signs).~~ (Current 906.A.2)

2. Sign relocation as required by the City. (Current 906.A.3)

3. Flags, pennants, or insignias of any nation, state, county, city or other government entity ~~church~~ or religious organization. (Current 904.A.1 – exception sign)

   ~~Tablets, grave markers, headstones, statuary or re-rememberances of persons or events non-commercial in nature.~~ (Current 904.A.2 – exception sign)

   ~~Works of fine arts when not displayed in conjunction with a commercial enterprise where direct commercial gain may be derived from such display.~~ (Current 904.A.3 – exception sign)

4. Temporary decorations ~~or~~, displays ~~(banners)~~, or banners celebrating the occasion of ~~traditionally accepted~~ recognized patriotic, religious or local holidays or events. (Current 904.A.4 – exception sign)

5. ~~The erection, construction, and maintenance of~~ Official traffic, fire, and police signs, both temporary and permanent, including but not limited to, changeable message signs, traffic control signs, street signs, traffic signals and devices and markings of the State of Arizona and the City of Avondale or other authorized public agency, or the posting of notices as required by law. (Current 904.A.5 – exception sign)

   ~~Name plates for residential use less than four (4) square feet or less in sign area not otherwise prohibited by this Ordinance.~~ (Current 906.A.1)

6. Window Signs (Current Section 914.D.3; See also Section 909.B.5,)

   a. Temporary window signs are permitted in ~~all~~ commercial and employment ~~industrial~~ districts only. The window sign(s) may be displayed for a period not to exceed thirty (30) days. (Current 914.D.3.a and a portion of Current 909.B.5)

b. The total sign area shall not exceed twenty-five (25) percent of the window area of each window. (Current 914.D.3.b)

c. Window signs shall not be placed on required exit doors. (Current 914.D.3.c)

~~Not withstanding the provisions above, no more than two (2) temporary signs may be painted on or otherwise displayed from the surface of any window.~~ (Portion of Current 909.B.5)

~~The area of said signs shall be deducted from the total allowed sign area.~~ (Portion of Current 909.B.5).

7. Non-illuminated directional or informational signs ~~which~~ that (a) do not include directions to commercial establishments, and ~~which~~ (b), do not exceed three (3) feet in height and six (6) square feet in area. The width of the sign at its base shall be equal to or greater than the width of the sign at its top. (Current 904.A.6 – exception sign)

8. Political Signs (Current 914.D.1)

a. For parcels or lots less than one (1) acre located in a residential zoning district ~~districts~~, the maximum sign area of a political sign shall be sixteen (16) square feet and the maximum height shall be five (5) feet ~~on parcels less than one (1) acre.~~ For parcels or lots greater than one (1) acre ~~one (1) acre or larger~~ located in a residential zoning district, and for parcels located in commercial and employment zoning districts ~~In non-residential districts~~, the maximum sign area shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet. (Current 914.D.1.a, 914.D.1.b, and 914.D.1.c)

b. Each candidate or ballot measure shall be limited to one (1) sign per street frontage on each lot or parcel. (Current 914.D.1.d)

~~Political signs shall not be displayed more than sixty (60) days prior to the date of the election to which they refer.~~ (Current 914.D.1.e – Removed because of conflict with state statutes)

c. Political signs shall be removed no later than ten (10) days after the date of the election to which they refer. This shall not prevent a sign displayed for a primary election to remain if the candidate is part of a subsequent general election. (Current 914.D.1.f)

d. Political signs shall be kept in a safe and well-maintained condition. Signs that are damaged, worn or neglected shall be removed or repaired within forty-eight (48) hours after the damaged, worn or neglected condition is brought to the sign owner's attention.

9. Ideological Signs (Current 914.D.2)

~~Ideological signs are allowed in all zoning districts.~~ (Current 914.D.2.a)

a. In residential districts, the maximum sign area shall be sixteen (16) square feet and the maximum height shall be five (5) feet. In commercial and employment ~~non-residential~~ districts, the maximum sign area shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet. (Current 914.D.2.b and 914.D.2.c)

b. One ideological sign shall be allowed per lot or parcel. (Current 914.D.2.d)

c. Ideological signs may be displayed for up to sixty (60) consecutive days on any lot or parcel. The minimum period between displays shall be ninety (90) days. (Current 914.D.2.e)

10. Garage, Yard, and Estate Sale Signs (Current 914.D.4)

a. Temporary signs for individual garage, yard, and estate sales are permitted in all zoning districts. The maximum number of signs shall be two (2) per lot. The maximum sign area shall be four (4) square feet and the maximum height shall be three (3) feet. (Current 914.D.4.a and 914.D.4.b)

b. Sale signs may be located ~~onsite or placed~~ offsite ~~in the immediate area~~ up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the sale is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s). (Current 914.D.4.c)

c. Sale signs shall not be displayed more than twenty-four (24) hours before the start of the sale and shall be removed at the end of each sale day. (Current 914.D.4.d)

~~Sale signs shall be promptly removed after the sale.~~ (Current 914.D.4.e)

11. Real Estate Signs (Current 914.D.5)

a. Real estate signs are permitted in all zoning districts. For parcels less than one (1) acre, the maximum sign area of a real estate sign shall be ~~Each sign shall have a maximum area of~~ six (6) square feet and the ~~a~~ maximum height shall be ~~of~~ five (5) feet ~~on parcels less than one (1) acre~~. For parcels one (1) acre or larger, the ~~each sign shall have a~~ maximum sign area shall be thirty-two (32) square feet and the ~~a~~ maximum height shall be ~~of~~ eight (8) feet. (Current 914.D.5.a and 914.D.5.b)

b. One (1) sign shall be allowed for each three hundred thirty (330) feet of street frontage. The minimum distance between signs on the same parcel shall be two hundred (200) feet. (Current 914.D.5.c)

c. Real estate signs are allowed only on the property being offered for sale, lease, or rent. (Current 914.D.5.b)

12. Open House Directional Signs (Current 914.D.6)

    a. Open house directional signs are allowed in all zoning districts. The maximum sign area shall be four (4) square feet and the maximum height shall be three (3) feet. (Current 914.D.6.a and 914.D.6.c)

    b. No more than four (4) signs related to the open house may be displayed at one time. (Current 914.D.6.d)

    c. Open House Directional Signs may be located ~~onsite or placed~~ offsite ~~in the immediate area~~ up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the open house is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the with permission from property owner(s). (Current 914.D.6.b)

    d. Signs shall be displayed only when a salesperson is on duty at the open house and must be removed at the end of each sale day. (Current 914.D.6.e)

13. Contractor Signs (Current 914.D.7) [Note: "Contractor Signs" and "Construction Signs" are currently listed as separate sign types. This proposal eliminates Construction Signs (914.E.6) while maintaining "Contractor Signs"]

    a. Contractor signs are allowed on construction sites in all zoning districts once construction permits have been issued. In residential districts, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet. In commercial and employment ~~non-residential~~ districts, the sign shall have a maximum area of sixteen (16) square feet and a maximum height of eight (8) feet. (Current 914.D.7.a, 914.D.7.c, and 914.D.7.d)

    b. One (1) sign shall be allowed for each general contractor and subcontractor actively working on the construction site. (Current 914.D.7.b)

    c. All signs shall be removed prior to the issuance of a Certificate of Occupancy or final clearance on the construction site. (Current 914.D.7.e)

~~Construction Signs~~ (Current 914.E.6)

~~a. Construction signs are allowed in all zoning districts subject to obtaining a sign permit.~~

~~b. One (1) sign shall be allowed on each street frontage. The sign must pertain to the property on which it is located.~~

~~c. On parcels less than one (1) acre, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet.~~

~~d. On parcels one (1) acre or larger, the sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet.~~

~~e. A sign permit shall not be issued prior to the issuance of a building permit.~~

~~f. The sign shall be removed prior to issuance of a Certificate of Occupancy for the site.~~

14. Address Signs as follows:

a. General

1. Every building or group of buildings in any residential, commercial, or industrial zoning district shall be identified by a street number sign. ~~While no permit is required, every building or group of buildings in any residential, commercial, or industrial zoning district must be identified by a street number~~. (Portion of Current 906.B)

2. Structures located within complexes containing multiple buildings shall also be identified by a building identification number or letter.

3. Required address signs shall not count towards the total wall sign area permitted. ~~This sign shall not be computed as part of the total sign area permitted.~~ (Portion of Current 906.B)

b. Single Family Residential

All single-family residences must be identified by a street number with minimum four (4) inch high contrasting numbers with a five-eighths (5/8) inch stroke width. The address must be located to be visible from the public right-of-way.

c. Multi-Family Residential

1. Within multi-family residential complexes, the building(s) nearest the street must identify the street number of the complex with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

2. All buildings within the complex shall identify the building number/letter with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width. Buildings are required to provide two (2) or more building identification signs per each one hundred (100) feet of the length of the building elevation.

3. All buildings within the complex shall include apartment spread numbers (e.g. Units 201-210) identified with minimum seven (7) inch high contrasting numbers/letters with a one (1) inch stroke width.

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4. Each individual unit shall be identified near the unit entryway using minimum four (4) inch high contrasting numbers/letters with a five-eighths (5/8) inch minimum stroke width.

d. Commercial/Employment

1. All commercial and employment buildings shall identify the street number of the building with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

2. All commercial and employment buildings within multi-building complexes must identify the building number/letter with minimum eighteen (18) inch high contrasting numbers/letters with a three (3) inch stroke width.

3. Each individual unit shall be identified near the primary unit entryway using minimum six (6) inch high contrasting numbers/letters with a one (1) inch stroke width.

913 SIGNS AUTHORIZED ~~ALLOWED~~ WITH PERMITS. (Current 909)

A. Single Family Residential Districts (Current 909.A)

Permanent subdivision identification signs for master planned developments ~~communities~~ and/or recorded subdivisions are subject to the following: (Current 909.A.1)

1. A maximum of two (2) signs are permitted for each entry. The maximum area of such sign shall be fifty (50) square feet and the maximum height shall be six (6) ~~five (5)~~ feet. Each subdivision or master planned development shall provide a minimum of one (1) such sign at primary ingress points. (Current 909.A.1.a)

2. Signs shall be of the monument type, or consist of individually mounted letters affixed to ~~on entry~~ perimeter walls near subdivision entries. (Current 909.A.1.b.

3. Signs may include only the name of the subdivision.

~~The final location of such signs shall be approved by the Avondale Zoning Enforcement Officer.~~ (Current 909.A.1.d)

~~Said signs are permitted on arterial or collector streets only.~~ (Current 909.A.1.e)

4. Places of Worship located within Single-Family Residential Districts shall be permitted signage equivalent to the C-1 District. ~~Churches and similar religious~~

~~institutions shall be permitted entrance identification signs in accordance with subsection 909.B. of this ordinance.~~ (Current 907.A)

5. Private Schools located within Single-Family Residential Districts shall be permitted signage equivalent to the C-1 District.

6. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

~~Permanent subdivision identification signs for recorded subdivisions, subject to the following:~~ (Current 909.A.2) [Removed – Repetitive]

~~a. The maximum area of such sign shall be forty (40) square feet, and the maximum height of six (6).~~
~~b. Such signs shall be of the monument type or consist of individually mounted letters on a freestanding wall.~~
~~c. If such signs are of the monument type, they shall be located in a landscaped area of at least two (2) square feet per each one (1) square foot of sign area.~~
~~d. The final location of such signs shall be approved by the Avondale Zoning Enforcement Officer.~~

B. Multi-Family Residential Districts

Permanent identification signs for multi-family developments are allowed and shall adhere to the requirements in subsection 913.A.1. In addition, the following are also allowed in multi-family developments in the R-2, R-3, and R-4 districts: ~~In multi-family districts, the provisions of subsection 909.A.1 shall apply. In addition, identification signs for apartments and condominium complexes shall be allowed, subject to the following:~~ (Current 909.A.3)

1. One (1) directory map sign shall be permitted for each entrance to the residential development, not to exceed thirty-six (36) square feet in area with a maximum height of six (6) feet. Said directory map sign must be illuminated.

2. Signs may include only the name and address of the multi-family development.

3. Places of Worship located within Multi-Family Residential Districts shall be permitted signage equivalent to the C-1 District. ~~Churches and similar religious institutions shall be permitted entrance identification signs in accordance with subsection 909.B. of this ordinance.~~ (Current 907.A)

4. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

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~~A freestanding identification sign, not to exceed forty (40) square feet in total area, and not to exceed ten (10) feet in width or six (6) feet in height. Such signs shall be located at least five (5) feet from any property line.~~ (Current 909.A.3.a)

~~In addition to subsection a. above, a wall mounted identification sign shall be permitted not to exceed twenty four (24) square feet in area, and not to extend above the roof line.~~ (Current 909.A.3.b)

~~The final location of such signs shall be approved by the Avondale Zoning Enforcement Officer.~~ (Current 909.A.3.d)

C. Mobile Home Park District

Permanent identification signs for mobile home parks located within the MH (Mobile Home Park) district are allowed and shall conform to the provisions of subsection 913.A.1. ~~In mobile home subdivisions and mobile home parks, the provisions of subsection 909.A.1 and 909.A.2 shall apply. In addition, an identification sign for the entrance to the subdivision or park shall be permitted, not to exceed twenty-four (24) square feet in area, and not to exceed five (5) feet in height or ten (10) feet in width.~~ (Current 909.A.4)

1. Signs may include only the name and address of the mobile home park.

2. Places of Worship located within the Mobile Home Park District shall be permitted signage equivalent to the C-1 District. ~~Churches and similar religious institutions shall be permitted entrance identification signs in accordance with subsection 909.B. of this ordinance.~~ (Current 907.A)

3. It is recommended that Municipal, State, and Federal uses, and Public and Charter Schools located in Single-Family Residential Districts adhere to the signage requirements of the C-1 District.

~~The final location of such signs shall be approved by the Avondale Zoning Enforcement Officer.~~ (Current 909.A.4.b)

D. Commercial and Employment ~~Non-residential~~ Districts

1. Wall Mounted Signage

[See Current Sections 909.B.1.a, 909.D.1.b, and 909.D.3.b.(1); Summary of existing provisions: Current allowances for wall mounted signage in ALL non-residential districts are as follows: 24 square feet of wall signage for each building/tenant or 1 square foot of wall signage for each linear foot of building elevation adjacent to an arterial street, whichever is more. For non-arterial facing building buildings/tenant suites, only 24 square feet of signage is allowed. Commercial centers and PADs at least 40 acres in size within the freeway corridor are allowed 1 ½ square feet of wall mounted sign for each linear foot of storefront; again, there is no current allowance for signs on secondary

elevations or freeway facing elevations. Signage can be calculated on a maximum of three elevations if they face arterial streets. Buildings/tenants less than 50,000 square feet are allowed a maximum of 250 SF of wall signage. Buildings/tenants greater than 50,000 square feet are allowed a maximum of 500 SF of wall signage.]

a. Wall mounted signs are allowed in all commercial and employment zoning districts, as follows:

	R-O	C-O	C-1	C-2	C-3
Maximum Sign Area (Primary Elevation)	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot
Maximum Sign Area (Secondary Elevations Facing Public Streets)	None	0.50 SF per Linear Foot	0.50 SF per Linear Foot	0.50 SF per Linear Foot	0.50 SF per Linear Foot
Maximum Sign Area (Freeway Facing Elevations)	None	1.50 SF per Linear Foot	None	None	1.50 SF per Linear Foot
Maximum Sign Size	50 SF	75 SF	100 SF	200 SF	250 SF
Minimum Sign Size	18 SF	18 SF	18 SF	18 SF	18 SF
Maximum Number of Elevations with Signs	Primary Elevation Only	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential
Supplemental Design Requirements	Non-Illuminated or Indirectly Illuminated Signs Only	Additional Requirements for Buildings greater than 2 stories *(A)	None	None	None

	OTAB	Cashion	CP	A-1	CC
Maximum Sign Area (Primary Elevation)	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot
Maximum Sign Area (Secondary Elevations Facing Public Streets)	0.50 SF per Linear Foot	0.50 SF per Linear Foot	None	None	0.50 SF per Linear Foot
Maximum Sign Area (Freeway Facing Elevations)	None	None	None	None	1.50 SF per Linear Foot
Maximum Sign Size	100 SF	100 SF	75 SF	150 SF	200 SF
Minimum Sign Size	18 SF	18 SF	18 SF	18 SF	18 SF

Maximum Number of Elevations with Signs	Maximum of 3 Elevations; Illuminated signs cannot face residential	Maximum of 3 Elevations; Illuminated signs cannot face residential	Primary Elevation Only	Primary Elevation Only	No Maximum
Supplemental Design Requirements	Non-Illuminated Directly Illuminated, or Indirectly Illuminated Signs Only	None	Additional Requirements for Master Planned Commerce Parks *(B)	None	Shall comply with City Center Specific Plan Chapter 5.4.23 and Design Manual for the City Center

* (A) Excluding vertically integrated mixed use buildings which contain retail uses on the ground floor, buildings in excess of two stories shall be allowed only one (1) wall mounted sign per elevation, to be located in a sign band between the top of the upper story windows and the top of parapet. Said sign shall not be required to be located over the tenant's particular suite. ~~Buildings of more than three (3) stories shall be identified by building or building complex only~~. (Current 907.E)

*(B) Wall mounted signage for master planned commerce parks shall conform to a single color, font, and method of illumination, as approved during the design review process

b. Tenants with multiple building frontages that are eligible for wall mounted signage on two (2) or more building elevations may transfer the allowed sign area between eligible building elevations, in whole or in part. ~~The allowable square footage may be transferred to any building elevation of the building occupied by the tenant except any elevation directly adjacent to any residential area shall not have signage.~~ (Portion of current 909.B.1.a.)

c. In addition to the above, a total of three (3) square feet of non-illuminated sign area shall be permitted on each building or tenant frontage, adjacent to the primary entry. (Current 909.B.2)

d. Wall mounted signage shall not be permitted for any tenant suite that does not abut an exterior building wall.

~~Within a commercial center whose land area is a minimum of forty (40) acres, individual tenant signs shall be permitted, subject to the following restrictions:~~ (Current 909.D.3.b)

~~Two (2) wall mounted tenant identification signs, not on the same elevation, and not to exceed one and one-half (1 ½) square foot of signage area for each one (1) linear foot of storefront.~~ (Portion of Current 909.D.3.b.(1))

2. Low Profile Wall Identification Signs

a. One (1) low profile wall identification sign is permitted for each master planned development in the R-O, C-O, C-1, C-2, C-3, CP, A-1, OTAB, and Cashion Business Zoning Districts. The leading edge of a low profile wall identification

sign shall be set back at least five (5) feet from any property line and out of any site visibility lines. The maximum height and area varies depending on the district in which the sign is located, as follows:

	R-O	C-O	C-1	C-2	C-3	OTAB	Cashion	CP	A-1	CC
Maximum Height	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	Not Permitted
Maximum Sign Area	20 SF	40 SF	40 SF	60 SF.	80 SF	20 SF	40 SF	40 SF	40 SF	Not Permitted

b. A low profile wall identification sign shall display the name/logo and address of the master planned development only.

c. Final location of low profile wall identification signs shall be approved during the site plan review process.

3. Directory Signs (Current 909.B.3)

a. ~~An identification~~ Directory signs ~~sign~~ shall be permitted~~, where appropriate,~~ for multi-tenant developments within all commercial and employment districts, excluding the R-O District. The quantity and location of directory signs shall be approved during the site plan review process. ~~Location of directory signs shall be approved by the Avondale Zoning Enforcement Officer.~~ (Portion of current 909.B.3)

b. In all districts except for City Center (CC) and Old Town Avondale Business (OTAB), directory signs shall not exceed twelve (12) square feet in area and six (6) feet in height. Within the CC and OTAB districts, directory signs shall be designed at a pedestrian scale and shall not exceed ten (10) square feet in area and five (5) feet in height. (Portion of Current 909.B.3)

c. Directory signs may be building mounted or freestanding. Freestanding directory signs shall be located behind the required building ~~front yard~~ setbacks. (Portion of Current 909.B.3)

d. Directory signs shall be illuminated, either by an internal source or through the use of down lighting.

4. Single-Tenant Monument Signs

a. One (1) single-tenant monument ~~freestanding identification~~ sign shall be permitted for single-user developments within the C-O, C-1, C-2, C-3, Cashion Business, and A-1 Zoning Districts. Two (2) single-tenant monument ~~freestanding identification~~ signs shall be permitted for properties ~~whose~~ with frontage ~~exists~~ on two (2) arterial streets; provided, however, that both signs shall not be placed along the same street frontage. ~~Sign maximum allowances, however,~~

~~are not transferrable either in whole or in part from one street frontage to another.~~ (Portion of 909.B.1.b and a portion of 907.G)

b. Within the City Center (CC) Zoning District, one (1) single-tenant monument sign shall be permitted for single-user developments with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) single-tenant monument signs shall be permitted for properties that have frontage on two of the above mentioned streets; provided, however, that both signs shall not be placed along the same street frontage.

c. The maximum height and area varies depending on the district in which the sign is located, as follows: [See current section 909.B.1.b Summary of existing provisions: Single tenant monument signs, called "freestanding identification signs", are allowed in all non-residential districts. Signs are limited to a maximum of six feet in height and 40 square feet in area regardless of district.]

	C-O	C-1	C-2	C-3	Cashion	A-1	CC
Maximum Height	6 Feet	6 Feet	8 Feet	10 Feet	6 Feet	6 Feet	*Determined During Design Review*
Maximum Sign Area	40 SF	40 SF	60 SF	80 SF	40 SF	40 SF	

d. Places of Worship located within the R-O, CP, and OTAB Zoning Districts shall be permitted single tenant monument signs equivalent to the C-1 Zoning District standards contained herein.

e. No single-tenant monument sign shall be permitted for an individual user or pad site within a master planned multi-tenant development. Panels on multi-tenant monument signs shall be used in place of individual single-tenant monument signs in those instances. ~~Within a commercial center whose land area is a minimum of 40 acres, individual tenant signs shall be permitted subject to the following restrictions: Individual tenant identification monument signs may be permitted along a frontage road, or arterial street provided such signs are integrated with the overall design of the commercial center development. Such signage shall be subject to restriction as to height, area, design, and placement as deemed appropriate by City Council.~~ (Current 909.D.3.b and 909.D.3.b.3)

f. The single-tenant monument ~~On freestanding signs, the~~ sign structure may extend above the maximum allowable height ~~of the sign~~ for the purpose of architectural embellishment. Such embellishment shall not extend the height of the sign more than twenty (20) percent over the allowed sign height ~~of the height of the design~~. No ~~Shall not include thereon any~~ commercial symbol, representation, logo ~~logogram~~, insignia, illustration, or other form of advertising message may extend into the architectural embellishment portion of the sign. (Current 909.B.4)

g. The leading edge of a ~~such~~ single-tenant monument ~~freestanding identification~~ sign ~~signs~~ shall be set back at least five (5) feet from any property line ~~with the leading edge~~ and out of any site visibility lines. (Portion of current 909.B.1.b)

h. The single-tenant monument sign shall include the street number of the site. The street number shall not count against the maximum sign area allowed.

i. The final location of permitted signs ~~as cited above~~ shall be approved during the site plan review process ~~by the Avondale Zoning Enforcement Officer~~. (Current 909.B.1.d)

5. Multi-Tenant Monument Signs (Current 909.C.1)

a. Each multi-user development in the C-1, C-2, C-3, Cashion, CP, and A-1 districts ~~one (1) multi-tenant sign~~ shall be permitted one (1) multi-tenant monument sign on each street frontage~~, except as follows:~~. For properties with a ~~Two (2) signs shall be permitted on any~~ street frontage ~~with a length~~ of eight-hundred (800) feet or more, multi-tenant monument signs shall be permitted at the rate of one (1) sign per every four hundred (400) feet of frontage. Multi-tenant monument signs ~~The minimum distance between signs on the same street~~ shall be separated by a minimum distance of three hundred thirty (330) feet and may not be transferred from one street frontage to another. ~~Sign maximum allowances, however, are not transferrable either in whole or in part from one street frontage to another.~~ (Current 909.C.1, portion of current 909.C.1.a, portion of current 907.G)

b. Within the City Center (CC) Zoning District, one (1) multi-tenant monument sign shall be permitted for multiple-user developments with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) multi-tenant monument signs shall be permitted on properties which have frontage on two of the above mentioned streets; both signs cannot be placed along the same street frontage.

c. The maximum height, area, and tenant panels allowed varies depending on the district in which the sign is located, as follows: [See current section 909.C.2 Summary of existing provisions: Multi tenant signs are allowed in all commercial/industrial districts. In all districts, maximum height allowed is 12 feet, maximum area allowed is 80 square feet. Signs may have up to ten tenant panels.]

	C-1	C-2	C-3	Cashion	CP	A-1	CC
Maximum Height	8 Feet	12 Feet	14 Feet	8 Feet	8 Feet	8 Feet	*Determined During Design Review*
Maximum Sign Area	60 SF	80 SF	100 SF	60 SF	60 SF	60 SF	
Maximum Number of Tenant Panels	6	10	12	6	6	6	

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d. The multi-tenant monument sign structure may extend above the maximum allowable height for the purpose of architectural embellishment. Such embellishment shall not extend the height of the sign more than twenty (20) percent over the allowed sign height. No commercial symbol, representation, logo, insignia, illustration, or other form of advertising message may extend into the architectural embellishment portion of the sign. ~~Two additional feet may be used for architectural embellishments exclusive of signage~~. (Portion of current 909.C.2)

e. The leading edge of a multi-tenant monument sign shall be set back at least five (5) feet from any property line and out of any site visibility lines.

f. The name of the office complex, shopping center, or commerce/industrial ~~business~~ park shall be prominently included on the sign. (Portion of current 909.C.4)

g. The multi-tenant monument sign shall include the street number of the site. The street number shall not count against the maximum sign area allowed. ~~The address shall be included on the sign.~~ (Portion of 909.C.4)

h. The letters and logos used to identify individual tenants shall have a minimum height of four (4) inches. (Current 909.C.6)

~~The width of the sign base shall equal that of the sign fascia~~ (Current 909.C.7) [Proportions specified within definition for monument sign]

i. The final locations of multi-tenant monument signs shall be approved during the site plan review process.

~~Statues~~ (Current 909.B.6) [Eliminated – Only statues which are considered public art, not signage, are proposed to be allowed]

~~Statues, either real or simulated, and used for advertising and industrial purposes, are permitted in commercial and industrial districts by special use permits. Said statues shall be low profile and the area of said statue shall be deducted from the total allowable sign area.~~

6. Freeway Pylon Signs [The Ordinance currently contains two separate, conflicting standards for where freeway pylon signs are allowed. Section 909.D.1.a states that they are allowed for commercial developments on properties 30 acres or larger which are located within 1 mile of Interstate 10 and within ¼ mile of Dysart road or 99th Avenue. Section 909.D.3 allows freeway pylon signs on properties 40 acres or larger if they are located within the boundaries of the Freeway Corridor Specific Plan. Both sections list identical standards for height, area, and design]

a. General

1) Freeway pylon signs shall only be permitted as part of a comprehensive sign plan approved pursuant to Section 904 above

2) Freeway pylon signs are permitted in the C-3 and CC Zoning Districts for master planned developments encompassing a minimum of thirty (30) acres and having at least four hundred (400) linear feet of direct frontage adjacent to the Interstate-10 right-of-way. Properties that meet these requirements may be permitted one freestanding, double sided, freeway pylon sign. A second freeway pylon sign shall be permitted for properties that meet the requirements of this section and have direct freeway frontage in excess of two thousand six hundred forty (2,640) feet.

b. Location

1) Freeway pylon signs shall be located no more than fifteen (15) feet from the right-of-way line of the adjacent freeway.

2) Proposed freeway pylon signs may not be located closer than one thousand three hundred twenty feet (1,320) from an existing or approved freeway pylon sign on the same side of the freeway

3) Proposed freeway pylon signs shall be located a distance of no less than twenty (20) times the proposed actual height (including sign embellishment) of the freeway pylon sign from existing single-family residential uses. This distance shall be measured from the physical location of the freeway pylon sign to the closest point of the nearest single-family residential lot line. (Example: a seventy-one (71) foot high freeway pylon sign will require a minimum 1,420 foot setback).

c. Height and Area

1) Freeway pylon signs shall not exceed sixty-five (65) feet in height. (Current 909.D.1.a.(1) and 909.D.3.a.(1))

2) The total sign area per sign face shall not exceed eight hundred (800) square feet. ~~The total signage area, per face, shall not exceed forty-five (45) percent of the gross sign area.~~ (Current 909.D.1.a.(2) and 909.D.3.a.(2))

d. Design

1) The freeway pylon sign may identify up to six (6) individual tenants.

2) The base of a freeway pylon sign shall be no less than fifteen (15) feet wide and no greater than thirty (30) feet wide. No portion of the sign structure can exceed one-hundred thirty (130) percent the width of the base. ~~The ratio of height to width shall not exceed 2.8:1…..maximum width of twenty-three (23) feet.~~ (Current 909.D.1.a.(1) and 909.D.3.a.(1))

3) The sign area and the base must be designed and constructed using compatible themes, materials, and colors with the overall design of the development and will be evaluated during the Design Review process ~~in architectural conformity with the overall design of the commercial center~~. (Current 909.D.1.a.(3) and 909.D.3.a.(3))

4) The project or destination name of the development shall be emphasized on the freeway pylon sign. A minimum of fifteen (15) percent of the total sign area shall be devoted to the project or destination name.

5) The identification of the development name and tenant names on the sign shall be in the form of individual pan channel lettering, aluminum routed lettering with acrylic background, or other high quality sign design characteristics. Removable tenant panels made completely of acrylic or plexi-glass materials are prohibited.

6) Freeway Pylon signs shall not be externally illuminated.

e. Freeway Pylon Signs shall not incorporate electronic message displays.

f. The City Council may in its sole discretion grant a Freeway Pylon Sign Exception (FPSE) for development projects that can demonstrate exceptional design and promotion of the purpose and intent of this Section 9. An FPSE will allow for Freeway Pylon signs to vary from certain established standards. Approvals of Freeway Pylon Sign Exceptions shall be granted at the sole and absolute discretion of the City Council. The standards that may be altered through a FPSE are exclusive to the following: ~~Within a commercial center whose land area exceeds forty (40) acres, the Council may grant an increase up to twenty (20) percent in the allowable signage heights, areas, and ratios, subject to the following restrictions: (1) any increase shall be considered on a case-by-case basis as part of a proposal for all signage for the entire commercial center. (2) Such increase shall not violate the purpose and intent of this ordinance.~~ (Current 909.D.4)

1) Sign Height, shall be no higher than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined after evaluation of the materials required by this Section 9. In no instance shall any freeway pylon sign exceed one hundred ten (110) feet.

2) Sign area, shall be no larger than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined after evaluation of the materials required by this Section 9. In no instance shall the total sign area per sign face exceed one thousand four hundred (1,400) square feet.

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3) Sign width, shall not be less than fifteen (15) feet or greater than fifty (50) feet.

4) Electronic message displays may be permitted, subject to such conditions and stipulations as required by the City Council.

7. Drive-Thru Menu Boards ~~for drive-thru restaurants~~ (Current 909.B.7)

a. In Zoning Districts where drive-thru uses are allowed, drive-thru menu board signs are permitted:

b. One (1) preview menu board and one (1) ordering menu board is allowed per drive-thru business. Such signs may be free standing or wall-mounted. (Current 909.B.7.a)

c. The maximum area for each sign shall not exceed thirty-two (32) square feet. The maximum sign height shall not exceed six (6) feet for freestanding signs. (Current 909.B.7.b and 909.B.7.c)

d. Menu board signs shall be screened from street views ~~Such signs shall not be visible from the street~~ by a combination of screen walls ~~wall~~ and ~~or~~ dense landscaping. (Current 909.B.7.d)

e. Menu boards containing speaker boxes must be located a minimum of seventy (70) feet from any residential zoning district or use and, to the extent possible, oriented away from the residential use.

8. Blade Signs

a. Blade signs are permitted in all commercial and employment districts.

b. Each user shall be permitted one (1) blade sign hung directly outside of the business's primary entrance.

c. Maximum size of blade signs shall be three (3) feet in length and one (1) foot in height and be oriented to display the message perpendicular to the face of the building. Blade signs with dimensions larger than referenced above shall be considered projecting signs and may only be permitted in Zoning Districts in which projecting signs are allowed. ~~If a shingle sign is used…… it may be placed either perpendicular or parallel to the street….~~ (Portion of Current 907.L)

d. The sign shall be suspended from a roof overhang, covered walkway or covered porch. No part of a suspended sign shall extend beyond the edge of the overhang. (Portion of Current 907.L.1)

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e. A minimum clearance of seven (7) ~~six (6)~~ feet shall be maintained between the bottom of the sign and the nearest grade or sidewalk. (Portion of Current 907.L.1)

~~The sign must consist of only the name of the individual business, building, or building complex~~. (Current 907.L.2)

9. Center Identification Wall Signs (Current 909.D.4)

a. ~~For commercial centers containing two (2) or more buildings,~~ Center identification wall signs are ~~shall be~~ permitted in all commercial and employment Zoning Districts for centers containing two (2) or more buildings, ~~subject to the following:~~ (Current 909.D.4)

b. Center identification wall signs shall only be located on building frontages that are not designed for tenant occupancy, such as over breezeways ~~that is not occupied by any tenant~~. (Current 909.D.4.a)

c. Center identification wall signs shall contain the name of the building or shopping center only. (Current 909.D.4.b)

d. Each center identification wall sign shall be allowed twenty-four (24) square feet of area or one (1) square foot of sign area for each linear foot of un-occupiable building frontage, whichever is greater. (Current 909.D.4.c)

e. The number and location of center identification wall signs shall be approved as part of the center's comprehensive ~~master~~ sign plan. (Current 909.D.4.d)

10. Freestanding Variable Message Signs for Elementary Schools, Secondary Schools, and Colleges (Current 909.D.5.c)

a. One (1) freestanding variable message sign shall be permitted in addition to any allowed freestanding identification signs on the property, subject to the requirements of this Ordinance. (Current 909.D.5.c.i.)

b. The maximum sign area shall be thirty-two (32) square feet and the maximum height shall be fourteen (14) feet. (Current 909.D.5.c.ii and 909.D.5.c.iii)

11. Variable Message Signs for Motion Picture and Performing Arts Theaters ~~Theater~~ (Current 909.D.5.e)

a. In addition to the otherwise allowable wall signage for the district in which the theater is located, theaters shall be allowed one (1) variable message ~~theater~~ sign ~~may be~~ located on the wall or marquee of a theater building. (Current 909.D.5.e.i)

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b. The sign shall not exceed seventy-five (75) square feet or the maximum allowed wall sign area, whichever is less. (Current 909.D.5.e.ii)

12. Freestanding Variable Message Signs for ~~Churches and Similar~~ Places of Worship (Current 909.D.5.b)

Freestanding identification signs for places of worship shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance. ~~Up to fifty percent (50%) of the sign area of an allowed freestanding identification sign may be used for a variable message sign.~~ (Current 909.D.5.b)

13. Freestanding Variable Message Signs for Military Veteran and Fraternal Organization Halls

Freestanding identification signs for military veteran and fraternal organization halls in the C-1, C-2, and C-3 districts shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance. ~~Up to fifty percent (50%) of the sign area of an allowed freestanding identification sign may be used for a variable message sign.~~ (Current 909.D.5.d)

14. Freestanding Variable Message Signs for Municipal Uses (Current 909.D.5.f)

Freestanding identification signs for municipal uses in all commercial and employment districts shall be allowed to use up to fifty (50) percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance. ~~Up to fifty percent (50%) of the sign area of an allowed freestanding identification sign may be used for a variable message sign.~~ (Current 909.D.5.f.i)

~~One freestanding variable message sign shall be permitted at the Civic Center and each community park, subject to City Council approval.~~ (Currently 909.D.5.f.ii)

15. Freestanding Variable Message Signs for Vehicle Fueling Stations (Current 909.D.5.g)

a. Vehicle fueling stations on independent parcels within the C-2, C-3, and A-1 zoning districts may use up to ~~fifty percent (50%) fo the allowed freestanding identification sign area or~~ twenty-four (24) square feet~~, whichever is less,~~ of an allowed single tenant monument sign for a variable message fuel price sign. (Current 909.D.5.g.i)

b. Vehicle fueling stations within the C-2, C-3, and A-1 districts that are part of a shopping center or other planned development where businesses are not permitted to have individual freestanding identification signs shall be allowed one (1) freestanding fuel price sign on each adjacent street frontage~~, subject to the~~

~~following~~: The maximum sign area shall be sixteen (16) square feet and the maximum height shall be six (6) feet. (Current 909.D.5.g.ii)

E. Permanent Off-Premise Signs (Current 909.D.2)

1. No permanent off-premise signs shall be permitted except those explicitly authorized by this subsection 913.E. (Current 909.D.2.a)

   ~~No off premise animated signs shall be permitted. Animated signs shall include human signs carried, worn, or placed on any other object, person, or animal.~~ (Current 909.D.2.b)

2. Community Kiosk Signs (Current 909.D.2.c.ii)

   a. Sign panels on city-approved kiosk structures may be permitted for the purpose of providing directional information to community facilities and attractions and residential developments including mobile home parks and apartment developments within the first two (2) years after approval of the first building permit for the site. (Current 909.D.2.c.ii.(1))

   b. Community kiosk signs shall not exceed twelve (12) feet in height and five (5) feet six (6) inches in width. (Current 909.D.2.c.ii.(2))

   c. Community kiosk signs shall be located within the public right-of-way of a major collector ~~arterial~~ or higher street classification. A right-of-way permit shall be required. (Current 909.D.2.c.ii.(3))

   d. A community kiosk location plan shall be prepared showing the site of each kiosk and shall be submitted and approved by the Development Services Department prior to issuance of a sign permit. (Current 909.D.2.c.ii.(4))

      ~~An approved community kiosk sign plan shall be resubmitted for approval every twelve (12) months.~~ (Current 909.D.2.c.ii.(5))

   e. A minimum of thirty (30) inches at the top of each kiosk sign ~~signs~~ shall be reserved for the placement of an approved city logo and a twenty-four (24) inch clearance shall be provided on the bottom of each community kiosk. (Current 909.D.2.c.ii.(6))

   f. Sign panels advertising residential developments shall not exceed eighteen (18) inches in height. (Current 909.D.2.ci.ii.(7))

      ~~No off-premise kiosk signs shall be placed within three hundred (300) feet of another, except when across the street from one another.~~ (Current 909.D.2.c.i)

~~Neighborhood Kiosk Sign~~ (Current 909.D.2.c.iii) [Eliminated; Allowing Community Kiosk Signs on Collectors made Neighborhood Kiosk Signs unnecessary]

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1. ~~Sign panels on city-approved kiosk structures may be permitted for the purpose of providing directional information to community facilities and attractions and residential development including mobile home parks and apartment developments within the first two (2) years after approval of the first building permit for the site.~~
2. ~~Neighborhood kiosk signs shall not exceed six (6) feet in height and five (5) feet six (6) inches in width.~~
3. ~~Neighborhood kiosk signs shall be located within the public right-of-way of a collector street or lower street classification.~~
4. ~~A neighborhood kiosk location plan shall be prepared showing the site of each kiosk and shall be submitted and approved by the Development Services Department prior to issuance of a sign permit.~~
5. ~~An approved community kiosk sign plan shall be resubmitted for approval every twelve (12) months.~~
6. ~~A minimum of twenty-four (24) inches at the top of each kiosk sign shall be reserved for the placement of an approved city logo and a twelve (12) inch clearance shall be provided on the bottom of each community kiosk.~~
7. ~~Sign panels advertising residential developments shall not exceed twelve (12) inches in height.~~

3. City Center Business District Signs

   a. Within the City Center (CC) District, business district signs that advertise the name of a particular district and announce special district events shall be permitted.

   b. Business district signs shall not serve as multi-tenant signs.

   c. Along arterial and collector streets, business district signs may take the form of a wall mounted sign or freestanding sign. Along all pedestrian retail and local streets within the City Center, business district signs shall be wall mounted.

   d. The maximum size, height, and design will be determined during the design review process.

4. Pedestrian Kiosk Signs

   a. Within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts, or on the campus of any college or university, pedestrian kiosk signs may be permitted for the purpose of providing directional information to community facilities and attractions, buildings, and commercial businesses within the zoning district or campus within which the sign is located, and advertising official City meetings and special events.

b. A pedestrian kiosk sign location plan shall be prepared showing the location of each kiosk and shall be submitted and approved by the Development Services Department prior to issuance of a sign permit. Pedestrian kiosk signs may be located within the public right-of-way subject to approval by the Development Services Department.

c. Pedestrian kiosk signs shall be designed at a pedestrian scale. Specific dimensions of pedestrian kiosk signs shall be reviewed and approved by the Development Services Department to ensure this condition has been met.

d. The design of all pedestrian kiosk signs located within the OTAB Zoning District shall reflect a single architectural theme. Similarly, all pedestrian kiosk signs located within a college or university campus shall reflect a single architectural theme. Within the City Center, an architectural theme may be identified for each sub-district. For the sake of creating interest, variation amongst pedestrian kiosk signs within the selected architectural themes shall be encouraged.

e. Pedestrian kiosk signs may contain the following:

1) The name and logo of the City of Avondale and/or the district in which the sign is located (e.g. Old Town; City Center)

2) A weather protected map of the campus, business district or sub-district identifying the locations of businesses, buildings, and public facilities within the district, sub-district, or campus, relative to the location of the kiosk. Maps and legends shall be updated and replaced every 4 months to reflect business openings and closings.

3) Space reserved for the advertising of official City meetings and City organized special events. Said space shall not be used as a bulletin board for want ads, classified ads, garage sale notices, or any other non-City organized event.

4) Appurtenances (e.g. weather vanes) indicating the direction and distance of City facilities. Said appurtenances shall not be used to indicate the direction of any business.

f. Pedestrian kiosk signs shall not contain signage for any business, except for a listing of the business name and location on the map and legend referenced above.

F. Temporary Signs ~~allowed only by permit~~ (Current 914.E)

~~Permitted temporary signs. Any temporary sign not specifically listed as permitted is prohibited. This prohibition shall not preclude signs required for government purposes, including but not limited to, signs for fire department access, dust control, and public hearing notices.~~ (Current 914.A) [The information contained within this provision has been condensed in the prohibited signs section, under the "illegal signs" category.]

1. Portable Religious Assembly Signs (Current 914.E.1)

   a. Temporary identification and directional signs for religious assemblies are allowed in all zoning districts subject to obtaining a temporary sign permit. The permit will be valid for up to one (1) year. (Current 914.E.1.a)

   b. The maximum sign area shall be eight (8) square feet and the maximum height shall be three (3) feet. (Current 914.E.1.b)

   c. Portable religious assembly signs may be located ~~onsite or placed~~ offsite ~~in the immediate area~~ up to two thousand six hundred forty (2,640) feet from the edge of the lot or parcel upon which the assembly is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s). (Current 914.E.1.c)

   d. Signs shall not be displayed more than twenty-four (24) hours in advance of the first assembly and must be removed promptly after the last assembly each day. (Current 914.E.1.d)

2. Interim Business Identification Banners (Current 914.E.2)

   a. Banners may be used for temporary business identification in the commercial and employment ~~industrial~~ districts subject to obtaining a temporary sign permit. A sign permit for an interim business identification banner ~~permanent wall sign must~~ may only be approved upon ~~and~~ the applicant demonstrating to City staff that ~~must be diligently pursuing the~~ substantial progress has been made toward manufacture and installation of the permanent sign. (Current 914.E.2.a and 914.E.2.b)

   b. The area of the banner shall not exceed the area permitted for the permanent wall sign. (Current 914.E.2.c)

   c. The banner shall only be placed on the wall of the tenant space occupied by the business. (Current 914.E.2.d)

   d. Interim business identification banners may be displayed only from the date a Certificate of Occupancy is issued until the date the permanent sign is installed subject to the following limitations. (Current 914.E.2.e)

      1) The initial display period shall not exceed thirty (30) days, but may be extended by the Development Services Director or designee if the applicant demonstrates ~~reasonable~~ substantial progress toward installation of the permanent sign. All extension requests and approvals shall be in writing. (Current 914.E.2.e.i.)

2) The total display period shall not exceed ninety (90) days under any circumstances. (Current 914.E.2.e.ii)

3. Grand Openings and Special Promotions (Current 914.E.3)

a. Temporary signs may be used to advertise grand openings and special promotions in all zoning districts subject to obtaining a sign permit. Grand openings and special promotion signs may include pennants, banners, ~~streamers~~, flags, ~~balloons,~~ inflatable structures, search lights, character or product likenesses, attention attracting media and devices and other non-merchandise displays. (Current 914.E.3.a and 914.E.3.b)

b. Commercial/Employment Developments ~~Business Signs~~ (Current 914.E.3.d)

1) Grand opening signs are allowed for a maximum of thirty (30) consecutive days when a new business opens, the business name changes or there is a change in business ownership. There shall be a minimum of one hundred eighty (180) days between displays. (Current 914.E.3.d.i)

2) Temporary signs may be used to advertise special promotions for a maximum of ten (10) consecutive days no more than three (3) times each calendar year. There shall be a minimum of thirty (30) days between each display. (Current 914.E.3.d.ii)

3) Lighter than air balloons shall not exceed twice the allowed building height or one hundred (100) feet, whichever is less. (Current 914.E.3.d.v)

c. Residential Developments ~~Apartment and Condominium Signs/Model Home Signs~~ (Combination of Current 914.E.3.e and 914.E.3.f)

1) Temporary signs may be used to advertise the grand ~~initial~~ opening of a model home complex, apartment complex, or residential condominium development or the conversion of an apartment complex to condominiums, for a maximum period of thirty (30) consecutive days. (Combination of current 914.E.3.e.i and 914.E.3.f.i)

2) Temporary signs may be used to advertise special promotions, such as rent specials, for a maximum of thirty (30) consecutive days no more than three (3) times each calendar year. There shall be a minimum of thirty (30) days between each display. (Combination of current 914.E.3.e.ii and 914.E.3.f.ii)

3) Lighter than air balloons shall not exceed twice the allowed building height or one hundred (100) feet whichever is less. (Current 914.E.3.c.v)

4. ~~Portable~~ Business Identification A-Frame Signs (Current 914.E.4)

a. A-Frame ~~Portable~~ signs may be used for onsite business identification and advertising in the R-O, C-O, C-1, C-2, C-3, CP, Cashion, and A-1 ~~all commercial and industrial~~ Zoning Districts subject to obtaining a sign permit. The sign permit shall be valid for a period of one (1) year, but may be renewed annually subject to City review and approval. (Current 914.E.4.a)

b. A-Frame ~~Portable~~ signs shall not exceed two (2) feet in width and three (3) feet in height. (Current 914.E.4.d)

c. One A-Frame ~~portable~~ sign shall be allowed for each business with a gross floor area of less than ten thousand (10,000) square feet. In no instance shall a business be allowed more than one (1) A-Frame sign. (Current 914.E.4.b)

~~Freestanding businesses may place a portable sign anywhere on the property not otherwise prohibited by this ordinance.~~ (Current 914.E.4.f)

d. A-Frame ~~Portable~~ signs shall not be located: (Current 914.E.4.h)

1) On a public street or public sidewalk.

2) Closer than thirty (30) feet to the edge of an access drive or street intersection right-of-way; (Current 914.E.4.h.i)

3) In raised, painted, or landscaped medians; (Current 914.E.4.h.ii)

4) Across any ~~a~~ public street from the business in which it advertises; (Current 914.E.4.h.iii)

5) In parking spaces, driveways or drive aisles; (Current 914.E.4.h.iv)

6) Where there is less than four (4) feet of clearance for pedestrian passage or at any other location that would pose a potential hazard to pedestrian traffic~~; or~~ (Current 914.E.4.h.v)

7) On top of any vehicle, structure, screen wall, boulder, or landscaping other than turf or decomposed granite. (Current 914.E.4.h.vi)

e. A-Frame signs may be located within the public right-of-way, however said signs must be placed at least one (1) foot behind the sidewalk when adjacent to a public street. If no sidewalk exists, the sign shall be placed at least five (5) feet behind the back of curb line. If no sidewalk or curb exists, then the sign shall be placed at least five (5) feet behind the edge of pavement.

f. Businesses in a shopping center or other multi-tenant complex may place an ~~a~~ A-Frame ~~portable~~ sign adjacent to the business, at the perimeter of the site, or in a landscaped common area unless otherwise prohibited by this Ordinance. (Current 914.E.4.g)

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g. The minimum separation between A-Frame ~~portable~~ signs shall be twenty (20) feet. (Current 914.E.4.c)

h. A-Frame signs must adhere to the following construction standards: ~~A-frame signs:~~ (Current 914.C.2)

1) Signs shall be constructed of not less than one-half (1/2) inch thick, high density, exterior grade material ~~compressed wood or medium density overlay board~~ with sufficient weight to withstand wind gusts and weather; (Current 914.C.2.a)

2) Signs shall have a protective water resistant coating that is impervious to weather; (Current 914.C.2.b)

~~Shall be constructed with fixed letters that are non-reflective and not interchangeable;~~ (Current 914.C.2.c)

3) Signs shall be maintained in a professional manner so as to be free of chipping paint, cracks, gouges, loss of letters and fading. (Current 914.E.2.d)

i. The sign shall be displayed only from sunrise to sunset during ~~daylight~~ hours when the business is open to the public. (Current 914.E.4.e)

5. Way-Finding Signs

a. Way-finding signs may be used for business identification and advertising in the CC and OTAB Zoning Districts subject to obtaining a sign permit. The sign permit shall be valid for a period of one (1) year, but may be renewed annually subject to City review and approval. One (1) sign is allowed per business, unless otherwise noted in this Section.

b. Way-finding signs shall be a maximum of eight (8) square feet in area, five (5) feet in height, and shall not exceed two (2) feet in width.

c. Way-finding signs shall have a substantial base and utilize a design and colors that complements a business' permanent signage. Way-finding signs shall not be A-Frame type signs.

d. Way-finding signs shall be subject to the following locational restrictions:

1) Way-finding signs may be located within the public right-of-way but shall not be affixed or otherwise attached to objects including but not limited to light poles, trees, traffic signals, benches, street signs, fencing, or bike racks

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2) Way-finding signs located on sidewalks must be situated to allow for a minimum six (6) foot wide clear pedestrian pathway to and from all building entrances and exits.

3) Signs for individual ground floor businesses shall be located within three (3) feet of the building frontage and within ten (10) feet of the business entry. Businesses above the ground floor shall locate signs within ten (10) feet of a stairway or elevator entrance.

4) Signs for courtyard entries shall be limited to one (1) sign for all businesses located in the courtyard which utilize the same common entry. Multiple businesses may collocate signage on the same sign structure. Signs shall be located within ten (10) feet of the courtyard entrance.

5) The minimum separation between Way-finding signs shall be twenty (20) feet.

G. Future Development Signs (Current 914.E.5)

a. Future development signs are allowed on undeveloped parcels in all zoning districts ~~zoned for commercial, office, or industrial use~~ subject to obtaining a sign permit. One (1) sign shall be allowed per development on each street frontage. The sign must pertain to the property on which it is located. (Current 914.E.5.a and 914.E.5.b)

b. A sign permit for a future development sign shall not be issued prior to site plan approval or preliminary plat approval. (Current 914.E.5.e)

c. On parcels less than one (1) acre, the sign shall have a maximum area of six (6) square feet and a maximum height of five (5) feet. On parcels one (1) acre or larger, the sign shall have a maximum area of thirty-two (32) square feet and a maximum height of eight (8) feet. (Current 914.E.5.c and 914.E.5.d)

d. The sign shall be removed if building permits have not been issued within one (1) year from the date the sign permit is issued. (Current 914.E.5.f)

e. The sign shall be removed prior to or concurrent with the placement of a construction sign on the site. (Current 914.E.5.g)

H. Residential Subdivision Signs (Current 914.E.7)

a. Temporary subdivision identification signs are allowed in all single family residential zoning districts subject to obtaining a sign permit. One (1) sign shall be allowed at each arterial ~~major~~ entry to the subdivision ~~as determined at the time of master sign package approval~~. The sign must pertain only to the subdivision in which it is located. (Current 914.E.7.a and 914.E.7.c)

~~A master sign package for the subdivision, including the type, number, size, and location of all temporary signs shall be approved by the City prior to the issuance of any sign permit. (Current 914.E.7.b)~~

b. A sign permit shall not be issued prior to the issuance of construction permits for homes within the subdivision. (Current 914.E.7.f)

c. The maximum sign area shall be forty-eight (48) square feet and the maximum height shall be twelve (12) feet. (Current 914.E.7.d)

d. The edges of the sign shall be boxed. (Current 914.E.7.e)

e. All signs shall be removed when the models for the subdivision close or when ninety-five (95) percent of the lots have been sold if there are no models. (Current 914.E.7.g)

I. Model Home Signs (Current 914.E.8)

a. Model home signs are permitted in all residential districts subject to obtaining a sign permit. One (1) sign shall be allowed at each model home complex within the subdivision. (Current 914.E.8.a and 914.E.8.b)

b. A sign permit shall not be issued prior to the issuance of building permits for the model homes. (Current 914.E.8.e)

c. The maximum sign area shall be forty-eight (48) square feet and the maximum height shall be twelve (12) feet. (Current 914.E.8.c)

d. The edges of the sign shall be boxed. (Current 914.E.8.d)

e. The sign shall be removed when the model home complex closes. (Current 914.E.8.f)

J. Model Home Pennants (Current 914.E.9)

a. Model home pennants are permitted in all residential districts subject to obtaining a sign permit. A maximum of ten (10) pennants shall be allowed per model home complex. (Current 914.E.9.a and 914.E.9.b)

b. The maximum pennant size shall be six (6) square feet and the maximum height at which they are flown shall be twenty (20) feet. (Current 914.E.9.c)

c. The minimum spacing between poles shall be ten (10) feet. (Current 914.E.9.d)

d. Pennants shall be removed when the model home sales office closes. (Current 914.E.9.e)

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K. Neighborhood and Community Event Signs (Current 914.E.11)

a. Neighborhood and community event signs are permitted in all zoning districts subject to obtaining a sign permit. The permit will be valid for up to one (1) year for regularly recurring neighborhood events (e.g. HOA Meetings). (Current 914.E.11.a)

b. Neighborhood and community event signs may be located offsite up to two thousand six hundred forty (2,640) feet from the edge of the lot upon which the event is being conducted; provided, however that no such sign shall be permitted within the public right-of-way and shall only be permitted on private property with permission from the property owner(s).

c. The maximum sign area shall be eight (8) square feet and the maximum height shall be (3) feet. The number of onsite and offsite signs for each event shall be determined at the time of sign permit approval. (Current 914.E.11.c and 914.E.11.b)

d. Signs shall not be displayed more than seventy-two (72) hours prior to the event. (Current 914.E.11.d)

e. All signs must be removed within twenty-four (24) hours after the event. (Current 914.E.11.e)

L. Signage for Approved Temporary Uses ~~Temporary Use Signs~~ (Current 914.E.10)

a. Onsite Identification Signs (Current 914.E.10.a)

1) Identification signs for temporary uses approved in accordance with ~~under~~ Section 1 ~~113~~ of this Ordinance are allowed in all zoning districts subject to obtaining a sign permit. One (1) onsite sign shall be allowed per street frontage. (Current 914.E.10.a.i and 914.E.10.a.ii)

2) For parcels less than one acre located in residential districts, the maximum sign area shall be sixteen (16) square feet and the maximum height shall be five (5) feet ~~on parcels less than one (1) acre~~. For residential parcels one (1) acre or larger and for all parcels within commercial or employment districts ~~in non-residential districts~~, the maximum sign area shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet. (Combination of current 914.E.10.a.iii and 914.E.10.a.iv)

3) Signs shall not be displayed more than seventy-two (72) hours prior to the start of the temporary use. (Current 914.E.10.a.v)

4) All signs must be removed promptly at the end of the temporary use. (Current 914.E.10.a.vi)

b. Traffic Directional Signs (Current 914.E.10.b)

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1) On-site traffic directional signs for temporary uses approved in accordance with ~~under~~ Section 1 ~~113~~ of this Ordinance are allowed in all zoning districts subject to obtaining a sign permit. The maximum area of each onsite sign shall be eight (8) square feet and the maximum height shall be three (3) feet. (Current 914.E.10.b.i and 914.E.10.b.ii)

2) Off-site traffic directional signs for temporary uses approved in accordance with ~~under~~ Section 1 ~~113~~ of this Ordinance are allowed when specifically required by the City. The type, location, and size of offsite directional signs shall be determined during the temporary use permit approval process. Permission from applicable property owners is required for all off-site signs. Off-site traffic directional signs shall only be displayed when the temporary use is open to the public unless otherwise authorized during the temporary use approval process. (Current 914.E.10.b.iii and 914.E.10.b.iv)

M. Street Banners (Current 914.E.12)

a. Street banners are permitted in all zoning districts subject to obtaining a right-of-way permit. (Current 914.E.12.a)

b. Street banners shall require the approval of the City's Public Information Officer and the City Engineer. (Current 914.E.12.b)

c. All banners must further the interests of the community. (Current 914.E.12.c)

d. Street banners shall only be hung from approved street light poles or other structures on brackets that meet City engineering standards. (Current 914.E.12.d)

914 SIGN PERMITTING ~~PERMITS~~. (Current Section 910)

A. General ~~Permits Required~~

1. No sign shall hereafter be erected, re-erected, constructed or altered except as provided by this ~~Ordinance~~ Section 9. Where sign permits are required, a separate permit shall be requested for a sign or signs for each business entity, and/or separate permit shall be required for each group of signs on a single supporting structure. Where signs are illuminated electrically, a separate electrical permit shall be obtained as required by the City's adopted electrical code ~~Electrical Code of the City of Avondale~~. (Current 910.A.1)

2. Nothing contained herein shall prevent the erection, construction, and maintenance of official traffic, fire and police signs, signals, devices, and markings of the State of Arizona and the City of Avondale, or other public authorities, or the posting of notices required by law. (Current 910.A.2)

B. Permit Application and Expiration (Current 910.B)

1. Except as otherwise noted in this Ordinance, it shall be unlawful for any persons to erect, alter, construct, or relocate any sign within the city without first obtaining a permit. In addition, electrical permits are required for electrical ~~electrically illuminated~~ signs. (Current 910.B.1)

2. A sign permit application shall be submitted ~~made in writing~~ to the Development Services Department ~~upon forms provided by the Avondale Building Inspector's office~~. The application shall contain the location by street and number of the proposed sign, as well as the name, address and signature of the property owner, business owner and ~~and/or~~ sign contractor. Three (3) ~~Two (2)~~ copies of plans and specifications shall be submitted with the application for each sign; one (1) copy being returned to the applicant at the time the permit is issued. All plans shall show complete details, to include size, materials, colors, method of support or attachment, name and address of the persons or firm designing said sign, and a plot plan showing location of sign on the premises. (Current 910.B.2)

3. Prior to acceptance of any Sign Permit application, the City shall collect a plan review fee in accordance with a Development Services Department fee schedule established by the City Council.

4. Within thirty (30) days of the receipt of a sign permit application, the City shall approve or deny said sign permit application. In lieu of issuing a denial of an application which does not conform to the requirements of this Section 9, the City may suggest revisions to bring the proposed sign into conformance. An applicant may, at any time, forego the revision process and request a formal approval/denial.

5. Prior to issuance of any Sign Permit required by this ~~Ordinance~~ Section 9, the City shall collect permit fees in accordance with a Development Services fee schedule established by the City Council. (Portion of Current Section 910.B.4)

6. If work for which a permit is required by this ~~Ordinance~~ Section 9 is started before a permit has been issued, the fees ~~specified above~~ shall be doubled~~; but~~ The payment of such double fee shall not relieve any persons from in the execution of the work or from any penalties prescribed herein. (Portion of Current Section 910.B.4)

7. If installation of a sign has ~~If actual work is~~ not commenced under any permit issued under the provision of this section within one-hundred eighty (180) ~~ninety (90)~~ days from the date of such permit, or upon completion of building, such permit shall become null and void. ~~If the building operations under any permit issued under this section are suspended for a period of sixty (60) days, such permit shall become null and void.~~ (Current 910.B.3)

8. All signs for which a permit is required shall be subject to the following inspections: (Current 910.B.5)

a. Footing inspection on all freestanding signs exceeding six (6) feet in height ~~fifty (50) square feet in area~~. (Current 910.B.5.a)

b. Inspection of all braces, anchors, supports, and connections, including wall signs. (Current 910.B.5.c)

c. All signs containing electrical wiring shall be subject to the City's adopted electrical code ~~Avondale Electrical Code~~; all electrical components shall bear the label of an approved testing agency. (Current 910.B.5.b)

d. Site inspection to ensure that the sign has been constructed according to approved application and a valid sign permit. (Current 910.B.5.d)

9. All temporary signs requiring permits shall be marked with a City-issued sticker denoting the ~~to show~~ permit number and expiration date. (Current 910.B.7)

~~All permanent signs regulated by this ordinance shall be marked with the maker's name and the person or firm erecting the sign, the date of installation, and the permit number. This identification shall be permanently attached to the exterior surface of the sign in a location where the information will be readily visible, legible, and accessible after installation of the sign.~~ (Current 910.B.6)

10. Each sign shall be maintained in good order and repair at all times so that it constitutes no danger or hazard to public safety. (Current 910.B.8)

~~**PERMIT FEES**~~ (Current Section 911) [Fees are listed in the Development Services Department Fee Schedule, adopted by City Council. There is no need to list fees within this Ordinance]

~~1. Fees for sign permits shall be calculated based upon the following table:~~

~~0-32 square feet $70.00 per sign~~
~~33-48 square feet $100.00 per sign~~
~~48+ square feet $150.00 per sign~~
~~Plan Review Fee $30.00 per sign~~

~~2. A comprehensive sign package is available for all signage within a development. The fee for a comprehensive sign package shall be five hundred dollars ($500.00)~~

915 SIGN DEFINITIONS. (Current Section 908) [Sign Definitions are the last section of the proposed ordinance because they will be moved to Section1, along with definitions contained in Sections 2-12, when Section 1 is updated in November]

A-Frame Sign: A temporary/portable sign constructed in such a manner as to form an "A" or tent-like shape.

Abandoned Sign: Any sign ~~which~~ that no longer correctly directs ~~or exhorts~~ a ~~any~~ person to or advertises a bona fide business, lessor, owner, product, activity conducted, or product available on the premises where such sign is displayed.

Address Sign: A sign designed to display the number or other designation assigned to a housing unit, business establishment, or other structure for purposes of mail delivery, emergency services, and so forth.

Animated Sign: Any sign which includes action, motion, or color changes of all or any part of the sign facing, requiring electrical energy or set in motion by movement of the atmosphere, excluding flags.

~~"Attached Sign" shall mean any sign which is fastened, attached, connected, or supported in whole or in part by an attached building or structure other than a sign structure which is supported wholly by the ground.~~

Banner: A temporary sign made of fabric, plastic, ~~paper,~~ or other light, pliable, weather-resistant material, not enclosed in a rigid frame~~, but mounted so as to allow movement of the sign by atmospheric movement.~~

Blade Sign: A small, pedestrian oriented sign that is hung beneath a canopy for the purpose of business identification.

Box Cabinet Sign: A sign which contains two dimensional text and/or logos painted on or otherwise affixed to a panel, usually lexan, and attached to a cabinet. This definition shall not include custom cabinet signs, which by definition include a minimum of three (3) graphic levels to create depth and add visual interest.

Building Façade: The exterior ~~space or~~ elevation of a building structure excluding any porches, overhangs, covered walkways, drive thru covers, or similar appendages.

~~"Building line" shall mean a line established by ordinance beyond which no building may extend. A building may be a property line.~~

Center Identification Wall Sign: A sign located on the exterior wall of a building used to identify only the name of a shopping center or office complex ~~place~~. Such a sign may only be placed on building frontage that is not occupied by any tenant and that is common building space, such as a common lobby or open breezeway.

Classic Sign: A sign (freestanding, building-mounted or otherwise) that is determined by the City Council to be of extraordinary significance to the City's history and identity and that possesses unique physical design characteristics.

~~"Change panel sign" shall mean a sign designed to permit immediate change of copy which may be other than the name of the business.~~

Commercial Center: Any property with a minimum land area of ten (10) acres developed with a multi-tenant office or retail development ~~which is zoned for commercial use~~.

~~"Commission" shall mean the Planning Commission of the City of Avondale.~~

Community kiosk sign: A City managed off-premise sign designed to provide directional information to residential developments, community facilities, and attractions.
Contractor Sign: A temporary sign identifying an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located.

~~"Council" shall mean the City Council of the City of Avondale.~~

Curb Line: The line at the face of the curb nearest the street or roadway. In the absence of a curb, the curb line shall be established by the City Engineer.

Custom Cabinet Sign: A sign composed of a minimum of three (3) graphic levels, each level a minimum of eight (8) inches deep, mounted to a custom, non-rectangular cabinet. Each graphic level must be opaque and contrasting in color, texture, and/or material from one another in order to create depth and dimension. Custom cabinet signs shall utilize pan channel or reverse pan channel letters for the name of the business; secondary copy and/or background graphics may be routed from the face with backup or push through acrylic. Custom cabinet signs must utilize halo illumination to provide definition to the outer edge of the cabinet.

Development Services Director: The person designated by the Avondale City Manager to oversee the planning and development related services for the City.

Directly Illuminated Sign ~~Direct Lighting~~: Any sign designed to provide artificial light through exposed lighting on the sign face, such as neon. This definition shall not include internally illuminated pan channel or other similar internally illuminated signs.

Directional Sign: A sign of non-commercial nature which indicates access to parking and loading areas or indicates traffic circulation patterns; or which indicates the location of public or educational institutions, historical areas or structures, or public parks. Directional signs shall not include the name or logo of any commercial business.

Directory Sign: A sign designed to show the relative location of several commercial activities within a shopping center, office park, commerce park, apartment complex, or other multi-tenant master planned development.

Drive-Thru Menu Board: A wall or freestanding sign that lists the products and prices of products for items available at drive-thru facilities, often containing a two way communication device used by customers to place an order.

Electrical Sign: Any sign or advertising device which has electrical wiring in or attached to it.

Electronic Message Display: A sign or portion of a sign consisting of a video screen or similar technology displaying a fixed and/or varying message and which changes through electronic means.

Embellishment: Anything that enhances the appearance of a freestanding sign without having a functional purpose. For the purpose of this Ordinance, embellishment may not include any symbol, representation, logo, insignia, illustration, or other form of advertising message for any business on site. It may contain a the name and/or symbol, representation, logo, or insignia of a master planned shopping center, office park, commerce park, or other master planned multi-tenant development. ~~Letters, figures, characters, or representations in cutouts or irregular forms or similar ornamentation whether or not attached to, affixed to, or superimposed upon, advertising signs.~~

~~"Fascia" shall mean a parapet-type wall used as part of the fascia of a flat roofed building and projecting not more than six (6) feet from the building face immediately adjacent thereto. Such a wall shall enclose at least three (3) sides of the projecting flat roof and return to a parapet wall or the building.~~

Flag: Any fabric or other flexible material designed to be flown from a flagpole or similar device.

~~"Flashing Sign" shall mean an illuminated sign which exhibits changing light or color effect by blinding or by any other means so as to provide inconstant illumination.~~

Freestanding Sign: A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.

Freeway: For the purposes of this Ordinance, freeway shall mean Interstate-10, to include all traffic lanes, ramps, appurtenances, and undeveloped or unpaved land within the ADOT right-of-way. ~~A highway, in respect to which the owners of the abutting lands have no right or easement of access to or from their abutting properties, or in respect to which such owners have only limited or restricted right or easement of access, the precise route of which has been determined and designated as a freeway by an authorized agency of the state or a political subdivision thereof. The term shall include the main traveled portions of the traffic way, and all ramps, and appurtenant land and structures.~~

~~"Freeway Commercial Corridor" shall mean those areas located within commercial and PAD districts, which abut the right-of-way of Interstate 10 and extend to a depth of up to one thousand (1,000) feet.~~

Freeway Pylon Sign: A freestanding sign designed and oriented to attract the attention of freeway drivers to a commercial or mixed-use development site directly abutting a freeway right-of-way.

~~"Front Foot (of a building or parcel of land)" shall mean the maximum width measured on a straight line parallel to the street.~~

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Fuel Price Sign: A variable message sign used by ~~commercial~~ vehicle fueling stations to identify the type, grade, and price of fuel being sold.

Future Development Sign: A temporary sign which provides information about the future development of a property and may include a depiction of an approved site plan, approved building elevations, as well as contact information for parties involved in the project.

Grand Opening Sign: A temporary sign used to indicate the opening of a new business or residential community. Grand opening signs can take the form of pennants, banners, flags, inflatables, character or product likenesses, attention attracting media and devices, and other inanimate non-merchandise displays.

~~"High rise building" shall mean any building or structure with more than four (4) stories above ground.~~

Ideological Sign: A temporary sign which announces or supports the personal views of the property owner or tenant of the parcel on which the sign is located.

Illegal sign: Any sign which does not meet at least one of the following conditions: ~~All signs except the following:~~

1. Allowed by this ~~Ordinance~~ Section 9 and not requiring a permit.
2. Allowed by this ~~Ordinance~~ Section 9 with permit and carrying a valid permit.
3. Not allowed by this ~~Ordinance~~ Section 9 but legalized by variance and proper permit.
4. Not allowed by this Section 9 but approved as part of an approved comprehensive sign plan associated with a Planned Area Development (PAD) or through an economic development agreement. ~~Allowed by this ordinance, subject to a use permit or a special use permit, providing the permit has been granted and a proper permit is in force.~~
5. A nonconforming sign as defined in this Ordinance.

~~"Incombustible material" shall mean any material which will not ignite at, or below a temperature of one thousand two hundred (1,200) degrees F. during an exposure of five (5) minutes, and which will not continue to burn or glow at that temperature.~~

Interim Business Identification Banner: A temporary banner used to identify a business only during the time period a permanent wall sign is being designed, constructed, and installed.

Interior Property Line: A recorded property line of a parcel or lot that is located within the area circumscribed by a recorded plat but not abutting public right-of-way.

Internally Illuminated Sign ~~Internal Lighting~~: A sign that contains a source of illumination located wholly ~~entirely~~ inside ~~within~~ the sign, designed to ~~which~~ make ~~makes~~ the sign content visible at night by means of light being transmitted through a translucent material, but for which the ~~wherein the~~ source of illumination is not visible.

Indirectly Illuminated Sign ~~Internal Indirect Lighting~~: A sign that contains a source of illumination wholly ~~entirely~~ within the sign which makes the design visible at night by means of

lighting the background upon which free-standing characters or letters are mounted, but for which the source of illumination is not visible. The characters or letters themselves shall be opaque, and are silhouetted against the background. ~~The source of illumination shall not be visible.~~

Leading Edge: The portion of a free standing sign or the base of the sign that is nearest to a property line.

Low Profile Wall Identification Sign: A type of wall sign identifying the name and/or address of a master planned commercial, employment, or mixed use development which is used to create a sense of place. Low profile wall identification signs shall not be used for advertising purposes.

Maintenance: The replacing or repairing of a part or portion of a sign made unusable by ordinary wear and tear or by damage beyond the control of the sign's owner.

Marquee: A permanent roof-like structure extending from part or all of the building facade over a public right-of-way and constructed of some durable material such as metal, glass, or plastic.

Master Planned Development ~~Community~~: A self-contained development under unified ownership, often with a mixture of land uses, ~~housing types, and densities,~~ planned and developed as a whole in a single phase or programmed in a determined series of phases, and in which the subdivisions and zoning controls are applied to the project as a whole rather than to individual lots.

Model Home Sign: A temporary sign which serves to draw attention to a developer's sales office and/or model home site.

Monument ~~Style~~ Sign: A freestanding sign where the base of the sign structure is on the ground or a maximum of twelve (12) inches above the adjacent grade. The width of the top of the sign structure can be no more than one hundred twenty (120) percent the width of the base. The design of monument signs shall complement the architecture of buildings on the site. In addition to tenant information, all monument signs shall contain the address of the building(s) it supports. ~~A sign in which the width of the sign base shall be equal to the sign fascia, and shall be in architectural conformity with the primary structure.~~

~~"Multi-Prism Sign" shall mean a sign made with a series of triangular vertical sections that turn and strip, or indez, to show three (3) pictures or messages in the same area.~~

Multi-Tenant Monument Sign: A f~~reestanding,~~ monument ~~style~~ sign that serves as a common or collective identification for two (2) or more uses on the same site ~~identifies the name and address of a building, office complex, business park or shopping center and multiple individual tenants.~~ In addition to tenant information and address, multi-tenant monument signs shall contain the name of the shopping center, office park, or other multiple user development type which it serves.

Multi-Tenant Non-Residential Development ~~Shopping Center~~: A ~~commercial~~ development site whereupon ~~are located~~ a number separate commercial and/or employment activities are located and in which there are appurtenant shared facilities, such as parking and pedestrian walkways, ~~and in which the public can obtain varied products and services.~~ Distinguishing characteristics of a multi-tenant non-residential development may, but need not, include common ownership of the real property upon which the development ~~center~~ is located, common wall construction, and multiple-occupant commercial use of a single structure. To include shopping centers, office parks, and commerce parks.

Nonconforming Sign: Any sign which is not allowed under ~~this Ordinance~~ Section 9, but which, when first constructed, was legally allowed by the City of Avondale or the political subdivision then having the control and regulation over construction of signs, ~~and was in continuous use~~. To retain conforming status, such signs shall be determined to be in current and continuous use~~, and shall be subject to the nonconforming sign provisions of this ordinance~~.

~~"Nonstructural trim" shall mean the molding, battens, caps, nailing strips, latticing, cutouts, or letters and walkways which are attached to the sign structure.~~

Off-premise Sign ~~(Billboard)~~: A sign or similar structure that portrays ~~portraying~~ information and ~~which~~ directs attention to a business, commodity, service, entertainment, or product not located on the premises upon which the sign is located ~~not necessarily related to the other uses existing on the premises upon which the sign is located. A sign shall be classified as an off-premise sign unless at least fifty (50) percent of the advertising area is devoted to identifying a business operation on the premises, or to a product that is manufactured on the premises.~~

~~"On premise sign" shall mean a sign directing attention to a business, commodity, service, or entertainment conducted, sold, or offered upon the same premises as those upon which the sign is maintained.~~

Open House Sign: A temporary sign used to advertise the sale of a house and direct traffic to the house for sale, which can be placed off-site in proximity to the house for sale.

~~"Outdoor type business" shall be defined as a business where all or most of the business is conducted, or items displayed, in an open area and which is allowed under the Avondale Zoning Ordinance.~~

Parapet ~~Wall~~: The portion of a wall which extends ~~extended~~ above the roof line ~~of a building~~. ~~Maximum height no more than four (4) feet.~~

Parcel: A lot or a contiguous group of lots under common ownership and/or control, considered a single development site. ~~A parcel of land shown on a subdivision map, record of survey map, or a parcel described by metes and bounds and which constitutes one development site, whether composed of a single unit of land or a contiguous unit under common ownership.~~

Permanent Sign: A sign that is intended to be and is so constructed as to be of lasting and enduring condition, remaining unchanged in character, condition (beyond normal wear) and position~~, provided the sign is listed as a permanent sign in this ordinance.~~

~~"Plastic materials" shall mean those materials made wholly or principally from standardized plastics listed and described in U.B.C. Standard No. 52-1-73.~~

Political Sign: A temporary sign announcing or supporting candidates or issues in connection with any national, state, or local election.

Portable sign: Any sign not permanently affixed to the ground or structure on the premises it occupies.

Portable Religious Assembly Sign: A portable sign, often located off-site, used to display the time and date of religious services at a nearby place of worship and to direct people to said place of worship.

Plate Line: The point at which any part of the roof structure first touches or bears upon an external wall.

Pole Sign: A freestanding sign where the width of the top of the sign structure is over one hundred twenty (120) percent wider than the width of the base.

Primary Elevation: The side of a commercial, office, or industrial building or tenant suite that contains the main entrance. In instances where there is no singular main entrance, the primary elevation shall be the building's most significant side as determined by the Zoning Administrator.

Projecting sign: Any sign attached to a building or other structure that extends ~~and extending~~ in whole or in part more than fifteen (15) inches beyond the building line. Where permitted by Section 9, projecting signs, excluding blade signs, shall be considered wall mounted signs for the purpose of calculating area.

Raceway: An electrical enclosure that may also serve as a mounting structure for a sign. Signs mounted to exposed raceways are prohibited.

~~"Reader board" shall mean a business sign listing church services, stating religious activities, or those uses allowed by a directory sign.~~

Real Estate Sign: A temporary sign indicating the availability for sale, rent, or lease of a specific parcel, building, or portion of a building, along with contact information for the associated property owner or real estate broker.

Roof line: The highest point of the main roof structure, not including cupolas, projections or other similarly minor raised portions of the roof.

~~"Roof sign" shall mean a sign erected in any way upon a building or structure which extends above the plate line of the building or structure, but not including signs defined as wall mounted signs. The maximum pitch on a roof shall be a five (5) in twelve (12) pitch for roof mounted signs.~~

~~"Setback area" shall mean the open space area defined in the Avondale Zoning Ordinance under front, side, and rear yard setbacks.~~

~~"Sidewalk" shall mean that portion of the public right-of-way between the property line and the established street curb, whether paved or not.~~

Single-tenant Monument Sign: A monument sign that identifies the name, address and tenant information of a single user development. Single tenant monument signs may not be used by freestanding pad buildings or any other businesses located within a planned shopping center.

Single User Development ~~Freestanding Building~~: Any ~~the~~ lot and single-tenant building ~~being owned by the same owner~~ that is not part of a master planned development or multi-tenant non-residential development shopping center.

Sign: Any device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge or insignia of any government or governmental agency, or of any civic, charitable, religious, patriotic, fraternal or similar organization, and further not including any item of merchandise normally displayed within a show window of a merchant.

The term "sign" shall mean and include any display of any letter, numeral, figure, emblem, picture, outline, character, ~~spectacle delineation,~~ visible to the eye and used for the purpose of attracting attention outdoors ~~to make anything known, whether such display be made on, attached to, or as part of any other structure, surface, or thing; including but not limited to, the ground or any rock, tree, or other natural object~~ when display is visible beyond the boundaries of the lot or parcel of property on or over which the same is made.

Sign Height: The vertical distance measured from the adjacent street grade or upper surface of the curb, whichever permits the greatest height, to the highest point of said sign, excluding embellishment.

Sign Structure: The supports, uprights, braces, and framework of a sign.

Sign Walker: A person who wears, holds, or balances a commercial sign for the explicit purpose of promoting a business.

Special Promotion Sign: A temporary sign used to advertise a sale event or other similar special promotion. Grand opening signs can take the form of pennants, banners, flags, inflatables, character or product likenesses, attention attracting media and devices, and other inanimate non-merchandise displays. Search lights may also be used.

Stroke Width: The width of the major lines comprising a letterform. A wider stroke width is used to make a bolder letter; a narrower stroke width is used to make a lighter letter.

DRAFT

Subdivision Identification Sign: A sign, by means of symbol or name, identifies a residential community. Subdivision identification signs shall not include information used for a commercial purpose, including leasing rates, phone numbers, or similar.

~~"Structure" shall mean that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.~~

Temporary Sign: A sign not intended or designed for permanent display. ~~Any sign, banner, pennant, balance, or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard, or other like materials, with or without frames, intended to be displayed for a short period of time only, not to exceed a period of sixty (60) days.~~

Theater Sign: A variable message sign used by motion picture and performing arts theaters to announce current attractions, show times, and on-site events.

~~"Time and Temperature Sign" shall mean a variable message sign used to display the current time and air temperature.~~

~~"Uniform Building Code" shall mean the current edition of the Uniform Building Code.~~

~~"U.B.C. Standards" shall mean the standards set forth in the current edition of the Uniform Building Code adopted for use by the City of Avondale.~~

Variable Message Sign: A sign or portion of a sign designed to allow the immediate and frequent change of copy by manual, mechanical, or electronic means.

Vehicle Sign: A sign mounted ~~upon~~, pasted, painted ~~upon~~, or drawn ~~otherwise erected~~ on any vehicle ~~a trailer, truck, automobile, or other vehicle~~, whether motorized or drawn, that is placed, parked, or maintained at one particular location for the express purpose and intent of promotion or conveying an advertising message ~~so parked or placed so that the signs thereon are visible from a public street right-of-way~~.

Wall Mounted Sign: A sign mounted to the wall of a building or structure. ~~A sign mounted flat against, or painted on the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of said wall. No wall-mounted sign shall be located above the plate line or project more than fifteen (15) inches from the wall.~~

Way-finding Sign: A temporary, removable sign intended to allow businesses located within pedestrian-oriented environments to identify a business name and/or the service being provided.

Window Sign: A sign affixed to the interior or exterior of a window, or any sign located inside a building within six (6) feet of the interior side of the window and displayed so as to attract the attention of persons outside the building.

Exhibit C

City Council Work Session Meeting – Excerpt of Meeting Minutes
March 2, 2009

3) REVISIONS TO ZONING ORDINANCE SECTION 9 (SIGN ORDINANCE)

Proposed revisions to Section 9 of the Zoning Ordinance, Sign Ordinance.

Charlie McClendon, City Manager, stated as part of the ongoing effort to completely update the City's Zoning Ordinance, Staff is now working on Section 9, the Sign Ordinance, and Ken Galica will update the Council.

Ken Galica, Planner II, Development Services Department, stated the preliminary draft of the new Sign Ordinance has been handed out to Council for their review. He indicated the current Sign Ordinance was written in 1990 and it is now outdated as sign design has become a much more important component of a good project. The current ordinance does not contain standards for new technologies, such as electronic message signs; the ordinance also contains conflicting information making interpretation and application of the standards very difficult, which in a worse case scenario leads to a non-uniform application of the same provisions to different projects. Currently there are standards for construction signs and separate provisions for contractor signs, but neither category is defined. The current ordinance applies a one-size fits all approach to commercial and employment signage in particular. Staff believes signs should be tailored to the specific needs of the development and the desired character for each zoning district.

Mr. Galica indicated that the goals for the new Sign Ordinance are: customer friendly; modern and reflect new technology and design trends; free of conflicting information to insure uniform application of standards across the board; and tailoring the amount, size and other standards relating to signage based on the purpose and intended character of the zoning district in which the development is occurring. A substantive change to the ordinance includes adding electronic message displays. Staff proposes allowing a maximum 65 foot tall electronic message sign with full video capabilities on properties 80 acres or larger directly abutting Interstate 10 thereby limiting the number of these signs and allow them to be used only for the most significant developments. Staff would like feedback from the Council on specifics such as allowing full video or static scrolling message signs. Another substantive change to the ordinance is a change from a one-size-fits-all approach to a tailored approach, with sign regulations based on the purpose and intended character of the zoning district. Another change is the regulation of sign walkers which are currently prohibited by the City's zoning ordinance but recently overridden by State law. Staff proposes conditions to protect the safety of residents to include time limits for sign walkers and prohibiting twirling or throwing of the signs. Staff proposes an increased emphasis on design with required conformance to the Design Manuals and prohibition of undesirable sign materials, types, and methods, to include box cabinet signs and exposed raceways.

Staff held a Neighborhood Meeting on February 25, 2009 at City Hall and only one person attended, a representative of the Arizona Sign Association. A member of the Sign Walker lobby recently contacted Staff as well. Preliminary discussions have been positive. This item is tentatively scheduled to be heard by the Planning Commission on April 16, 2009 and will return to the City Council for adoption on May 19, 2009.

Council Member Buster voiced approval of electronic message signs on I-10.

Council Member McDonald voiced approval of electronic message signs on I-10. He suggested careful consideration of bright displays and of the content on message signs which could distract drivers. He asked if 64 foot signs would be allowed on any 80 acre lot of any shape. Mr. Galica stated the draft is written to include any 80 acre property. Staff can consider limiting the signs to properties of certain widths.

Council Member McDonald asked how the specifications for message signs were arrived at. Mr. Galica stated the regulations were to make sure that message signs do not appear too close together so that each individual sign will stand out.

Council Member McDonald asked if there would be limitations on how close sign walkers can get to a road. Mr. Galica replied Staff proposes a five foot minimum distance from the back of a curb, as well as assurances that ADA requirements will be maintained on the sidewalks for clearance.

Council Member Scott stated no electronic signs in the Valley have attracted his attention so much as to cause an accident, but expressed concern with the 80 acre lot requirement for allowing electronic message signs. He would like to make sure the City allows for flexibility on signs that will promote certain areas of the City.

Vice Mayor Weise stated as far as electronic message signs, he does not want to put a limit on the height of pylon signs. While brightness of message signs is a concern, the quality of the display is also a concern. He would like added to the ordinance a requirement for a minimum of pixel pitch, such as no less than 25 millimeters of pixel pitch as well as a minimum requirement for the size of the matrix for electronic signs. He suggested Staff work with the developers to allow the City to buy time on the signs, which would allow the City to put a message out, such as for disaster notification and special events.

Vice Mayor Weise stated there should be penalties for sign walkers out of compliance. He cautioned that the City was making mandates that law enforcement cannot enforce. He suggested that blatant violations of the sign ordinance have to go back to the owner of the sign walker company. He agrees on the prohibition of sign twirling, sign walkers during rush hour, and sign walkers blocking sidewalks. He thinks the City needs to be more customer friendly with small businesses who want to erect a sign and suggested relative information on the City's website. He would like the height of electronic message signs to be decided on a case-by-case basis.

Mayor Lopez Rogers stated her concern with electronic message signs is in regard to dark skies and energy conservation. Mr. Galica stated he would have to research the energy conservation factor. There are certain restrictions regarding maximum amount of light level in the evenings and restrictions on light levels at property lines in the draft ordinance. Mayor Lopez Rogers asked Staff to check on energy-friendly signs that are available.

Vice Mayor Weise stated that with new LED technology, the signs will be a lot more environmentally friendly than they were even five years ago. Light levels emitted from a 65 to 80 foot pylon sign will be less than the lights admitted from parking lots and car dealerships along I-10.

Name	Company	Contact	Avondale Projects
Shaine Alleman	Tiffany & Bosco Law Group	sta@tblaw.com	City Pointe
Dustin Jones	Tiffany & Bosco Law Group	dcj@tblaw.com	City Point
William Lally	Withey Morris Law Group	wel@witheymorris.com	West 10 & CAVAN
Carolyn Oberholtzer	Rose Law Group	CarolynO@roselawgroup.com	Entorno
Benjamin Maresca	Rose Law Group	bmaresca@roselawgroup.com	Entorno
Stephan Earl	Earl, Curley & Legarde Law	searl@ECLLAW.com	Lakin Ranch
Ric Toris Rus Brock	Earl, Curley & Legarde Law Home Builders Assoc. of Central AZ	rtoris@ECLLAW.com Brockr@hbaca.org	Avondale Commercial N/A
Mr. Kendall Baxley	Home Builders Assoc. of Central AZ	BaxleyK@hbaca.org	N/A
Myra Irizarry	Independent	Myrairizarry@yahoo.com	N/A
Janiene Lambert	Parkland Development	janiene@parklanddevelopment.com	West 10
Janet Herlyck	Carlson Development	jherlyck@carlson.com	99th Ave. Business Ctr.
Brett Heron	Evergreen Devco	Brett@Evergreendev.com	Fleming Farms Hillcrest
Matt Butcher	Evergreen Devco	Matt@Evergreendev.com	Fleming Farms Hillcrest
Dennis Michem	EF Moore Co.	dennis@efmooreco.com	Lakin Ranch
Dave Mount	Insight Land Co.	dmount@insightland.com	Lakin Ranch
Bob Giocomo		bgiocomo@cox.net	Lakin Ranch
Alisa Lyons	Sloan Lyons (for Valley Partnership)	alisa@sloanlyons.com	N/A
Tom Blake	Journey Land Group	tblake@journey-land.com	Lakin Ranch
Ed Reichenberg	(Civica consultant)	rap1948@gmail.com	Pasadera
Bill Pennington	Civica Development	bpennington@civicadevelopment.com	Pasadera
Adam Valente	The Davis Experience (formerly DFD)	AValente@thedavisexperience.com	N/A
Vance Marshall	VJ Properties	VMarshall@vjproperties.com	Agua Fria River Front PAD & Cox Comm. Bldg.
Hillary Marshall	VJ Properties	HMarshall@vjproperties.com	
Ted Kohan		ted@b2bmarkets.com	City Point
Tim Simplot	AZ Multihousing Association	tsimplot@azama.org	N/A
Damien Nunez	interested citizen	damiannunez@cox.net	N/A
Roy Taniguchi	interested citizen	Roy.Taniguchi@luke.af.mil	N/A
James Carpentier	Arizona Sign Association	consultantcommunityplanning@gmail.com	N/A
Jim Toregeson	Jet Media Promotions (Sign Walkers)	j_torgeson@yahoo.com	N/A
Cheryl Goar	AZ Nursery Association Grower's Committee	cgoar@azna.org	N/A
Michael Buschbacker II	ASLA Arizona Chapter	mbusch@myurbanedge.com	N?A

EXHIBIT E

Kenneth Galica

From: Kenneth Galica

Sent: Wednesday, February 18, 2009 2:20 PM

To: 'sta@tblaw.com'; 'dcj@tblaw.com'; 'vph@witheymorris.com'; 'wel@witheymorris.com'; 'CarolynO@roselawgroup.com'; 'bmareson@roselawgroup.com'; 'searl@ECLLAW.com'; 'awilliamson@ECLLAW.com'; 'rtoris@ECLLAW.com'; 'Brockr@hbaca.org'; 'BaxleyK@hbaca.org'; 'Myrairizarry@yahoo.com'; 'Janiene Lambert'; 'jherlyck@carlson.com'; 'Brett@Evergreendev.com'; 'Matt@Evergreendev.com'; 'dennis@efmooreco.com'; 'dmount@insightland.com'; 'bgiocomo@cox.net'; 'alyons@valleypartnership.org'; 'tblake@journey-land.com'; 'rap1948@gmail.com'; 'bpennington@civicadevelopment.com'; 'AValente@thedavisexperience.com'; 'VMarshall@vjproperties.com'; 'HMarshall@vjproperties.com'; 'ted@b2bmarkets.com'; 'Lolesak@houseofelliott.com'; 'damiannunez@cox.net'; 'Roy.Taniguchi@luke.af.mil'; 'James Carpentier'; info@arizonasign.org; 'cgoar@azna.org'; 'mpb@tblaw.com'; 'mbusch@myurbanedge.com'; 'consultantcommunityplanning@gmail.com'

Cc: Tracy Stevens; Stacey Bridge-Denzak

Subject: Neighborhood Meeting for Updates to Section 9 (Sign Ordinance) and Section 12 (Landscaping and Walls)

CITY OF AVONDALE
PUBLIC MEETING NOTICE
NEIGHBORHOOD MEETING
FEBRUARY 25, 2009

You are invited to attend a public meeting for two proposed text amendments to the Avondale Zoning Ordinance. A City initiated text amendment to Section 9 (TA-08-11) will comprehensively amend the Sign Ordinance, including but not limited to revising standards regulating sign design, location, maximum area and height, temporary signs, and sign walkers.

A second City initiated text amendment (TA-08-16) will rename Section 12 from its current title, "Design Standards for Commercial and Industrial Districts", to its proposed title, "Landscape and Wall Ordinance." Additional revisions to Section 12 are proposed with the intended purpose of focusing the contents of this Section on landscaping and screen walls, primarily through the establishment of standards for plant material, landscape 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.

During the meeting, City staff will present each attendee with the opportunity to review drafts of the proposed changes to Sections 9 and 12 and will also be available to answer questions and solicit comments from interested members of the public. Following the meeting, staff will provide all interested parties with an opportunity for continued involvement in the process as the proposed changes evolve. This is not a public hearing and no official action will be taken. ***Copies of the draft ordinances will not be available prior to the meeting.***

The meeting will be held at 6:00 p.m. on Wednesday, February 25, 2009 in the Ocotillo Conference Room at City Hall, 11465 West Civic Center Drive, Avondale, Arizona, 85323.

For further information on application TA-08-11 (Sign Ordinance), please contact Ken Galica with the Planning Division at 623-333-4019 or via email at kgalica@avondale.org

For further information on application TA-08-16 (Landscaping and Wall Ordinance), please contact

Stacey Bridge-Denzak at 623-333-4015 or via email at sbridgedenzak@avondale.org

You have received this email because you have previously indicated you wished to be kept abreast of all Ordinance changes being proposed by the City. To be removed from this list, please email planning@avondale.org and indicate you wish to be taken off the Ordinance contact list.

Sincerely,

Ken Galica
Planner II
Development Services Department
11465 W. Civic Center Drive #110
Avondale, AZ 85323
(623) 333-4019
kgalica@avondale.org

Stacey Bridge-Denzak
Planner I
Development Services Department
11465 W. Civic Center Drive #110
Avondale, AZ 85323
(623) 333-4015
sbridgedenzak@avondale.org

Kenneth Galica

From: Jim Torgeson [j_torgeson@yahoo.com]
Sent: Monday, March 02, 2009 10:19 AM
To: Kenneth Galica
Subject: RE: Avondale Sign Ordinance Update - We need to speak...

Here's where you will get hammered by the Institure for justice:

1) If you make it a permit situation, make it easy, but let it happen that a business can get a permit for their walkers in Avondale that covers a year. That way, they aren't running down every other weekend trying to make something happen.

Case in point:

A) Pizza maker wants an employee to put out with a sign. It may be a different emplyee each time, but you do have recourse with the business.
B) Someone like me. Jet Media would be accountable for all of it's people under one permit. You don't have to think about each individual, you have a blanket.

Hours: restricting walkers due to traffic will not be seen as "reasonable" because the nature of the advertising is to be seen by traffic. If you remain "content neutral" (it's a legal term), you wouldn't be able to stop an Obama supporter saying it is too busy.

Business or daylight hours will be seen as reasonable.

I highly suggest you leave it more open than too tight. You may find that someone's fears are completely unfounded. I have been part of millions of sigwalker hours and have yet to be the cause of any accident. There is not a record of one accident in the country because of signnwalkers, ever.

Leave it open with a sunset of one year to automatically reassess what is going on. Taking away rush hour traffic from a pizza guy won't be seen as reasonable.

I also think you need to add that they can't stand in a median.

--- On **Mon, 3/2/09, Kenneth Galica** ***<kgalica@avondale.org>*** wrote:

> From: Kenneth Galica <kgalica@avondale.org>
> Subject: RE: Avondale Sign Ordinance Update - We need to speak...
> To: j_torgeson@yahoo.com
> Date: Monday, March 2, 2009, 9:42 AM
>
> Jim,
>
> Please see my responses to your initial comments in blue:

1. Temporary sign permits for sign walkers shall be required for any sign type specified in Section 913.F.Can you clarify this for me? 8' square feet defeats the purpose of a signwalker and makes it dangerous because it is hard to read. No one will hold a sign they can't control. Common sense. Is it a one year permit? i suppose the permit is so if someone doesn't conform, they lose the right?

This point is not intended to limit the size of a sign, but I can see how you made that assumption and I'll add language to clarify that the size of the sign will not be governed. This point should simply require a temporary sign permit be obtained by a sign walker so the City can review the location/dates/times they will be out in the field. You are correct that the permit will also allow the city to proceed with enforcement action if the terms of the permit are ignored.

The length of time the permit will be valid for will depend on the type of sign. For instance, if the sign is for a special promotion (like a pizza sale), the permit will be valid for up to 10 days. Grand opening permits will be valid for up to 30 days, etc.

2. Sign walkers shall be allowed on weekends, between the hours of 8 AM and 6 PM, and on weekdays (M-F), between the hours of 9 AM and 3 PM.Why 3PM? I can see "during store hours," but don't understand why you would eliminate the busiest traffic times of the weekday.

Weekday hours were limited to 9 AM to 3 PM to increase safety and curb distractions when our roads are busiest and a majority of accidents typically occur.

3. Kind of the same idea in Gilbert.

4. Kind of the same idea in Gilbert.

Ken Galica

Planner II

Development Services Department

11465 W. Civic Center Drive

Avondale AZ 85323

(623) 333-4019

From: Jim Torgeson [mailto:j_torgeson@yahoo.com]
Sent: Monday, March 02, 2009 9:15 AM
To: Kenneth Galica
Subject: Re: Avondale Sign Ordinance Update - We need to speak...

2. Temporary sign permits for sign walkers shall be required for any sign type specified in Section 913.F.Can you clarify this for me? 8' square feet defeats the purpose of a signwalker and makes it dangerous because it is hard to read. No one will hold a sign they can't control. Common sense. Is it a one year permit? i suppose the permit is so if someone doesn't conform, they lose the right?

3. Sign walkers shall be allowed on weekends, between the hours of 8 AM and 6 PM, and on weekdays (M-F), between the hours of 9 AM and 3 PM.Why 3PM? I can see "during store hours," but don't understand why you would eliminate the busiest traffic times of the weekday.

3. Kind of the same idea in Gilbert.

5. Kind of the same idea in Gilbert.

Thank You,

Jim Torgeson
Jet Media Promotions, Inc.
www.signwalkers.com
325 S. Westwood Dr. Unit #1
Mesa , AZ 85210
Cellular: 480.228.0309

Some people regard private enterprise as a predatory tiger to be shot. Others look on it as a cow they can milk. Not enough people see it as a healthy horse, pulling a sturdy wagon. – Winston Churchill

--- On **Mon, 3/2/09, Kenneth Galica** ***<kgalica@avondale.org>*** wrote:

From: Kenneth Galica <kgalica@avondale.org>
Subject: Avondale Sign Ordinance Update
To: j_torgeson@yahoo.com
Cc: " Brian Berndt " <bberndt@avondale.org>
Date: Monday, March 2, 2009, 8:55 AM

Jim,

As I mentioned on the phone, the City of Avondale is in the process of comprehensively revising our Sign Ordinance. As part of that comprehensive update, the City has chosen to regulate the time, place, and manner of sign walkers for public safety purposes in accordance with Senate Bill 1076. You'll find sign walker regulations in Section 905.C (Pages 4 and 5) of the attached draft.

These revisions are scheduled for a Planning Commission meeting on April 16th and City Council adoption on May 19th. Any comments you have will be considered and evaluated.

Thank you,

Ken Galica

Planner II

Development Services Department

11465 W. Civic Center Drive

Avondale AZ 85323

(623) 333-4019

James Carpentier AICP
Legislative Consultant

March 16, 2009

To: Ken Galica, Planner II, City of Avondale

From: James Carpentier AICP on behalf of the Arizona Sign Association

Re: Proposed revisions to the Avondale Sign Code

The Association appreciates the opportunity to provide the City of Avondale comments in regards to the proposed amendments to the Sign Code.

- Although the City is expanding to allow electronics for freeway signs the code only allows for a 65' sign. The proposed freeway section has a number of issues: only one allowed per site, specific design criteria, they allow flashing, video and animation which I need to verify, utilizing NITs for illumination levels which does not take into account ambient light conditions. We are proposing Mesa's method for determining height, which is case by case and flagging. We are recommending that the City utilize the foot-candle method for night time illumination levels of electronics. This is the same methodology that is being utilized by the outdoor industry and has backing of a study done by Lewin (a well known lighting engineer located in Scottsdale). This methodology can be easily enforced by the City and assures that the illumination levels takes into account ambient light conditions. The proposed lighting illumination levels would probably work in many situations, but it does not accommodate for ambient light conditions.
- The City is proposing to decrease the height and area for some zoning districts; we are recommending that the existing rights be maintained. The Association supports the additional square footage and height for the C-3 District. This is an issue with proposition 207 in that taking away any rights by zoning requires the City to compensate affected parties.
- The recommended language also includes electronics up to 60% of the allowed square footage for all commercial and employment districts. Since electronic signs are proven to be the most cost effective form of advertising we believe that the City should consider some reasonable regulations for electronic message display signs for other business owners that are located outside of the freeway corridor. Electronic message displays advertising costs are a fraction of other forms of advertising; print, television and radio. With reasonable regulations electronic message displays can be safe and effective and a true benefit for the end user, business owner and City. Please review the following link to the Small Business Administration web site which indicates the benefits for electronic message displays:

http://www.sba.gov/smallbusinessplanner/start/pickalocation/signage/emc.html

- In the proposed draft you are proposing regulations for school signs which are not allowed per the General Attorney Office ruling. A copy of the most recent documentation from the General Attorney Office is included for your information.
- The City is requiring that signs be indicated on and approved as a part of the landscape submittal, which is generally a good thing as this will get the industry involved sooner rather than later in the development process. We want to make sure though that amendments to the plan can be approved administratively so we can process changes in a timely manner.

Let me know if you have any questions.

Thanks

James B Carpentier AICP
Legislative Consultant
480-773-3756
consultantcommunityplanning@gmail.com

Kenneth Galica

From: james carpentier [consultantcommunityplanning@gmail.com]
Sent: Thursday, March 26, 2009 9:52 PM
To: Kenneth Galica
Cc: info@arizonasign.org; lnewton@fluoresco.com; Candace Canter
Subject: Sign Code Update Avondale
Attachments: FLM guideline review DRAFT.doc; FreewayLandmarkGuidelines2006Revision.pdf

Hello Ken,

Here is the suggested language for the cabinet signs. This follows what I mentioned to you on the phone flat faces are allowed if under 6 square feet and over that are required to have some relief.

Box-cabinet wall signs with flat acrylic or lexan faces are allowed if 6 square feet or less. Custom cabinet wall signs over 6 square feet are permitted in accordance with the intent of the specifications contained within the Design Manual for Commercial, Industrial, and Multi-Family Residential Development. Custom cabinet signs shall be designed so as to have some relief or dimension, such as push through acrylic or formed faces.

I have also included a draft letter from the Director of Community Development in Mesa recommending that the square footage be increased to 900 square feet. This was put on hold due to additional work that was to be done to the Freeway Landmark Guidelines and the city has not yet initiated these changes. Given that most of the freeway signs in Mesa exceed the guideline and they function well it is reasonable and to increase the square footage to 900 square feet. The City also has some criteria listed in the Guidlines that allows the Council flexibility if the standards are met that are listed on page 7. This has worked well and allowed for some flexibility with the Mesa Guidlines.

I will get you any other information by Friday in relation to the flagging section of the code.

Let me know if you have any questions.

--
James B. Carpentier AICP
Legislative Consultant
480-773-3756
consultantcommunityplanning@gmail.com

Kenneth Galica

From: Jim Torgeson [j_torgeson@yahoo.com]
Sent: Monday, March 30, 2009 9:54 AM
To: Kenneth Galica
Subject: Re: Revised sign ordinance language

I think I can live with this. Please inform me on how to get a permit or two for Jet Media.

Also, how would you like me to format a letter on this?

Thank You,

Jim Torgeson
Jet Media Promotions, Inc.
www.signwalkers.com
325 S. Westwood Dr. Unit #1
Mesa, AZ 85210
Cellular: 480.228.0309

Some people regard private enterprise as a predatory tiger to be shot. Others look on it as a cow they can milk. Not enough people see it as a healthy horse, pulling a sturdy wagon. – Winston Churchill

--- On **Mon, 3/30/09, Kenneth Galica** ***<kgalica@avondale.org>*** wrote:

From: Kenneth Galica <kgalica@avondale.org>
Subject: Revised sign ordinance language
To: "Jim Torgeson" <j_torgeson@yahoo.com>
Date: Monday, March 30, 2009, 9:44 AM

Jim,

Please let me know what you think of the language regarding sign walkers. I think we've met you on the two main issues you had on the first draft – making it easier for permitting (one year permits) and also changing the time restriction from 9-3 on weekdays to daylight hours. We've also prohibited locating in medians as you suggested.

A. Signs worn, held, or balanced by persons (Sign Walkers) shall be permitted subject to the following restrictions:

1. Businesses using sign walkers shall be required to obtain a temporary sign permit.

a. Each permit shall be valid for up to one year and may cover up to five (5) individual sign walkers. Additional temporary sign permits will be required for every additional five (5) sign walkers.

b. The completed temporary sign permit application shall identify the approximate location of all sign walkers.

c. Violation of the terms of this Ordinance by any sign walker shall result in a revocation of all temporary sign permits for the business in violation; no new temporary sign permits for sign walkers will be issued for the business in violation for one (1) year from the date of violation.

2. Sign walkers shall be permitted only during daylight hours.

3. No sign walker may twirl, spin, throw, or otherwise animate a sign for the purpose of attracting the attention of motorists.

4. When located within the public right-of-way, sign walkers must remain a minimum of 5 feet in back of the street curb line. A portion of contiguous sidewalk shall be maintained unobstructed in accordance with ADA requirements. If no curb is present, sign walkers shall locate no closer than 5 feet to the edge of pavement. No sign walker may locate within a street or median.

5. No tent, ramada, patio umbrella, or other temporary structure or device may be set up within the public right-of-way, in a location which causes any portion of the tent, ramada, patio umbrella, or other temporary structure to project into the public right-of-way, or within a site visibility triangle.

6. Sign walkers may locate on private property with permission of the property

owner. Said persons shall not display their signs in any drive aisle, entrance, exit, or other area designed and designated for vehicular circulation. If located on the sidewalk, portion of pavement shall be maintained unobstructed in accordance with ADA requirements.

If you are in support, it would be great if you could put your support in writing to add to the case file.

Thanks,

Ken Galica

Planner II

Development Services Department

11465 W. Civic Center Drive
Avondale AZ 85323
(623) 333-4019

Kenneth Galica

From: james carpentier [consultantcommunityplanning@gmail.com]
Sent: Monday, March 30, 2009 10:19 AM
To: Kenneth Galica
Cc: info@arizonasign.org; lnewton@fluoresco.com; Candace Canter
Subject: Re: Sign Code Update Avondale

Hello Ken,

Here are ASA additional recommendations I promised to send, in regards to the flagging for the sign height. The changes are as follows, include two simulations from each side of the freeway with one located at a quarter mile from the exit and another at the beginning of the exit. We are suggesting to remove the line of site language as that is determined from the simulations. Let me know if you have any questions.

Thanks

James

Computer photo simulations or other professionally rendered (to scale) perspectives in which the proposed Freeway Landmark Monument is depicted on site, as if the Freeway Landmark Monument were already in place,

1. Simulations or renderings shall depict several vantage points.

2. At minimum, at least two of the photo simulations or renderings shall depict the view or potential view of the Freeway Landmark Monument from the same side of the freeway as the FLM placement at one quarter of a mile (1/4 mile or 1320') away from the beginning of the freeway off-ramp closest to the FLM location and at the beginning of the freeway off-ramp. In addition, at least two of the photo simulations or renderings shall depict the view of the FLM from the side of the freeway that the FLM is not located on

at one quarter of a mile (1/4 mile or 1320') away from the beginning of the

freeway off-ramp closest to the FLM location and at the beginning of the freeway off-ramp

3. Photo simulations shall include at least one view from

the residential subdivision closest to the overall project

site related to the FLM.

On Thu, Mar 26, 2009 at 9:52 PM, james carpentier <consultantcommunityplanning@gmail.com> wrote:

Hello Ken,

Here is the suggested language for the cabinet signs. This follows what I mentioned to you on the phone flat faces are allowed if under 6 square feet and over that are required to have some relief.

Box-cabinet wall signs with flat acrylic or lexan faces are allowed if 6 square feet or less. Custom cabinet wall signs over 6 square feet are permitted in accordance with the intent of the specifications contained within the Design Manual for Commercial, Industrial, and Multi-Family Residential Development. Custom cabinet signs shall be designed so as to have some relief or dimension, such as push through acrylic or formed faces.

I have also included a draft letter from the Director of Community Development in Mesa recommending that the square footage be increased to 900 square feet. This was put on hold due to additional work that was to be done to the Freeway Landmark Guidelines and the city has not yet initiated these changes. Given that most of the freeway signs in Mesa exceed the guideline and they function well it is reasonable and to increase the square footage to 900 square feet. The City also has some criteria listed in the Guidlines that allows the Council flexibility if the standards are met that are listed on page 7. This has worked well and allowed for some flexibility with the Mesa Guidlines.

I will get you any other information by Friday in relation to the flagging section of the code.

Let me know if you have any questions.

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Kenneth Galica

From: james carpentier [consultantcommunityplanning@gmail.com]
Sent: Tuesday, March 31, 2009 10:36 AM
To: Kenneth Galica
Subject: Re: Sign Code Update Avondale

Ken,

Ken,

Remember that the Mesa FLM Guidlines are just that Guidlines and are not a part of the zoning code. So in Mesa to vary from the guidlines the City has some standards that need to be met. Given the comments from Council I recommend that this language be included, since a variance process will not allow for the flexibility. The 2,000 foot seperation requirement has not been adhered to in Mesa, and recommend that the seperation be from 880' to 1000' as a reasonable standard. Many of the Mesa standards need to be revised as most of the standards have been modified through the flexible language. For the square footage I would inlcude not to exceed 900 square feet. If you look closely at the table a number of the signs do not comply with the 2 sq ft per linear ft standard, so we do not recommend that this be inlcuded.

Let me know if you have any questions.

James

On Mon, Mar 30, 2009 at 4:35 PM, Kenneth Galica <kgalica@avondale.org> wrote:

James,

Looking at the Mesa freeway landmark guidelines, I think there is a bunch of valuable information in there which we will incorporate in addition to their methodology for determining height. Specifically the following:

4. Having a horizontal to vertical ratio not exceeding 1:3.

(The horizontal dimension shall not exceed 1/3 of the

vertical dimension); and

5. Having a sign area determined by the following ratio:

Maximum one (1) square foot of total sign area per two

(2) lineal feet of freeway frontage. Example: A site with

1000' of lineal freeway frontage shall be limited to no more than 500 square feet of sign area on the FLM; and

3. No closer than two thousand feet (2000') from an existing or approved Freeway Landmark Monument on the same side of the freeway; and

4. A distance of no less than ten times (10 x) the proposed actual height (including sign embellishment) of the FLM from existing residential uses (based on the physical location of the FLM relative to the exterior boundary of the residential parcel). Examples: a 40' high FLM would require a minimum 400' setback; a 58' high FLM would require a minimum 580' setback; a 90' high FLM would require a minimum 900' setback from an adjacent residential property line.

4. The project or destination name of the development should be clearly visible and considered an emphasis of any sign area present on the FLM. As a general rule, 20% of the total sign area should be used for the project or destination name.

We'll tweak the language where we feel necessary, but these are all points that we had not previously addressed. Thanks for the info.

Ken Galica

Planner II

Development Services Department

11465 W. Civic Center Drive

Avondale AZ 85323

(623) 333-4019

From: james carpentier [mailto:consultantcommunityplanning@gmail.com]
Sent: Monday, March 30, 2009 10:19 AM
To: Kenneth Galica
Cc: info@arizonasign.org; lnewton@fluoresco.com; Candace Canter
Subject: Re: Sign Code Update Avondale

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3. Photo simulations shall include at least one view from the residential subdivision closest to the overall project site related to the FLM.

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Let me know if you have any questions.

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Kenneth Galica

From: james carpentier [consultantcommunityplanning@gmail.com]
Sent: Thursday, April 02, 2009 1:32 PM
To: Kenneth Galica
Cc: lnewton@fluoresco.com; Candace Canter; info@arizonasign.org
Subject: Comments on the Planning Commission Draft
Attachments: Section_9_Planning_Commission_Draft_(Legislative)_3-30-2009[1] with ASA comments.doc

Hello ken,

Thanks for the opportunity to review the Planning Commission draft of proposed sign code. We have a number of issues with the freeway portion of the code. You need to really consider the application and location of the freeway signs, as the language proposed for the determination of height, ***has not worked in Mesa***. A maximum height of 80' to 90' would be preferable to the proposed language, since the community, end useers and the businesses would not be well served. Also the resolution standards proposed are not practical as each application is different as each client and location is unique and this should be determined by the client in collaboration with the sign professionals versus the City. I have some additional comments that need to be carefully reviewed.

Please call me with any questions.

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James B. Carpentier AICP
Legislative Consultant
480-773-3756
consultantcommunityplanning@gmail.com

Kenneth Galica

From: james carpentier [consultantcommunityplanning@gmail.com]
Sent: Thursday, April 02, 2009 11:41 PM
To: Kenneth Galica
Cc: lnewton@fluoresco.com; Candace Canter; info@arizonasign.org
Subject: Re: Comments on the Planning Commission Draft

Hello Ken,

My reponses are below...

On Thu, Apr 2, 2009 at 2:49 PM, Kenneth Galica <kgalica@avondale.org> wrote:

Hi James,

Thanks for your most recent comments. In regards to the freeway pylon height and sign area, I think we'll have some wiggle room to adjust the language to your liking as you originally suggested. We do want these signs to achieve their intended purpose as a revenue capturing tool for the tenants who use them.

- **Your willingness to meet our suggestions for the freeway signage is appreciated**

The resolution standards, I think, are less flexible. While I am open to re-examining the specific numbers if you have any suggestions, we will need to include some minimum standards to ensure a clear display which isn't pixelated. I was able to find a Zoning Ordinance from Auburn Hills, MI which does set minimum resolution standards, so while it is very rare for cities to regulate resolution, we wouldn't be the first. I spent hours on the Daktronics website sorting through their enormous photo gallery which also shows the pixel spacing (or line spacing for the signs with full video capabilities). I used their freeway monument examples to determine standards which appeared to be fair – good resolution but not top of the line – for example, I didn't use 12 mm for the video signs even though the picture was clearly superior to the 20mm.

- ***20 mm or less in resolution works well in locations that have a close viewing distance, such as in a downtown location. I can give you a location that has three resolutions within 1 block, Mesa conference center at 1st and Center 25 mm, Mesa Arts Center has a monument sign on Main at 20 mm, Mesa Art Center on Center just north of Main has a Pedestrian sign at 17 mm. The 25 mm at 1st and Center is not as effective as the 20 mm on main Street for an LED sign that has a close viewing distance. The 20 or 25mm will both work well for freeway locations given the increased viewing distances. I suggest that you become aware of the cost difference between a 20 and 25 mm display, as this question could come up. I will get you some rough numbers...***

Other comments:

- I think we're willing to take the separation requirement down from 2,000 feet to 1,320 feet (quarter mile). We view any standard which will allow more than four freeway pylon signs per mile per side of the freeway as too liberal.

- ***The 1,320 separation is more reasonable.***

- You have eliminated full video electronic message signs from the draft. We have been directed by our City leaders to allow full video electronic message signs on the freeway and have attempted to draft language which, as much as possible, minimizes any potential negative impact to safety or aesthetics.

  - ***The intent in regards to my comments was to not allow flashing. The language that was drafted in this section would be very difficult to enforce that makes inferences to flashing images. We recommend that the City not allow flashing and have a strong definition.***

- As we've previously discussed, a primary goal of this re-write is to consider signage an integral part of a development, and in turn, base allowed heights/areas on the intended character of development by zoning district. I think we'll most likely have to agree to disagree on this point.

  - I agree

- Signage for private schools, which mimic businesses, must be regulated. We have removed regulations pertaining to public and charter schools as they are governmental subdivisions not subject to our ZO.
-

  - ***We OK on this section as this only applies to public schools***

- We will consider making permanent window signage allowed w/o permit. Without the permit requirement, however, we will not be able to review the signs to ensure compliance with the maximum 25 percent requirement.

  - ***Regulating the window signage is a very time consuming endeavor. Most communities do not require permits for window signage***

- Varying from standards in the Sign Ordinance will be allowed for PAD projects if they can provide justification and/or offset increases by providing additional amenities on sites. Also, the variance process is always available for signs which need to vary because of a hardship which wasn't self-created.

  - ***Since most of the freeway projects if not all will be PAD I agree this will allow for flexibility if merited by the project.***

- In regards to the marquee signs for theaters – this is more of a definition than content regulation, in my opinion. I don't believe this regulates content any more than saying multi-tenant monument signs must only contain names of tenants (no product information) or that all signs must only advertise businesses on site (no off-site billboards, etc).

  - ***The definition includes language that states what can be displayed on the sign so this clearly regulates content by definition.***

Thanks again for the opportunity to review the Planning Commission Draft. Your diligence in making this code more effective is appreciated.

James

Ken Galica

Planner II

Development Services Department

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Avondale AZ 85323

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From: james carpentier [mailto:consultantcommunityplanning@gmail.com]
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m

Arizona Sign Association comments are in bold italics arial font, recommended changes are purple underlines

Sign Ordinance – Legislative Edit Version
Planning Commission Draft

March 30, 2009

INDEX

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907	**Transferability of Signage**
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901 Purpose

The purpose of this ordinance is to regulate signs, as defined herein ~~Section 908~~, in order to:

A. Preserve and protect the public health, safety and welfare within the City of Avondale;

B. Maintain a balance between the needs of the business community to promote visibility of their enterprises and the desire of Avondale citizens for high quality development within the City;

~~B. Encourage development of private property in harmony with the desired character of the city, while providing due regard for the public and private interests involved;~~

C. Promote the effectiveness of signs by preventing ~~their over-concentration~~ visual clutter, improper placement, and excessive size;

D. Protect pedestrians and motorists within the City of Avondale from damage or injury caused, or partially attributable, to the distraction and obstructions which are caused by improperly located signs, and poorly constructed signs;

E. Promote proper maintenance of signage to ensure continued safety and visual appearance.

902 Requirement of conformity.* (Formerly Section 903)

A. It shall be a violation of this ordinance for a sign to be placed or maintained within the City of Avondale except as provided by this ordinance. (Ord. No. 1154-05, § 3, 11-21-05)

903 Interpretation of Avondale Sign Regulations.* (Formerly Section 902)

A. Where there is a conflict between provisions of this ordinance and provisions of other regulations of the City of Avondale, the provisions of this ordinance shall ~~apply~~ take precedence.

B. The provisions of this ordinance shall apply to the erection, construction, alteration, use, location and maintenance of all signs within the City of Avondale, ~~except as specified in Sections 904 (Formerly "Exceptions and Prohibited Signs"), 905 (Formerly "Non-Conforming Signs"), and 906 (Formerly "Signs Authorized Without Permits")~~.

C. If any court of competent jurisdiction determines any provision of this ordinance to be invalid, such determination shall not affect any other provision of this ordinance not specifically included in the court's judgment. If any court of competent jurisdiction determines any provision of this ordinance to be invalid as applied to any particular sign, such determination shall not affect the application of such provision to any other sign not specifically included in the court's judgment.* (Formerly a separate item – combined because of similarity with first portion).

904 Comprehensive Sign Plans (Comprehensive sign plans were formerly discussed in a single bullet under the General Provisions section)*

A. The purpose of a comprehensive sign plan is to ensure design compatibility between all signage on a master planned site.

B. A comprehensive sign plan must be submitted by any applicant proposing to develop or redevelop a project within the City and shall be considered a required component of any preliminary site plan or preliminary plat application. The

densities, height, and sign area for all signage shown within the comprehensive sign plan shall be in conformance with the requirements of this Ordinance unless part of an approved Planned Area Development (PAD) as determined appropriate by the Zoning Administrator and the City Council.

~~A comprehensive sign plan may be submitted by any applicant utilizing the city's Planned Area Development District (PADD), or by the developer of a shopping center or an industrial park. Such a plan shall include the color, lighting, and orientation of all proposed signs, in addition to any other information deemed necessary, and may be submitted in conjunction with the required preliminary site plan for the development. The Planning Commission may approve such a comprehensive sign plan, upon finding that the sign areas and densities shown on the plan are in conformity with the requirements of this ordinance, and that the proposed signage will result in an improved relationship between the various parts of the plan.~~

C. The applicant shall identify common themes along with a limited set of colors, materials, illumination methods, and fonts which complement the proposed building architecture. A comprehensive sign plan shall, at a minimum, include the following items:

1. Authorization from property owner.

2. A statement of design, indicating how the proposal meets City requirements for continuity and design.

3. A site plan identifying the location of all freestanding signs associated with the project.

4. Final elevations details, in color, showing the dimensions, materials, colors, design, method of illumination, and ground plane treatment for all proposed freestanding signs.

5. Building elevations denoting the areas designated for wall mounted signage.

6. Typical elevations details, in color, showing the materials, colors, fonts, method of mounting, and method of illumination for a typical wall mounted sign. If multiple letter types are proposed, the sign plan shall include a detail for each possible type.

7. Written sign standards and requirements, addressing items including but not limited to, temporary signage, window signage, and prohibited signage.

8. Any additional materials required by the Zoning Administrator or his designee.

D. Comprehensive sign plans which propose freeway pylon signs shall provide the following additional support materials:

1. Photographs documenting empirical observation (e.g. field test with crane and balloon). The empirical observation shall document at minimum four possible freeway pylon sign heights (the proposed height plus two lower and one higher than proposed).

   a. Each documented option shall differ a minimum of ten feet (10') from the next option.

   b. Written notice of the empirical test shall be made to the Planning Director ten (10) working days in advance of the test date. The test date shall fall between Monday and Thursday.

   c. The empirical test shall be observed or verified by the Development Services Director or his/her designee.

   d. Heights shown in the empirical observation shall be confirmed by an independent source: the Development Services Director, his/her designee, or by professional survey.

   e. The device used to confirm the proposed heights shall have sufficient size and substance so as to provide a comparable sense of scale for the proposed sign.

   f. If balloons are used, methods to limit wind drift shall be utilized, such as tethering.

2. Computer photo simulations or other professionally rendered perspectives, to scale, in which the proposed freeway pylon sign is depicted on the site as if the freeway pylon sign was already in place. Simulations shall be provided from the following vantage points:

   a. View of the freeway pylon sign from the same side of the freeway as the proposed freeway pylon sign, at a location one quarter of a mile (1/4 mile or 1320') away from the beginning of the freeway off-ramp closest to the proposed sign location.

   b. View of the freeway pylon sign from the same side of the freeway as the proposed freeway pylon sign, at the beginning of the freeway off-ramp closest to the proposed sign location.

   c. View of the freeway pylon sign from the opposite side of the freeway as the proposed freeway pylon sign, at a location one quarter of a mile (1/4 mile or 1320') away from the beginning of the freeway off-ramp closest to the proposed sign location.

d. View of the freeway pylon sign from the opposite side of the freeway as the proposed freeway pylon sign, at the beginning of the off-ramp closest to the proposed sign location.

e. View of the freeway pylon sign from the residential subdivision closest to the proposed freeway pylon sign location.

f. Any additional simulations or renderings from other perspectives, as required by staff on a case-by-case basis.

E. Approval of a preliminary site plan or preliminary plat shall constitute approval of the comprehensive sign plan for any given project.

F. Amendments to an approved comprehensive sign plan which meet all requirements of this Ordinance shall be approved administratively.

905 General Requirements ~~Provisions~~

A. The following location requirements shall apply to all signage, excluding signage required for public governmental purposes: *(Relocated from old Section 907.M)

1. No permanent sign shall be erected or maintained in the public right-of-way or within an easement except as provided hereafter in this ordinance.

2. Temporary signs shall not be placed in the public right-of-way or be attached to any street light, street sign, traffic signal, utility pole, utility box, fire hydrant, bus shelter or other structure in the public right-of-way unless explicitly stated in this Ordinance. . * (Relocated from old section 914.B.1) ~~This prohibition shall not apply to street banners and temporary use directional signs when authorized under other provisions of this ordinance.~~

3. No sign or sign structure shall be erected in such a manner that any portion of its surface or supports will interfere in any way with the free use of any fire escape, fire lane, exit, or ~~standpipe~~ accessible route, as defined in the most current Americans with Disabilities Act Accessibility Guidelines (ADAAG). * (Relocated from old section 907.M.1)

4. Within the City Center (CC) and Old Town Avondale Business (OTAB) Zoning Districts, signs which project over public sidewalks a maximum of 8 feet may be approved if they meet aesthetic and safety requirements for these particular Districts. Signs may not project into or over any public sidewalk, street, alley, or other public place in any other Zoning Districts.

5. No sign shall obstruct any private driveway, drive aisle, parking space, pedestrian path, or trail.

6. No sign shall obstruct traffic by obscuring the vision of motorists as determined by the City Engineer. *(Relocated from old section 907.M.2) A minimum sight distance triangle of thirty-three (33) feet shall be maintained at all street and driveway intersections.

Include the methodology of measuring the triangle or a sketch.

7. No permanent free-standing sign shall be located within five (5) feet of an interior property line. *(Relocated from old section 909.B.1.b)

8. No illuminated wall mounted sign shall be permitted on a building elevation abutting any residential District or use, unless separated by a public street. ~~Any elevation directly adjacent to any residential area shall not have signage.~~ *(Relocated from old section 909.B.1.a)

9. Within the City Center district, signs may extend above the roofline no more than ten feet. Wall mounted ~~wall~~ signs shall not ~~allowed~~ extend above the roofline or parapet in any other Zoning District. *(Relocated from old section 909.B.1.a)

10. Temporary signs shall not be placed on, attached to or hung from any freestanding signs. *(Relocated from old section 914.B.6)

11. ~~Temporary~~ signs which conform to this ordinance may be displayed on private property only with the permission of the property owner. *(Moved from old section 914.B.5)

B. ~~Temporary Signs~~ No sign shall be animated by ~~human,~~ mechanical or atmospheric means, unless explicitly permitted by this ordinance. This shall not prevent the use of searchlights allowed in conjunction with special events and promotions as regulated by Section 7. *(Relocated from old section 914.B.8)

C. Signs worn, held, or balanced by persons (Sign Walkers) shall be permitted subject to the following restrictions:

1. Businesses using sign walkers shall be required to obtain a temporary sign permit.

   a. Each permit shall be valid for up to one year and may cover up to five (5) individual sign walkers. Additional temporary sign permits will be required for every additional five (5) sign walkers.

   b. The completed temporary sign permit application shall identify the approximate location of all sign walkers.

c. Violation of the terms of this Ordinance by any sign walker shall result in a revocation of all temporary sign permits for the business in violation; no new temporary sign permits for sign walkers will be issued for the business in violation for one (1) year from the date of violation.

2. Sign walkers shall be permitted only during daylight hours.

3. No sign walker may twirl, spin, throw, or otherwise animate a sign for the purpose of attracting the attention of motorists.

4. When located within the public right-of-way, sign walkers must remain a minimum of 5 feet in back of the street curb line. A portion of contiguous sidewalk shall be maintained unobstructed in accordance with ADA requirements. If no curb is present, sign walkers shall locate no closer than 5 feet to the edge of pavement. No sign walker may locate within a street or median.

5. No tent, ramada, patio umbrella, or other temporary structure or device may be set up within the public right-of-way, in a location which causes any portion of the tent, ramada, patio umbrella, or other temporary structure to project into the public right-of-way, or within a site visibility triangle.

6. Sign walkers may locate on private property with permission of the property owner. Said persons shall not display their signs in any drive aisle, entrance, exit, or other area designed and designated for vehicular circulation. If located on the sidewalk, portion of pavement shall be maintained unobstructed in accordance with ADA requirements.

906. Calculation of Sign Area

A. ~~Area of a sign shall mean the entire area within a single continuous perimeter composed~~ The area of a sign shall be calculated by using a combination of no more than two (2) parallelograms, circles, ellipses, trapezoids, and/or triangles which enclose the extreme limits of the advertising message, logo, announcement, declaration, display, illustration, insignia, surface or space of a similar nature, ~~per sign panel which enclose the extreme limits of the advertising message, announcement, declarations, display, illustration, insignia, surface, or space of a similar nature.~~ Any frame or other material, color or condition which forms an integral part of the display and is used to differentiate such sign from the wall or background against which it is displayed shall also be calculated towards the area of the sign. Where a sign message consists of separate and individual letters, modules, or symbols, each portion of said sign message shall not be considered as a separate sign. ~~Further, where a sign consists of only individual letters, numerals, symbols, or other similar components and is painted on or attached flat against the wall of a building, and where such individual components are without an integrated background definition and are not within a~~

~~circumscribed frame area, the total area of the sign shall be the sum of the areas of the squares or rectangles surrounding each individual component.~~ *(Basis for this section taken from definition of "Area of sign", in old section 908)

B. The necessary supports or uprights on which any ~~such~~ freestanding sign is placed are excluded from the sign area calculation. *(Moved from definition of "Area of sign" in old section 908)

C. Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that only one face of a double-faced sign shall be considered in determining the sign area when both faces are parallel and the distance between faces does not exceed ~~two (2)~~ six (6) feet. *(Moved from definition of "Area of sign" in old section 908)

D. Where permitted by Section 913, freestanding signs may consist of more than one sign panel provided all such sign panels are attached to one common integrated sign structure. The total area of all such panels shall not exceed the maximum allowable sign area specified for a free standing sign on a parcel. ~~Where a sign message consists of separate and individual letters, modules, or symbols, each portion of said sign message shall not be considered as a one-sign panel. In such cases, an angle continuous perimeter completely surrounding the sign message shall be used to determine its sign area.~~ *(Moved from old section 907.J)

907 Transferability of Signage

A. On parcels ~~buildings~~ in commercial and employment ~~industrial~~ districts having frontage on more than one street, the maximum allowable number and square footage of ~~on-premise~~ freestanding signs are permitted for each street frontage. Said maximum allowance, however, is not transferable either in whole or in part from one ~~building frontage~~ street frontage to another ~~or from one occupancy to another~~. *(Moved from old section 907.H)

B. The maximum allowable square footage of wall signage may be transferred to any building elevation of the building occupied by the tenant except any elevation directly adjacent to a residential area shall be limited to non-illuminated signs.

908 Permanent Sign Design, Illumination, and Construction

A. All signs shall be designed to conform to the Design Manual for Commercial, Industrial, and Multi-Family Industrial Development. Signage for projects within the Old Town Avondale Business (OTAB) district shall also adhere to the Old Town Avondale Business District Design Guidelines. Signage for projects within the City Center area shall adhere to all signage guidelines set forth within the City Center Specific Plan.

B. Freestanding signs shall be monument style only and match the design of the site architecture. *(Moved from old section 907.K)

C. Excluding low profile wall identification signs, all freestanding signs shall be situated perpendicular to the street.

D. The lighting source of an indirectly illuminated sign shall not be visible beyond the ~~lot boundary~~ property line. *(Moved from old section 907.B)

E. The source of a directly illuminated sign shall not be visible to any residential district adjacent to the lot or parcel on which said sign is located.

F. The use of reflective or fluorescent colors is prohibited.

G. Box-cabinet wall signs greater than six square feet in area are prohibited. Custom cabinet wall signs over 6 square feet are permitted in accordance with the intent of the cabinet sign specifications contained within the Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

H. Signs mounted to exposed raceways are prohibited, except in instances where structural limitations make other mounting alternatives infeasible, as determined by the Zoning Administrator.

I. Signs painted directly onto a building façade or walls are prohibited except within the City Center (CC) and Old Town Avondale Business (OTAB) districts. Within those districts, graphic logos painted directly on a façade shall be allowed, subject to the condition that they must be of a professional, artistic caliber. Except as an integral part of an approved graphic logo, no text shall be painted on a building wall for the purposes of advertising a business or product. All painted signs shall adhere to the requirements set forth within the design guidelines for each respective area.

J. Signage painted on, mounted to, or affixed in any way to awnings and/or canopies is prohibited except within the City Center (CC) Zoning District. Within the CC District, interior illuminated awnings are prohibited.

K. Landscaping shall be provided at the base of all freestanding signage at a rate of four (4) square feet of landscaping for each one (1) square foot of sign area. A minimum of 75 percent of the required landscape area shall be covered with vegetative plant material. *(Basis for this provision was moved/combined from various sections; existing requirement is 2 S.F. landscaping for each S.F. signage in residential districts, 4 S.F. landscaping for each S.F. of freestanding signage in non-residential districts. Specific requirements are being developed by Stacey and will be put in landscape section).

L. Variable message signs are prohibited except where explicitly stated ~~by this section~~ throughout the remainder of this Ordinance. Where permitted, variable message signs shall adhere to the following requirements: *(Moved from old section 909.D.5)

1. Any sign using plastic zip track or other method of replaceable lettering shall have a secured, clear plastic or lexan cover.

2. Except for those signs permitted in Section 913.D.6, all variable message signs shall have static displays. Video, animation and special effects such as traveling, scrolling, fading, dissolving and bursting shall not be permitted.

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3. Static message displays shall not be changed more than once every eight (8) ~~fifteen (15)~~ seconds.

4. Electronic message signs shall not increase the brightness level by more then 0.3 foot candles over ambient brightness levels, to be measured as follows:

   a. With the sign off or displaying black copy, a foot candle meter shall be used to record the ambient light reading for an area. Said measurement shall occur at least 30 minutes after sunset, from a distance which varies based upon the size of the sign, as follows:

Size of Sign	0-100 SF	101-350 SF	351-650 SF	651-1000 SF	1001+ SF
Distance for Measurement	100 feet	150 feet	200 feet	250 feet	350 feet

   b. With the sign on and displaying full white copy, a second measurement shall be taken from the exact location of the ambient level reading.

   c. A difference between the first and second reading of less than 0.30 foot candles is acceptable. Any sign in which the difference between the first and second reading is 0.30 or greater shall be in violation of this Ordinance. Signs in violation of this Ordinance shall be shut off until they are adjusted to meet the conditions herein.

5. Any variable message sign which malfunctions, fails, exceeds allowable brightness levels, or ceases to operate in its usual or normal programmed manner shall be repaired or disconnected within 48 hours by the owner or operator of such sign

909 **Temporary Sign Design, Illumination, and Construction**

A. ~~Portable~~ Temporary signs allowed by this Ordinance shall be constructed of durable and weather-resistant materials and be anchored or weighted down to avoid being displaced in windy conditions as determined at the time of permit approval. *(Moved from old section 914.C.1)

B. Temporary signs allowed by this Ordinance shall not be illuminated except when the illumination is approved in conjunction with a temporary use pursuant to Section 1 of this ordinance; this shall not prevent the use of searchlights allowed in conjunction with special events and promotions as regulated by Section 7. *(Moved from old section 914.B.8)

C. Attachments to any ~~portable~~ temporary sign, including but not limited to balloons and ribbons, are prohibited. *(Moved from old section 914.C.2)

910 Nonconforming signs *(Formerly Section 905)

A. Any nonconforming sign, as defined in this ordinance, may be continued in use and reasonable repair and maintenance shall be allowed ~~made to same.~~

B. If a nonconforming sign is damaged or vandalized, such sign must be restored in a like manner within one-hundred and twenty (120) ~~sixty (60)~~ days, or it shall lose its nonconforming status and it shall be removed at the owner's expense; or the nonconforming signage shall be replaced with sign(s) that are in compliance with this ordinance.

C. If a business which utilizes a non-conforming sign ceases operation, the nonconforming sign, including all support structures, shall be removed at the owner's expense within one (1) year of the date of cessation.

911 Prohibited Signs *(Formerly section 904 "Exceptions and Prohibited Signs")

A. The following sign types are prohibited, excluding already existing non-conforming signs: ~~Except as non-conforming uses, signs which are prohibited include:~~

1. Outlining of a building by means of exposed incandescent lighting.

2. Vehicle signs~~, except for advertising or identification markings which are painted on or permanently or magnetically attached to a business or commercial vehicle. Vehicle with vehicle signs as authorized by this ordinance shall not be primarily or consistently parked for display of sign message.~~

3. All off-premise ~~(billboard)~~ signs, unless specifically allowed by this Ordinance.

4. Pole signs, as defined by this Ordinance

5. Abandoned Signs, as defined by this Ordinance

6. Any other "illegal sign" as defined by this Ordinance, excluding signs erected for governmental purposes.

912 Signs Authorized Without Permits *(Combined with old Section 904, Exceptions)

A. Permits shall not be required for the following signs or situations; provided, however, that such signs shall be subject to any and all applicable provisions of this ordinance.

~~A. Exceptions. The provisions of this ordinance shall not apply to:~~

1. Standard sign maintenance other than the changing of sign wording or composition (except variable message signs). *(Relocated from old section 906.A.2)

2. Sign relocation as required by the City. *(Relocated from old section 906.A.3)

3. Flags, pennants or insignias of any nation, state, county, city or other ~~political unit~~ government entity, ~~or any church~~ or religious organization. *(Formerly an "excepted sign type", relocated from old section 904.A.1)

4. Temporary decorations or displays (banners) celebrating the occasion of traditionally accepted patriotic, religious or local holidays or events, containing no advertising for products or businesses. *(Formerly an "excepted sign type", relocated from old section 906.A.4)

5. The erection, construction, and maintenance of official traffic, fire and police signs, both temporary and permanent, including but not limited to, changeable message signs, traffic control signs, street signs, traffic signals and devices and markings of the State of Arizona and the City of Avondale or other authorized public agency, or the posting of notices as required by law. *(Formerly an "excepted sign type", relocated from old section 906.A.5)

6. Non-illuminated directional or informational signs ~~of public or quasi-public nature~~ which do not include directions to commercial establishments, and which do not exceed three (3) feet in height and six (6) square feet in area. The width of the sign at its base shall be equal to or greater than the width of the sign measured at its top. *(Formerly an "excepted sign type", relocated from old section 906.A.6)

7. Political Signs *(Moved from old Temporary Sign section 914.D.1)

   a. For parcels less than one (1) acre located in a residential zoning district, the maximum sign area of a political sign shall be sixteen (16) square feet and the maximum height shall be five (5) feet. For parcels greater than one (1) acre located in a residential zoning district, the maximum sign area

shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet. (Reworded for clarity – no substantive changes)

b. For parcels located in commercial or employment zoning districts, the maximum sign area shall be thirty-two (32) square feet with a maximum height of eight (8) feet.

c. Each candidate or ballot measure shall be limited to one (1) sign per street frontage on each lot or parcel.

d. Political signs shall not be displayed more than sixty (60) days prior to the date of the election to which they refer.

e. Political signs shall be removed not later than ten (10) days after the date of the election to which they refer. This shall not prevent a sign displayed for a primary election to remain if the candidate is part of a subsequent general election.

8. Ideological Signs *(Moved from old Temporary Sign section 914.D.2)

a. In residential districts, the maximum sign area shall be sixteen (16) square feet with a maximum height of five (5) feet.

b. In commercial or employment districts, the maximum sign area shall be thirty-two (32) square feet with a maximum height of eight (8) feet.

c. One ideological sign shall be allowed per lot or parcel.

d. Ideological signs may be displayed for up to sixty (60) consecutive days on any lot or parcel. The minimum period between displays shall be ninety (90) days.

9. Window Signs *(Moved from old Temporary Sign section 914.D.3)

a. Temporary window signs are permitted in commercial and employment districts only.

b. The total sign area shall not exceed twenty-five (25) percent of the window area of each window.

c. Temporary window signs shall not be placed on required exit doors.

10. Garage, Yard, and Estate Sale Signs *(Moved from old Temporary Sign section 914.D.4)

a. Temporary signs for individual garage, yard, and estate sales are permitted in all zoning districts. The maximum sign area shall be four (4) square feet with a maximum height of three (3) feet.

b. Sale signs may be located ~~onsite or placed~~ offsite in the immediate area with permission from property owner(s).

c. Sale signs shall not be displayed more than twenty-four (24) hours before the start of the sale and shall be removed at the end of each sale day.

d. Sale signs shall be ~~promptly~~ removed within twenty-four (24) hours after completion of the sale.

11. Real Estate Signs *(Moved from old Temporary Sign section 914.D.5)

a. Real estate signs are permitted in all zoning districts. For parcels less than one (1) acre, the maximum sign area of a real estate sign shall be six (6) square feet with a maximum height of five (5) feet. For parcels one acre or larger, the maximum sign area shall be thirty-two (32) square feet with a maximum height of eight (8) feet.

b. One (1) sign shall be allowed for each three hundred thirty (330) feet of street frontage. The minimum distance between signs on the same parcel shall be two hundred (200) feet.

c. Real estate signs are allowed only on the property being offered for sale, lease or rent.

12. Open House Directional Signs *(Moved from old Temporary Sign section 914.D.6)

a. Open house directional signs are allowed in all zoning districts. The maximum sign area shall be four (4) square feet with a maximum height of three (3) feet.

b. No more than four (4) signs related to the open house may be displayed at one time.

c. Open House Directional Signs may be located ~~onsite or placed~~ offsite in the immediate area with permission from property owner(s).

d. Signs shall be displayed only when a salesperson is on duty at the open house and must be removed at the end of each sale day.

13. Contractor Signs *(Moved from old Temporary Sign section 914.D.7)

a. Contractor signs are allowed on construction sites in all zoning districts once construction permits have been issued. In residential districts, the sign shall have a maximum area of six (6) square feet with a maximum height of five (5) feet. In commercial and employment districts, the sign shall have a maximum area of sixteen (16) square feet with a maximum height of eight (8) feet.

b. One (1) sign shall be allowed for each general contractor and subcontractor actively working on the construction site.

c. All signs shall be removed prior to the issuance of a Certificate of Occupancy or final clearance on the construction site.

14. Address Signs, as follows:

a. Every building or group of buildings in any residential, commercial or industrial zoning district shall be identified by a street number. Structures located within complexes containing multiple buildings shall also be identified by a building identification number or letter. Minimum letter/number size depends on the type of development and is listed in this section

b. Required address signs shall not count towards the total wall sign area permitted.

c. Single Family Residential

1. All single-family residences must be identified by a street number with minimum 4 inch high contrasting numbers with a 5/8 inch stroke width. The address must be located to be visible from the right-of-way.

d. Multi-Family Residential

1. Within multi-family residential complexes, the building(s) nearest the street must identify the street number of the complex with minimum 18 inch high contrasting numbers/letters with a three (3) inch stroke width.

2. All buildings within the complex shall identify the building number/letter with minimum 18 inch high contrasting numbers/letters with a three (3) inch stroke width. Buildings are required to provide two (2) or more building identification signs per each 100 feet of the length of the building elevation.

3. All buildings within the complex shall include apartment spread numbers (i.e. Units 201-210) identified with minimum 7 inch high contrasting numbers/letters with a one (1) inch stroke width.

4. Each individual unit shall be identified near the unit entryway using minimum 4 inch high contrasting numbers/letters with a 5/8 inch minimum stroke width.

c. Commercial/Employment

1. All commercial and employment buildings shall identify the street number of the building with minimum 18 inch high contrasting numbers/letters with a three (3) inch stroke width.

2. All commercial and employment buildings within multi-building complexes must identify the building number/letter with minimum 18 inch high contrasting numbers/letters with a three (3) inch stroke width.

3. Each individual unit shall be identified near the primary unit entryway using minimum 6 inch high contrasting numbers/letters with a 1 inch stroke width.

913 Signs Authorized ~~Allowed~~ With Permits *(formerly Section 909)

A. Single Family Residential Districts

1. Permanent subdivision identification signs for master planned developments and/or recorded subdivisions are subject to the following: *(Previously there were slightly different requirements for "master planned communities" and "recorded subdivisions" – combined those two sections for consistency)

a. A maximum of two (2) signs are permitted for each entry. The maximum area of such sign shall be fifty (50) *(Has been 50 sf for master planned communities, but only 40 sf for recorded subdivisions) square feet with a maximum height of six (6) *(Has been 6 feet for recorded subdivisions but only 5 feet for master planned communities) feet. Each subdivision or master planned development shall provide a minimum of one (1) such sign at a primary ingress point.

b. Signs shall be of the monument type, or consist of individually mounted letters affixed to entry perimeter walls.

c. Places of Worship located within Single-Family Residential Districts shall be permitted signage equivalent to the C-1 District *(Churches

were previously allowed signage equivalent to our existing non-residential one size fits all standard)

d. *(Previously unaddressed)

Per past ASA recommendations the General Attorney's Office has determined that municipalities do not have zoning authority over school districts.

e. Municipal, State, and Federal uses located within Single-Family Residential Districts shall be permitted signage equivalent to the C-1 District*(Previously unaddressed)

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B. **Multi-Family Residential Districts**

1. Permanent subdivision identification signs for multi-family developments are allowed and shall adhere to the requirements in subsection 913.A.1. In addition, the following are also allowed in multi-family developments in the R-2, R-3, and R-4 districts:
   ~~A building-mounted identification sign shall be permitted, not to exceed twenty four (24) square feet in area, and not to extend above the roof line.~~

   a. One (1) directory map sign shall be permitted for each entrance to the residential development, not to exceed 36 square feet in area with a maximum height of six (6) feet. Said directory map sign must be illuminated.

   b. Places of Worship located within Multi-Family Residential Districts shall be permitted signage equivalent to the C-1 District*(Churches were previously allowed signage equivalent to our existing non-residential one size fits all standard)

   c. Municipal, State, and Federal uses located within Multi-Family Residential Districts shall be permitted signage equivalent to the C-1 District*(Not Previously addressed)

C. **Mobile Home Park District**

1. Permanent subdivision identification signs for mobile home parks located within the MH (Mobile Home Park) district are allowed and shall conform to the provisions of subsection 913.A.1.

   a. Places of Worship located within the Mobile Home Park District shall be permitted signage equivalent to the C-1 District *((Churches were previously allowed signage equivalent to our existing non-residential one size fits all standard)

b. Municipal, State, and Federal uses located within Mobile Home Park District shall be permitted signage equivalent to the C-1 District *(Not previously addressed)

D. **Commercial and Employment Districts**

1. Wall Mounted Signage *(Current one size fits all standard: One (1) square foot of signage for each linear foot of building frontage adjacent to an arterial, with a maximum sign size of 250 SF for buildings under 50,000 square feet and 500 SF for buildings over 50,000 square feet. If no frontage on an arterial, building/tenant is capped at 24 SF of signage. No current minimum sign size)

   a. Wall mounted signs are allowed in all commercial and employment zoning districts, as follows:

	R-O	C-O	C-1	C-2	C-3
Maximum Sign Area (Primary Elevation)	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot
Maximum Sign Area (Secondary Elevations Facing Public Streets)	None	0.50 SF per Linear Foot	0.50 SF per Linear Foot	0.50 SF per Linear Foot	0.50 SF per Linear Foot
Maximum Sign Area (Freeway Facing Elevations)	None	1.50 SF per Linear Foot	None	None	1.50 SF per Linear Foot
Maximum Sign Size	50 SF	75 SF	100 SF	200 SF	250 SF
Minimum Sign Size	18 SF	18 SF	18 SF	18 SF	18 SF
Maximum Number of Elevations with Signs	Over Main Entrance Only	Maximum of 3 Elevations; Cannot face residential	Maximum of 3 Elevations; Cannot face residential	Maximum of 3 Elevations; Cannot face residential	Maximum of 3 Elevations; Cannot face residential
Supplemental Design Requirements	Non-Illuminated or Indirectly Illuminated Signs Only	Additional Requirements for Buildings greater than 2 stories *(A)	None	None	None

	OTAB	Cashion	CP	A-1	CC
Maximum Sign Area (Primary Elevation)	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot	1 SF per Linear Foot

Maximum Sign Area (Secondary Elevations Facing Public Streets)	0.50 SF per Linear Foot	0.50 SF per Linear Foot	None	None	0.50 SF per Linear Foot
Maximum Sign Area (Freeway Facing Elevations)	None	None	None	None	1.50 SF per Linear Foot
Maximum Sign Size	100 SF	100 SF	75 SF	150 SF	200 SF
Minimum Sign Size	18 SF	18 SF	18 SF	18 SF	18 SF
Maximum Number of Elevations with Signs	Maximum of 3 Elevations; Cannot face residential	Maximum of 3 Elevations; Cannot face residential	Front Elevation Only	Front Elevation Only	All Elevations
Supplemental Design Requirements	Non-Illuminated Directly Illuminated, or Indirectly Illuminated Signs Only	None	Additional Requirements for Master Planned Commerce Parks *(B)	None	Shall comply with City Center Specific Plan Chapter 5.4.23

* (A) Excluding vertically integrated mixed use buildings which contain retail uses on the ground floor, buildings in excess of two stories shall be allowed only one wall mounted sign per elevation, to be located in a sign band between the top of the upper story windows and the top of parapet. Said sign shall not be required to be located over the tenant's particular suite.

*(B) Wall mounted signage for master planned commerce parks shall conform to a single color, font, and method of illumination, as approved during the design review process

b. In addition to the above, a total of three (3) square feet of non-illuminated sign area shall be permitted on each building or tenant frontage, adjacent to the primary entry. Such area shall be used for identification of the establishment only.

c. A maximum of two (2) permanent interior window signs located from zero (0) to six (6) feet from the exterior wall plane may be displayed. The area of such signs shall not exceed twenty-five (25) percent of the area of the window on which displayed.

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We recommend that the City maintain the percentage for window displays, but exempt them from permitting and allowable wall signage. This requires additional review time for every application as this will need to be verified and is a regulatory challenge. To be business friendly the City should not take away from the wall signage that is geared towards a different purpose from window signs, which are more pedestrian orientated.

d. Wall mounted signage shall not be permitted for any tenant suite which does not abut an exterior building wall.

2. Low Profile Wall Identification Signs *(New sign type - not currently provided for)

   a. One (1) low profile wall identification sign is permitted for each master planned development in the R-O, C-O, C-1, C-2, C-3, CP, A-1, OTAB, and Cashion Business Zoning Districts. The maximum height and area varies depending on the district in which the sign is located, as follows:

	R-O	C-O	C-1	C-2	C-3	OTAB	Cashion	CP	A-1	CC
Maximum Height	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 Feet	3.5 feet	3.5 feet	3.5 feet	3.5 feet	Not Permitted
Maximum Sign Area	20 SF	40 SF	40 SF	60 SF.	80 SF	20 SF	40 SF	40 SF	40 SF	Not Permitted

   b. The leading edge of a low profile wall identification sign shall be set back at least five (5) feet from any property line and out of any site visibility lines.

   c. A low profile wall identification sign shall display the name of the development or a building address only. No information regarding a specific business or tenant shall be allowed.

   d. Final location of permitted signs as cited above shall be approved during the site plan review process.

3. Directory Signs*(Currently allowed in all non-residential districts, max 12 SF in area and 6 feet in height)

   a. Freestanding identification directory signs designed to show the relative locations of businesses on a single site shall be permitted for multi-tenant developments within all commercial and employment districts, excluding the R-O District. The quantity and location of directory signs shall be approved during the site plan review process.

   b. In all districts except for City Center (CC) and Old Town Avondale Business (OTAB), directory signs shall not exceed twelve (12) square feet in area and six (6) feet in height.

   c. Within the CC and OTAB districts, directory signs shall be designed at a pedestrian scale and may be wall mounted or freestanding. Within these districts, directory signs shall not exceed ten (10) square feet in area and five (5) feet in height.

   d. Such directory sign shall be located behind the required front setback.

e. Directory signs are required to be illuminated, either by an internal source or through the use of down lighting.

4. Single-Tenant Monument Signs *(Currently allowed in all non-residential districts, standard size: 40 square feet in area, max 6 feet in height)

a. One (1) single-tenant monument sign shall be permitted for single-user developments within the C-O, C-1, C-2, C-3, Cashion Business, and A-1 Zoning Districts. Two (2) single-tenant monument signs shall be permitted on properties whose frontage exists on two (2) arterial streets; both signs cannot be placed along the same street frontage. *(Removed from R-O, OTAB, and CP Zoning Districts)

b. Within the City Center (CC) Zoning District, one (1) single-tenant monument sign shall be permitted for single-user developments with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) single-tenant monument signs shall be permitted on properties which have frontage on two of the above mentioned streets; both signs cannot be placed along the same street frontage.

c. The maximum height and area varies depending on the district in which the sign is located, as follows:

	C-O	C-1	C-2	C-3	Cashion	A-1	CC
Maximum Height	6 feet	6 feet	8 feet	10 feet	6 feet	6 feet	*Determined During Design Review*
Maximum Sign Area	40 SF	40 SF	60 SF	80 SF	40 SF	40 SF	

d. Places of Worship and Municipal Uses within the R-O, CP, and OTAB Zoning Districts shall be permitted single tenant monument signs equivalent to the C-1 Zoning District standards contained herein.

e. Single-tenant monument signs shall not be permitted for an individual user or pad site within a master planned multi-tenant development. In those instances, panels on multi-tenant monument signs shall be used in place of individual single-tenant monument signs.

f. The single-tenant monument sign structure may extend above the maximum allowable height for the purpose of architectural embellishment. Such embellishment shall not extend the height of the sign more than twenty (20) percent over the allowed sign height. No commercial symbol, representation, logo, insignia, illustration, or other form of advertising message may extend into the architectural embellishment portion of the sign.

g. The leading edge of a single tenant monument sign shall be set back at least five (5) feet from any property line and out of any site visibility lines.

h. The single-tenant monument sign shall include the street number of the site. The street number shall not count against the maximum sign area allowed.

i. Final location of permitted signs as cited above shall be approved during the site plan review process.

5. Multi-Tenant Monument Signs *(Currently allowed for office complexes, business parks, and shopping centers in all non-residential districts, standard size: 80 square feet in area, max 12 feet in height, showing up to 10 tenants)

a. Each multi-user development in the C-1, C-2, C-3, Cashion, CP, and A-1 districts shall be permitted one multi-tenant monument sign per street frontage. ~~Two (2) multi-tenant monument signs per street may be allowed on properties~~ For properties with a street frontage of eight-hundred (800) feet or more, multi-tenant monument signs shall be permitted at the rate of one (1) sign per every 400 feet of frontage. Multi-tenant monument signs shall be ~~if those signs are~~ separated by a minimum distance of three hundred thirty (330) feet. *(Removed from R-O, C-O, and OTAB Zoning Districts)

b. Within the City Center (CC) Zoning District, one (1) multi-tenant monument sign shall be permitted for multiple-user developments with frontage on Avondale Boulevard, Van Buren Street, or Roosevelt Street. Two (2) multi-tenant monument signs shall be permitted on properties which have frontage on two of the above mentioned streets; both signs cannot be placed along the same street frontage.

c. The maximum height, area, and tenant panels allowed varies depending on the district in which the sign is located, as follows:

	C-1	C-2	C-3	Cashion	CP	A-1	CC
Maximum Height	8 Feet	12 Feet	14 Feet	8 Feet	8 Feet	8 Feet	*Determined During Design Review*
Maximum Sign Area	60 SF	80 SF	100 SF	60 SF	60 SF	60 SF	
Maximum Number of Tenant Panels	6	10	12	6	6	6	

ASA strongly recommends that the height of signs be maintained, as this code change will make most every sign in the affected districts non-conforming. Signs are the most cost effective methods of advertising for a

business. We would not want to indicate to a client that a sign in the C-1 district that they are desiring to replace and upgrade can only be replaced if they reduce the height by 1/3, as this will result in reduced revenues as proven by studies done by McDonalds and others. As previously noted this in not the time to be taking away important land use rights that are critical to the survival of businesses in Avondale.

d. The multi-tenant monument sign structure may extend above the maximum allowable height for the purpose of architectural embellishment. Such embellishment shall not extend the height of the sign more than twenty (20) percent over the allowed sign height. No commercial symbol, representation, logo, insignia, illustration, or other form of advertising message may extend into the architectural embellishment portion of the sign.

e. The leading edge of a multi-tenant monument sign shall be set back at least five (5) feet from any property line and out of any site visibility lines.

f. The name of the office complex, shopping center, or commerce park shall be prominently included on the sign.

g. The multi-tenant monument sign shall include the street number of the site. The street number shall not count against the maximum sign area allowed.

h. The letters and logos used to identify individual tenants shall have a minimum height of four (4) inches.

i. The location of permitted signs as cited above shall be approved during the site plan review process. ~~The final location of a sign shall be in substantial conformance with the approved site plan; any relocation of a sign from the location it was shown on the site plan shall be subject to administrative review and approval.~~

6. Freeway Pylon Signs *(Currently permitted in all zoning districts if property can meet locational requirements. Current size allowed: Max height of 65 feet, maximum width of 23 feet, ratio of height to width 2.8:1)

   a. Freeway pylon signs are permitted in the C-3 and CC Zoning Districts for master planned developments encompassing a minimum of thirty (30) acres and which have at least 400 linear feet of direct frontage adjacent to the Interstate-10 right-of-way ~~and whose property line is within one (1) mile of Interstate-10 and within one-quarter (1/4) mile of a road of regional significance (Dysart Road and 99th Avenue)~~. Properties which meet these requirements may be permitted one

freestanding, double sided, freeway pylon sign. A second freeway pylon sign shall be permitted for properties which meet the requirements of this section and have direct freeway frontage in excess of 2,640 feet.

b. Location

1) Freeway pylon signs shall be located no more than fifteen (15') feet from the right-of-way line of the adjacent freeway.

2) Proposed freeway pylon signs may not be located closer than two thousand feet (2000') from an existing or approved freeway pylon sign on the same side of the freeway

This standard is too restrictive and should be reduced to 880' (Surprise) to 1320'

3) Proposed freeway pylon signs shall be located a distance of no less than ten times the proposed actual height (including sign embellishment) of the freeway pylon sign from existing residential uses. This distance shall be measured from the physical location of the freeway pylon sign to the closest point of the nearest residential lot line. (Example: a 71' high freeway pylon sign will require a minimum 710' setback)

c. Height and Area

1) The freeway pylon sign shall be no higher than is reasonably necessary for the sign copy to be visible from a vehicle approaching on the same side of a freeway from a distance sufficient to permit vehicles to safely exit the freeway, as determined by staff after evaluating the materials required by Section 904.D of this Ordinance.

This section of the Mesa code has not been adhered to in every freeway sign, as developers have desired to have visibility for all the copy on the sign and I am quite sure that tenants that may be paying for space on the sign would like to have the sign visible from the freeway. ASA strongly opposes this language.

2) The sign area for a proposed freeway pylon sign shall be a maximum of 900 sq. ft. per sign. ~~The total signage area, per face, shall not exceed forty-five (45) percent of the overall sign area.~~

Deleted: [illegible]

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The proposed language is too restrictive as the square foot recommended at 900 sq ft. was per sign and a reduction to 450 sq ft per sign is too restrictive, not business friendly and create freeway signs that will not be effective.

d. Design

1) The freeway pylon sign may identify up to six (6) individual tenants.

2) The ratio of height to width shall not exceed 2.8:1, except in creative designs which further the objectives of the City, as determined by the Development Services Director. ~~, with a maximum overall height of sixty-five (65) feet.~~

3) The base shall be a minimum of thirty (30) feet in width and ten (10) feet in depth, except in creative designs which further the objectives of the City, as determined by the Development Services Director.

4) The sign area and the base must be designed and constructed using compatible themes, materials, and colors with the overall design of the development.

5) The sign copy of all Freeway Pylon Signs shall be limited to the development name, logo identification, and the identification of tenants.

6) The project or destination name of the development shall be emphasized on the freeway pylon sign. A minimum of 15% of the total sign area shall be devoted to the project or destination name.

7) The identification of the development name and tenant names on the sign shall be in the form of individual pan channel lettering, aluminum routed lettering with acrylic background, or other high quality sign design characteristics. Removable tenant panels made completely of acrylic or plexi-glass materials are prohibited.

8) Freeway Pylon signs shall not be externally illuminated.

e. Freeway Pylon Signs may incorporate electronic message displays subject to the following conditions: *(Not currently allowed – entirely new provisions)

1) An Electronic Message Display shall be included in the calculation of the total permitted sign area

2) Only the following types of electronic message displays shall be permitted, subject to the brightness provisions of Section 908.L:

   a) Single color or multi-color static message displays, where the display changes no more than once every eight (8) seconds. Electronic message displays showing static messages shall use fade or dissolve modes to transition between frames. Text or transitions which scroll, bounce, flash, or employ other animation techniques shall be prohibited.

   b) shall not have any flashing. lower.

   ASA does not support specific requirements for the resolution of electronic message displays. We believe that the specific resolution for an EMD should be determined by the specific application, viewer distances, the user and the sign company professionals. The proposed minimum 20 mm pitch will work well in local and pedestrian applications, while many of the freeway applications given the viewer distance may desire to have a 25 mm pitch. Most of the ADOT freeway signs have a pitch that exceeds the 35 mm pitch and they function very well. In addition, we are not aware of any City that regulates the resolution of electronic message displays. The regulation of the resolution will not guarantee any level of quality.

3) Electronic message displays are required to have an automatic dimmer control to allow for automatic dimming of the intensity of the sign illumination and accommodate varying light conditions.

4) Audio speakers or any form of pyrotechnics are prohibited in association with an electronic graphic sign.

5) All electronic displays shall be oriented towards Interstate-10.

ASA recommends that the City include some language that allows for Council to vary from these standards,

Deleted: Single color displays must have pixel spacing of 35 mm or higher. Multi-color displays must have pixel spacing of 25 mm or higher

Deleted: Full video message displays,

Deleted: where visual images of moving objects are continuously displayed in motion (i.e. television). The programming for video message displays shall be limited to pre-edited messages which do not contain any sudden changes from light to dark to prevent a potential distraction to drivers

Deleted: Full video message displays must have a line spacing of 20 mm or

Deleted: higher

especially if they are approved as proposed, as these standards for freeway signs will not create effective and reasonable signage for businesses that are located adjacent to freeways.

7. Drive-Thru Menu Boards *(Currently allowed in all zoning districts in which drive thru uses are allowed, no changes to size/quantity allowances)

    a. Where drive-thru uses are allowed, drive-thru menu boards are permitted in all commercial and employment districts.

    b. One (1) preview menu board and one (1) ordering menu board is allowed per drive-thru business. Such signs may be free standing or wall-mounted.

    c. The maximum area for each sign shall not exceed thirty-two (32) square feet.

    d. The maximum sign height shall not exceed six (6) feet for freestanding signs.

    e. Such signs shall not be visible from the street by use of a screen wall and/or landscaping.

    f. Menu boards containing speaker boxes must be located a minimum of seventy (70) feet from any residentially zoning district or use and, to the extent possible, oriented away from the residential use.

8. Blade Signs *(New sign type – not currently addressed)

    a. Blade signs are permitted in all commercial and employment districts.

    b. Each user shall be permitted one (1) blade sign hung directly outside of the business's primary entrance.

    c. Maximum size of blade signs shall be three (3) feet in length and one (1) foot in height and be oriented to display their message perpendicular to the face of the building.

    d. The sign shall be suspended from a roof overhang, covered walkway or covered porch. No part of a suspended sign shall extend beyond the edge of the overhang.

    e. A minimum clearance of seven (7) feet shall be maintained between the bottom of the sign and the nearest grade or sidewalk.

9. Center Identification Wall Signs

   a. Center identification wall signs are permitted in all commercial and employment Zoning Districts for centers containing two (2) or more buildings.
   b. Center identification wall signs shall only be located on building frontages which are not designed for tenant occupancy, such as over breezeways.

   c. Center identification wall signs shall contain the name of the building or shopping center only.

   d. Each center identification wall sign shall be allowed twenty-four square feet of area or 1 square foot of sign area for each linear foot of unoccupiable building frontage, whichever is greater.

   e. The number and location of center identification wall signs shall be approved as part of the center's comprehensive sign plan.

10. Freestanding Variable Message Signs for Elementary Schools, Secondary Schools, and Colleges

   a. One (1) freestanding variable message sign shall be permitted in addition to any allowed freestanding identification sign on the property, subject to the requirements of this Ordinance.

   b. The maximum sign area shall be thirty-two (32) square feet with a maximum height of fourteen (14) feet.

11. Variable Message Signs for Motion Picture and Performing Arts Theaters

   a. In addition to the otherwise allowable wall signage for the district in which the theater is located, one (1) theater sign may be located on the wall or marquee of a theater building.

Regulation of content is not allowed

Deleted: Said sign shall be used strictly to display the titles and show times for events at the theater.

   b. The sign shall not exceed seventy-five (75) square feet or the maximum allowed wall sign area, whichever is less.

12. Freestanding Variable Message Signs for Places of Worship

   a. Freestanding identification signs for places of worship in all commercial and employment districts shall be allowed to use up to 50 percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance.

13. Freestanding Variable Message Signs for Military Veteran and Fraternal Organization Halls

    a. Freestanding identification signs for military veteran and fraternal organization halls in the C-1, C-2, and C-3 districts shall be allowed to use up to 50 percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance.

14. Freestanding Variable Message Signs for Municipal Uses

    a. Freestanding identification signs for municipal uses in all commercial and employment districts shall be allowed to use up to 50 percent of the allowable single tenant monument sign area for a variable message sign, subject to the requirements of this Ordinance.

15. Freestanding Variable Message Signs for Vehicle Fueling Stations

    a. Vehicle fueling stations on independent parcels within the C-2, C-3, and A-1 zoning districts may use up to 24 square feet of an allowed single tenant monument sign for a variable message fuel price sign.

    b. Vehicle fueling stations within the C-2, C-3, and A-1 districts that are part of a shopping center or other planned development where businesses are not permitted to have individual freestanding identification signs shall be allowed one (1) freestanding fuel price sign on each adjacent street frontage. The maximum sign area shall be sixteen (16) square feet with a maximum height of six (6) feet.

E. **Off-Premise Signs *(Moved from 909.D.1.c)**

1. No off-premise signs shall be permitted except those explicitly authorized by this Ordinance.

2. Community kiosk signs.

    a. Sign panels on city-approved kiosk structures may be permitted for the purpose of providing directional information to community facilities and attractions and residential developments including mobile home parks and apartment developments within the first two (2) years after approval of the first building permit for the site.

    b. Community kiosk signs shall not exceed twelve (12) feet in height and five (5) feet six (6) inches in width.

c. Community kiosk signs shall be located within the public right-of-way of a minor ~~arterial~~ collector or higher street classification. A right-of-way permit shall be required.

d. A community kiosk location plan shall be prepared showing the site of each kiosk and shall be submitted and approved by the Development Services Department prior to issuance of a sign permit.

e. A minimum of thirty (30) inches at the top of each kiosk sign shall be reserved for the placement of an approved city logo and a twenty-four (24) inch clearance shall be provided on the bottom of each community kiosk.

f. Sign panels advertising residential developments shall not exceed eighteen (18) inches in height.

3. City Center Business District Signs

a. Within the City Center (CC) District, business district signs which only advertise the name of a particular district and announce special district events shall be permitted.

b. Business district signs shall not serve as multi-tenant signs.

c. Along arterial and collector streets, business district signs may take the form of a wall mounted sign or freestanding sign. Along all pedestrian retail and local streets within the City Center, business district signs shall be wall mounted.

d. The maximum size, height, and design will be determined during the design review process.

F. **Temporary Signs *(No Changes except this section was moved from old section 914.E)**

1. Portable religious assembly signs

a. Temporary identification and directional signs for religious assemblies are allowed in all zoning districts subject to obtaining a temporary sign permit. The permit will be valid for up to one (1) year.

b. The maximum sign area shall be eight (8) square feet with a maximum height of three (3) feet.

c. Portable religious assembly signs may be located offsite in the immediate area with permission from property owner(s).

d. Signs shall not be displayed more than twenty-four (24) hours in advance of the first assembly and must be removed promptly after the last assembly each day.

2. Interim Business Identification Banners

a. Banners may be used for temporary business identification in the commercial and employment districts subject to obtaining a temporary sign permit. A sign permit for a permanent wall sign must be approved and the applicant must be diligently pursuing the manufacture and installation of the permanent sign.

b. The area of the banner shall not exceed the area permitted for the permanent wall sign.

c. The banner shall only be placed on the wall of the tenant space occupied by the business.

d. Interim business identification banners may be displayed only from the date a Certificate of Occupancy is issued until the date the permanent sign is installed subject to the following limitations.

1) The initial display period shall not exceed thirty (30) days, but may be extended by the Zoning Administrator if the applicant demonstrates reasonable progress toward installation of the permanent sign. All extension requests and approvals shall be in writing.

2) The total display period shall not exceed ninety (90) days under any circumstances.

3. Grand Openings and Special Promotions

a. Temporary signs may be used to advertise grand openings and special promotions in all zoning districts subject to obtaining a sign permit. Grand openings and special promotions may include pennants, banners, streamers, flags, balloons, inflatable structures, search lights, character or product likenesses, attention attracting media and devices and other non-merchandise displays.

b. Commercial/Employment Developments

1) Grand opening signs are allowed for a maximum of thirty (30) consecutive days when a new business opens, the business name changes or there is a change in business ownership.

There shall be a minimum of one hundred eighty (180) days between displays.

2) Temporary signs may be used to advertise special promotions for a maximum of ten (10) consecutive days no more than three (3) times each calendar year. There shall be a minimum of thirty (30) days between each display.

3) Displays shall not be illuminated with the exception of searchlights.

4) Displays shall not be placed on the roof of any building.

5) All balloons and inflatable structures shall be tethered.

6) Lighter than air balloons shall not exceed twice the allowed building height or one hundred (100) feet whichever is less.

c. Residential Developments

1) Temporary signs may be used to advertise the initial opening of a model home complex, apartment complex, or residential condominium development or the conversion of an apartment complex to condominiums, for a maximum period of thirty (30) consecutive days.

2) Temporary signs may be used to advertise special promotions for a maximum of thirty (30) consecutive days no more than three (3) times each calendar year. There shall be a minimum of thirty (30) days between each display.

3) Displays may not be illuminated.

4) Displays shall not be placed on the roof of any building.

5) All balloons and inflatable structures shall be tethered.

6) Lighter than air balloons shall not exceed twice the allowed building height or one hundred (100) feet whichever is less.

4. Business Identification A-Frame Signs

a. A-Frame signs may be used for onsite business identification and advertising in the R-O, C-O, C-1, C-2, C-3, CP, Cashion, and A-1 Zoning Districts subject to obtaining a sign permit. The sign permit shall be valid for a period of one (1) year, but may be renewed

annually subject to City review and approval. *(Removed from the OTAB and CC Districts – replaced by Way-finding signs)

b. One A-Frame sign shall be permitted for each business with a gross floor area of less than ten thousand (10,000) square feet.

c. The minimum separation between A-Frame signs shall be twenty (20) feet.

d. A-Frame signs shall not exceed two (2) feet in width and three (3) feet in height.

e. A-frame signs must adhere to the following construction standards:

1) Shall be constructed of not less than one-half (1/2) inch thick, high density, exterior grade material with sufficient weight to withstand wind gusts and weather;

2) Shall have a protective water resistant coating that is impervious to weather;

~~Shall be constructed with fixed letters that are non-reflective and not interchangeable; and~~

3) Shall be maintained in a professional manner so as to be free of chipping paint, cracks, gouges, loss of letters and fading.

f. The sign shall be displayed only during daylight hours when the business is open to the public.

g. Businesses in a shopping center or other multi-tenant complex may place an A-Frame sign adjacent to the business, at the perimeter of the site, or in a landscaped common area unless otherwise prohibited by this ordinance.

h. A-Frame signs may be located within the public right-of-way. Signs shall be placed at least one (1) foot behind the sidewalk when ~~otherwise allowed~~ adjacent to a public street. If no sidewalk exists, the sign shall be placed at least five (5) feet behind the back of curb line. If no sidewalk or curb exists, then the sign shall be placed at least five (5) feet behind the edge of pavement.

i. A-Frame signs shall not be located:

1) On a public street or public sidewalk.

2) Closer than thirty (30) feet to the edge of an access drive or street intersection right-of-way;

3) In raised, painted, or landscaped medians;

4) Across a public street from the business in which it advertises;

5) In parking spaces, driveways or drive aisles;

6) Where there is less than four (4) feet of clearance for pedestrian passage or at any other location that would pose a potential hazard to pedestrian traffic; or

7) On top of any vehicle, structure, screen wall, boulder, or landscaping other than turf or decomposed granite.

5. Way-Finding Signs

a. Way-finding signs may be used for onsite business identification and advertising in the CC and OTAB Zoning Districtssubject to obtaining a sign permit. The sign permit shall be valid for a period of one (1) year, but may be renewed annually subject to City review and approval. One (1) sign is allowed per business, unless otherwise noted in this Section.

b. Way-finding signs shall be subject to the following locational restrictions:

4) Way-finding signs may be located within the public right-of-way but shall not be affixed or otherwise attached to objects including but not limited to light poles, trees, traffic signals, benches, street signs, fencing, or bike racks

5) Signs must be located to allow for a minimum six (6) foot wide clear pedestrian pathway to and from all building entrances and exits.

6) Signs for individual ground floor businesses shall be located within three (3) feet of the building frontage and within ten (10) feet of the business entry. Businesses above the ground floor shall locate signs within ten (10) feet of a stairway or elevator entrance.

7) Signs for courtyard entries shall be limited to one (1) sign for all businesses located in the courtyard which utilize the same common entry. Multiple businesses may collocate signage on the same sign

structure. Signs shall be located within ten (10) feet of the courtyard entrance.

2. Way-finding signs shall be a maximum of eight (8) square feet in area, five (5) feet in height, and shall not exceed two (2) feet in width.

3. Way-finding signs shall have a substantial base and utilize a a design and colors which complements a business' permanent signage. Way-finding signs shall not be A-Frame type signs.

G. Future Development Signs

a. Future development signs are allowed on undeveloped parcels in all zoning districts subject to obtaining a sign permit. One (1) sign shall be allowed per development on each street frontage. The sign must pertain to the property on which it is located.

b. A sign permit shall not be issued prior to site plan or preliminary plat approval.

c. On parcels less than one (1) acre, the sign shall have a maximum area of six (6) square feet with a maximum height of five (5) feet. On parcels one acre or larger, the sign shall have a maximum area of thirty-two (32) square feet with a maximum height of eight (8) feet.

d. The sign shall be removed if building permits have not been issued within one (1) year from the date the sign permit is issued.

e. The sign shall be removed prior to or concurrent with the placement of a construction sign on the site.

H. Residential Subdivision Signs

a. Temporary subdivision identification signs are allowed in all residential zoning districts subject to obtaining a sign permit. One (1) sign shall be allowed at each arterial entry to the subdivision. The sign must pertain only to the subdivision in which it is located.

b. A sign permit shall not be issued prior to the issuance of construction permits for the subdivision.

c. The maximum sign area shall be forty-eight (48) square feet with a maximum height of twelve (12) feet.

d. The edges of the sign shall be boxed.

e. All signs shall be removed when the models for the subdivision close or when ninety-five (95) percent of the lots have been sold if there are no models.

I. Model Home Signs

a. Model home signs are permitted in all residential districts subject to obtaining a sign permit. One (1) sign shall be allowed at each model home complex within the subdivision.

b. A sign permit shall not be issued prior to the issuance of building permits for the model homes.

c. The maximum sign area shall be forty-eight (48) square feet with a maximum height of twelve (12) feet.

d. The edges of the sign shall be boxed.

e. The sign shall be removed when the model home complex closes.

J. Model Home Pennants

a. Model home pennants are permitted in all residential districts subject to obtaining a sign permit. A maximum of ten (10) pennants shall be allowed per model home complex.

b. The maximum pennant size shall be six (6) square feet with a maximum height of twenty (20) feet.

c. The minimum spacing between poles shall be ten (10) feet.

d. Pennants shall be removed when the model home sales office closes.

K. Neighborhood and Community Event Signs

a. Neighborhood and community event signs are permitted in all zoning districts subject to obtaining a sign permit. Neighborhood and community event signs may be located offsite in the immediate area with permission from property owner(s).

b. The maximum sign area shall be eight (8) square feet with a maximum height of three (3) feet. The number of onsite and offsite signs for each event shall be determined at the time of sign permit approval.

c. Signs shall not be displayed more than seventy-two (72) hours prior to the event.

d. All signs must be removed within twenty-four (24) hours after the event.

L. Signage for Approved Temporary Uses

a. Onsite identification signs.

1) Identification signs for temporary uses approved in accordance with Section 1 of this Ordinance are allowed in all zoning districts subject to obtaining a sign permit. One (1) onsite sign shall be allowed per street frontage.

2) In residential districts the maximum sign area shall be sixteen (16) square feet with a maximum height of five (5) feet on parcels less than one (1) acre. For parcels one (1) acre or larger the maximum sign area shall be thirty-two (32) square feet with a maximum height of eight (8) feet. In employment and commercial districts the maximum sign area shall be thirty-two (32) square feet with a maximum height shall be eight (8) feet.

3) Signs shall not be displayed more than seventy-two (72) hours prior to the start of the temporary use.

4) All signs must be removed promptly at the end of the temporary use.

b. Traffic directional signs.

1) On-site traffic directional signs for temporary uses approved in accordance with Section 1 of this Ordinance are allowed in all zoning districts subject to obtaining a sign permit. The maximum area of each onsite sign shall be eight (8) square feet with a maximum height of three (3) feet.

2) Off-site traffic directional signs for temporary uses approved in accordance with Section 1 of this Ordinance are allowed when specifically required by the City. The type, location and size of offsite directional signs shall be determined during the temporary use permit approval process. Permission from applicable property owners is required for off-site signs.

3) Off-site traffic directional signs shall only be displayed when the temporary use is open to the public unless otherwise authorized during the temporary use approval process.

M. Street banners.

a. Street banners are permitted in all zoning districts subject to obtaining a right-of-way permit.

b. Street banners require the approval of the City's Public Information Officer and the City Engineer.

c. All banners must further the interests of the community.

d. Street banners shall only be hung from approved street light poles or other structures on brackets that meet City engineering standards. (Ord. No. 1208-1006, § 4, 10-16-06)

914 Sign ~~Permits~~ Permitting *(Formerly section 910)

A. General ~~Permits Required~~

1. No sign shall hereafter be erected, re-erected, constructed or altered except as provided by this ordinance. Where sign permits are required, a separate permit shall be requested for a sign or signs for each business entity, and/or separate permit shall be required for each group of signs on a single supporting structure. Where signs are illuminated electrically, a separate electrical permit shall be obtained as required by the ~~Electrical Code of the City of Avondale~~ City's adopted electrical code.

2. Nothing contained herein shall prevent the erection, construction, and maintenance of official traffic, fire and police signs, signals, devices and markings of the State of Arizona and the City of Avondale, or other public authorities, or the posting of notices required by law.

3. Any new sign which requires a permit and which also meets all requirements of this Section shall be issued a permit.

B. Permit application and expiration.

1. Except as otherwise noted in this ordinance, it shall be unlawful for any persons to erect, alter, construct or relocate any sign within the city without first obtaining a permit. In addition, electrical permits are required for electrical signs.

2. A sign permit ~~shall be made in writing upon forms provided by the Avondale Building Inspector's office~~ application shall be submitted to the Development

Services Department. The application shall contain the location by street and number of the proposed sign, as well as the name, address and signature of the property owner, business owner and/or sign contractor. Three (3) ~~Two (2)~~ copies of plans and specifications shall be submitted with the application for each sign; one (1) copy being returned to the applicant at the time the permit is issued. All plans shall show complete details, to include size, materials, colors, method of support or attachment, name and address of the persons or firm designing said sign and a plot plan showing location of sign on the premises.

3. Prior to acceptance of any Sign Permit application, the City shall collect a plan review fee in accordance with a Development Services Department fee schedule established by the City Council.

4. Within 30 days of the receipt of a sign permit application, the City shall approve or deny said sign permit application. In lieu of issuing a denial of an application which does not conform to the requirements of this Ordinance, the City may suggest revisions to bring the proposed sign into conformance. An applicant may, at any time, forego the revision process and request a formal approval/denial.

5. Prior to issuance of any Sign Permit ~~Before issuing any sign permit~~ required by this ordinance, the City shall collect permit fees in accordance with a Development Services fee schedule established by the City Council.

6. If work for which a permit is required by this ordinance is started before a permit has been issued, the fees ~~specified above~~ shall be doubled. The payment of such double fee shall not relieve any persons from in the execution of the work or from any penalties prescribed herein.

7. If ~~actual work is~~ installation of a sign has not commenced under any permit issued under the provision of this section within ~~ninety (90)~~ 180 days from the date of such permit, or upon completion of building, such permit shall become null and void. ~~If the building operations under any permit issued under this section are suspended for a period of sixty (60) days, such permit shall become null and void.~~

8. All signs for which a Permit is required shall be subject to the following inspections:

    a. Footing inspection on all freestanding signs exceeding six (6) feet in height ~~fifty (50) square feet in area~~.

    b. Inspection of all braces, anchors, supports and connections, including wall signs.

c. All signs containing electrical wiring shall be subject to the City's adopted electrical code ~~Avondale Electrical Code~~; all electrical components shall bear the label of an approved testing agency.

d. Site inspection to ensure that the sign has been constructed according to approved application and a valid sign permit.

9. All temporary signs requiring permits shall be marked with a City issued sticker denoting the permit number and expiration date. ~~Temporary signs shall be marked to show permit number and expiration date.~~

10. Each sign shall be maintained in good order and repair at all times so that it constitutes no danger or hazard to public safety.

915 Sign Definitions

A-Frame Sign – A temporary/portable sign constructed in such a manner as to form an "A" or tent-like shape.

Abandoned Sign - Any sign which no longer correctly directs a person to or advertises a bona fide business, lessor, owner, product, activity conducted or product available on the premises where such sign is displayed.

Address Sign – A sign designed to display the number or other designation assigned to a housing unit, business establishment, or other structure for purposes of mail delivery, emergency services, and so forth.

Animated Sign – Any sign which includes action, motion or color changes of all or any part of the sign facing, requiring electrical energy or set in motion by movement of the atmosphere, excluding flags.

Banner - A temporary sign made of fabric, plastic, or other light, pliable, weather-resistant material, not enclosed in a rigid frame.

Blade Sign – A small, pedestrian oriented sign that is hung beneath a canopy for the purpose of business identification.

Box Cabinet Sign – A sign which contains two dimensional text and/or logos painted on or otherwise affixed to a panel, usually lexan, and attached to a cabinet. This definition shall not include custom cabinet signs, which by definition include a minimum of three (3) graphic levels to create depth and add visual interest.

Building Façade - The exterior elevation of a building structure excluding any porches, overhangs, covered walkways, drive thru covers, or similar appendages.

Center Identification Wall Sign - A sign located on the exterior wall of a building used to identify only the name of a shopping center or office complex. Such a sign may only be placed on building frontage that is not occupied by any tenant and that is common building space, such as a common lobby or open breezeway.

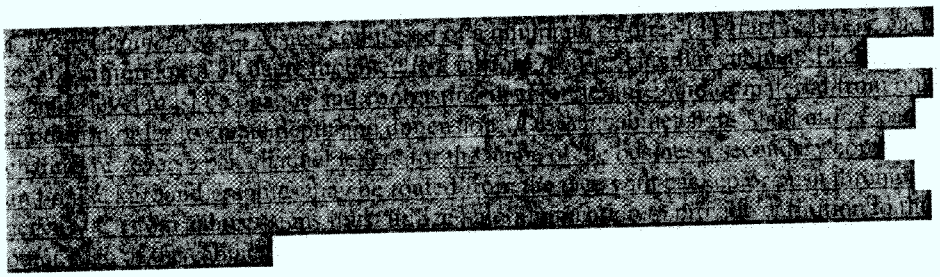
Commercial Center - Any property with a minimum land area of ten (10) acres developed with a multi-tenant office or retail development.

Community kiosk sign – A City managed off-premise sign designed to provide directional information to residential developments, community facilities, and attractions.

~~*Attached Sign* – Any sign which is fastened, attached, connected, or supported in whole or in part by an attached building or structure other than a sign structure which is supported wholly by the ground.~~

Contractor Sign – A temporary sign identifying an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located.

Curb Line - The line at the face of the curb nearest the street or roadway. In the absence of a curb, the curb line shall be established by the City Engineer.



Directly Illuminated Sign – Any sign designed to provide artificial light through exposed lighting on the sign face, such as neon. This definition shall not include internally illuminated pan channel or other similar internally illuminated signs.

Directional sign – A sign of non-commercial nature which indicates access to parking and loading areas or indicates traffic circulation patterns; or which indicates the location of public or educational institutions, historical areas or structures, or public parks. Directional signs shall not include the name or logo of any commercial business.

Directory Sign - A sign designed to show the relative location of several commercial activities within a shopping center, office park, commerce park, apartment complex, or other multi-tenant master planned development.

Drive-Thru menu board – A wall or freestanding sign that lists the products and prices of products for items available at drive-thru facilities, often containing a two way communication device used by customers to place an order.

Electrical Sign - Any sign or advertising device which has electrical wiring in or attached to it.

Electronic Message Display – A sign or portion of a sign consisting of a video screen or similar technology displaying a fixed and/or varying message and which changes through electronic means.

Embellishment - Anything that enhances the appearance of a freestanding sign without having a functional purpose. For the purpose of this Ordinance, embellishment may not include any symbol, representation, logo, insignia, illustration or other form of advertising message for any business on site. It may contain a the name and or symbol, representation, logo, or insignia, of a master planned shopping center, office park, commerce park, or other master planned multi-tenant development. ~~shall mean letters, figures, characters or representations in cutouts or irregular forms or similar ornamentation whether or not attached to, affixed to, or superimposed upon, advertising signs.~~

~~"Fascia" shall mean a parapet-type wall used as part of the edifice of a flat roofed building and projecting not more than six (6) feet from the building face immediately adjacent thereto. Such a wall shall enclose at least three (3) sides of the projecting flat roof and return to a parapet wall or the building.~~

Flag – Any fabric or other flexible material designed to be flown from a flagpole or similar device.

~~"Flashing sign" shall mean an illuminated sign which exhibits changing light or color effect by blinding or by any other means so as to provide incon-tant illumination.~~

~~"Free-standing building"~~*Single User Development* - Any lot and single-tenant building that is not part of a master planned shopping center, office park, commerce park, or other multi-tenant development. ~~shall mean the lot and building being owned by the same owner that is not part of a planned shopping center.~~

Free-standing sign – A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.

Freeway – For the purposes of this Ordinance, freeway shall mean Interstate-10, to include all traffic lines, ramps, appurtenances, and undeveloped or unpaved land within the ADOT right-of-way. ~~shall mean a highway, in respect to which the owners of the abutting lands have no right or easement of access to or from their abutting properties, or in respect to which such owners have only limited or restricted right or easement of~~

~~access, the precise route of which has been determined and designated as a freeway by an authorized agency of the state or a political subdivision thereof. The term shall include the main traveled portion of the traffic way, and all ramps and appurtenances.~~

Freeway pylon sign – A freestanding sign, sometimes containing an electronic message display, designed and oriented to attract the attention of freeway drivers to a commercial or mixed-use development site directly abutting a freeway right-of-way.

~~"Freeway commercial corridor" shall mean those areas located within commercial and PAD Districts, which abut the right-of-way of Interstate 10 and extend to a depth of up to one thousand (1,000) feet.~~

~~"Front foot (of a building or parcel of land)" shall mean the maximum width measured on a straight line parallel to the street.~~

Fuel price sign - A variable message sign used by ~~commercial~~ vehicle fueling stations to identify the type, grade, and price of fuel being sold.

Future development sign – A temporary sign which provides information about the future development of a property and may include a depiction of an approved site plan, approved building elevations, as well as contact information for parties involved in the project.

Grand opening sign – A temporary sign used to indicate the opening of a new business or residential community. Grand opening signs can take the form of pennants, banners, streamers, flags, balloons, inflatables, character or product likenesses, attention attracting media and devices, and other inanimate non-merchandise displays. Search lights may also be used.

~~"High rise building" shall mean any building or structure with more than four (4) stories above ground.~~

Ideological sign – A temporary sign which announces or supports the personal views of the property owner or tenant of the parcel on which the sign is located.

Illegal sign - Any sign which does not meet at least one of the following conditions:

1. Allowed by this ordinance and not requiring a permit.
2. Allowed by this ordinance with permit and carrying a valid permit.
3. Not allowed by this ordinance but legalized by variance and proper permit.
4. Not allowed by this ordinance but approved as part of an approved comprehensive sign plan associated with a Planned Area Development (PAD).

~~4. Allowed by this ordinance, subject to a use permit or a special use permit, providing the permit has been granted and a proper permit is in force.~~

5. A nonconforming sign as defined in this ordinance.

~~"Incombustible material" shall mean any material which will not ignite at, or below a temperature of one thousand two hundred (1,200) degrees F, during an exposure of five (5) minutes, and which will not continue to burn or glow at that temperature.~~

Interim Business Identification Banner – A temporary banner used to identify a business only during the time period a permanent wall sign is being designed, constructed, and installed.

Interior property line - A recorded property line of a parcel which is located within the area circumscribed by a recorded plat but not abutting public right-of-way.

Internally illuminated sign ~~lighting~~ - A sign which contains a source of illumination located wholly inside the sign, designed to make the sign content visible at night by means of light being transmitted through a translucent material, but whose source of illumination is not be visible.

Indirectly illuminated sign – A sign which contains a source of illumination wholly within the sign which makes the design visible at night by means of lighting the background upon which free-standing characters or letters are mounted, but whose source of illumination is not visible. The characters or letters themselves shall be opaque, and thus will be silhouetted against the background.

Leading edge - The portion of a free standing sign or the base of the sign that is nearest to a property line.

Low profile wall identification sign – A type of wall sign identifying the name and/or address of a master planned commercial, employment, or mixed use development which is used to create a sense of place. Low profile wall identification signs shall not be used for advertising purposes.

Maintenance - The replacing or repairing of a part or portion of a sign made unusable by ordinary wear and tear or by damage beyond the control of the sign's owner.

Marquee -A permanent roof-like structure extending from part or all of the building facade over a public right-of-way and constructed of some durable material such as metal, glass, or plastic.

Master planned development - A self-contained development under unified ownership, often with a mixture of land uses, planned and developed as a whole in a single phase or programmed in a determined series of phases, and in which the subdivisions and zoning controls are applied to the project as a whole rather than to individual lots.

Model home sign – A temporary sign which serves to draw attention to a developer's sales office and or model home site.

Monument style sign - A freestanding sign where the base of the sign structure is on the ground or a maximum of 12 inches above the adjacent grade. The width of the top of the sign structure can be no more than 120 percent the width of the base. The design of monument signs shall complement the architecture of buildings on the site. In addition to tenant information, all monument signs shall contain the address of the building(s) it supports ~~shall mean a sign in which the width of the sign base shall be equal to the sign fascia, and shall be in architectural conformity with the primary structure.~~

Multi-tenant monument sign – A monument sign that serves as a common or collective identification for two or more uses on the same site. In addition to tenant information and address, multi-tenant monument signs shall contain the name of the shopping center, office park, or other multiple user development type which it serves.

Multi-tenant non-residential development ~~Shopping Center~~ – A development site whereupon a number separate commercial and/or employment activities are located and in which there are appurtenant shared facilities, such as parking and pedestrian walkways, ~~and in which the public can obtain varied products and services.~~ Distinguishing characteristics of a multi-tenant non-residential development may, but need not, include common ownership of the real property upon which the development ~~center~~ is located, common wall construction, and multiple-occupant commercial use of a single structure. To include shopping centers, office parks, and commerce parks.

Nonconforming sign - Any sign which is not allowed under this ordinance, but which, when first constructed, was legally allowed by the City of Avondale or the political subdivision then having the control and regulation over construction of signs. ~~and has been in continuous use.~~ To retain conforming status, such signs shall be determined to be in current and continuous use. ~~and shall be subject to the nonconforming sign provisions of this ordinance.~~

~~"Nonstructural trim" shall mean the molding, battens, caps, nailing strips, lattieing, cutouts or letters and walkways which are attached to the sign structure.~~

Off-premise sign ~~(billboard)"~~ – A sign or similar structure which portrays information and directs attention to a business, commodity, service, entertainment or product not located ~~necessarily related to the other uses existing~~ on the premises upon which the sign is located. ~~A sign shall be classified as an off-premise sign unless at least fifty (50) percent of the advertising area is devoted to identifying a business operation on the premises, or to a product that is manufactured on the premises.~~

Open house sign – A temporary sign used to advertise the sale of a house and direct traffic to the house for sale, which can be placed off-site in proximity to the house for sale.

~~"On premise sign" shall mean a sign directing attention to a business, commodity, service, or entertainment conducted, sold, or offered upon the same premises as those upon which the sign is maintained.~~

~~"Outdoor type business" shall be defined as a business where all or most of the business is conducted, or items displayed, in an open area and which is allowed under the Avondale Zoning Ordinance.~~

Parapet ~~wall~~ – The portion of a wall which extends above the roof line. ~~shall mean a wall extended above the roof line of a building. Maximum height no more than four (4) feet.~~

Parcel – A lot or a contiguous group of lots under common ownership and or control, considered a single development site. ~~shall mean a parcel of land shown on a subdivision map, record of survey map, parcel map, or a parcel described by metes and bounds and which constitutes one development site, whether composed of a single unit of land or a contiguous unit under common ownership.~~

Permanent sign – A sign which is intended to be and is so constructed as to be of lasting and enduring condition, remaining unchanged in character, condition (beyond normal wear) and position. ~~provided the sign is listed as a permanent sign in this ordinance.~~

Political Sign – A temporary sign announcing or supporting candidates or issues in connection with any national, state, or local election.

Portable sign – Any sign not permanently affixed to the ground or structure on the premises it occupies.

Portable religious assembly sign – A temporary A-Frame sign, often located off-site, used to display the time and date of religious services at a nearby place of worship and to direct people to said place of worship.

~~"Plastic materials" shall mean those materials made wholly or principally from standardized plastics listed and described in U.B.C. Standard No. 52-1-73.~~

Plate line - The point at which any part of the roof structure first touches or bears upon an external wall.

Pole sign – A freestanding sign where the width of the top of the sign structure is 95 or 120 percent wider than the width of the base.

Primary Elevation – The side of a commercial, office, or industrial building which contains the main entrance. In instances where there is no singular main entrance, the primary elevation shall be the building's most significant side as determined by the Zoning Administrator.

Projecting sign - Any sign attached to a building or other structure which extends in whole or in part more than fifteen (15) inches beyond the building line.

Raceway - An electrical enclosure that may also serve as a mounting structure for a sign. Signs mounted to exposed raceways are prohibited.

Real Estate Sign - A temporary sign indicating the availability for sale, rent, or lease of a specific parcel, building, or portion of a building, along with contact information for the associated property owner or real estate broker.

Roof line - The highest point of the main roof structure, not including cupolas, projections or other similarly minor raised portions of the roof.

~~"Roof sign" shall mean a sign erected in any way upon a building or structure which extends above the plate line of the building or structure, but not including signs defined as wall-mounted signs. The maximum pitch on a roof shall be a five (5) in twelve (12) pitch for roof mounted signs.~~

~~"Setback area" shall mean the open space area defined in the Avondale Zoning Ordinance under front, side and rear yard setbacks.~~

~~"Sidewalk" shall mean that portion of the public right-of-way between the property line and the established street curb line, whether paved or not.~~

Single-tenant monument sign - A monument sign that identifies the name, address and tenant information of a single user development. Single tenant monument signs may not be used by freestanding pad buildings or any other businesses located within a planned shopping center.

Sign - Any device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge or insignia of any government or governmental agency, or of any civic, charitable, religious, patriotic, fraternal or similar organization, and further not including any item of merchandise normally displayed within a show window of a merchant.

The term "sign" shall mean and include any display of any letter, numeral, figure, emblem, picture, outline, character, ~~spectacle delineation, announcement or anything in part or in combination by any means whereby the same are made~~ visible to the eye and used for the purpose of attracting attention outdoors, ~~and to make anything know, whether such display be made on, attached to or as a part of any other structure, surface or thing; including but not limited to, the ground or any rock, tree, or other natural object~~ when display is visible beyond the boundaries of the lot or parcel of property on or over which the same is made.

Sign area - See Section 906

Sign height -The vertical distance measured from the adjacent street grade or upper surface of the curb, whichever permits the greatest height, to the highest point of said sign, excluding embellishment.

Sign structure - The supports, uprights, braces, and framework of a sign.

Sign walker – A person who wears, holds, or balances a commercial sign for the explicit purpose of promoting a business.

Special promotion sign – A temporary sign used to advertise a sale event or other similar special promotion. Grand opening signs can take the form of pennants, banners, streamers, flags, balloons, inflatables, character or product likenesses, attention attracting media and devices, and other inanimate non-merchandise displays. Search lights may also be used.

Stroke width - The width of the major lines comprising a letterform. A wider stroke width is used to make a bolder letter; a narrower stroke width is used to make a lighter letter.

Subdivision identification sign – A sign, by means of symbol or name, identifies a residential community. Subdivision identification signs shall not include information used for a commercial purpose, including leasing rates, phone numbers, or similar.

~~"Structure" shall mean that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.~~

Temporary sign – A sign not intended or designed for permanent display. ~~Any sign, banner, pennant, balance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other like materials, with or without frames, intended to be displayed for a short period of time only, not to exceed a period of sixty (60) days.~~

Theater sign – A variable message sign used by motion picture and performing arts theaters to announce current attractions, show times and on-site events.

~~"Time and temperature sign" shall mean a variable message sign used to display the current time and air temperature.~~

~~"Uniform Building Code" shall mean the current edition of the Uniform Building Code.~~

~~"U.B.C. Standards" shall mean the standards set forth in the current edition of the Uniform Building Code adopted for use by the City of Avondale.~~

Variable message sign - A sign or portion of a sign designed to allow the immediate and frequent change of copy by manual, mechanical, or electronic means.

Vehicle sign – A sign mounted to, pasted, painted, or drawn on any vehicle, whether motorized or drawn, that is placed, parked, or maintained at one particular location for the express purpose and intent of promotion or conveying an advertising message. ~~shall mean signs mounted upon, painted upon, or otherwise erected on a trailer, truck,~~

~~automobile or other vehicle so parked or placed so that the signs thereon are visible from a public street or right-of-way.~~

Wall mounted sign - A sign mounted flat against or painted on the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of said wall. No wall mounted sign shall project more than fifteen (15) inches from the wall. The use of exposed raceways for mounting wall signs is prohibited.

Way-finding sign - A temporary, removable sign intended to allow businesses located within pedestrian-oriented environments to identify a business name and/or the service being provided.

Window sign - A sign affixed to the interior or exterior of a window, or any sign located inside a building within six (6) feet of the interior side of the window and displayed so as to attract the attention of persons outside the building. ~~(Ord. No. 1187-506, § 1, 5-15-06; Ord. No. 1213-1106, § 1, 11-20-06; Ord. No. 1257-507, § 1, 5-7-07)~~

Kenneth Galica

From: james carpentier [consultantcommunityplanning@gmail.com]
Sent: Monday, August 03, 2009 2:25 PM
To: Kenneth Galica
Cc: info@arizonasign.org
Subject: Re: Avondale Sign Ordinance
Attachments: ISA_Electronic_Message_Display_Brightness_Guide.pdf

Hello Ken,

Thanks for the information. I hope that all is well with you also.

I would like to say that the concern for dark skies is understood, but I have not seen any studies or evidence that signs of any type (except those with up lighting which are not so common) including electronic message displays are a factor with dark skies. Electronic message displays can be reasonably regulated so as to provide a economic development and still fit in with the community. The Commissioners and Council would have viewed some message displays on the 202 and 10 that do not have restrictions on change rates (some allow for animation) or illumination levels at night time. The Commissioners and Council should understand that they have a variety of options in regards to regulations, as they do not have to allow for the animation and illumination levels that were observed. The Council and Commission viewed electronic message displays about 3 times as large as would be allowed in the proposed Avondale code. The City can have conservative illumination levels that will function well (which is what was recommended by ASA) and no animation and a reasonable change rate for messages.

If electronic signs will be allowed through development agreements the City still needs to address the regulatory issues around illumination levels and the type of change rates allowed rather than by negotiation for each project. Another option is to have electronic message displays allowed by a conditional use permit with standards acceptable to the Council in the code.

FYI, I have attached the ISA recommended brightness levels for electronic message center signs. (This is very similar to the recommendations The Arizona Sign Association provided to you previously).

I would be happy to discuss this with you in greater detail.

James

On Wed, Jul 29, 2009 at 10:56 AM, Kenneth Galica <kgalica@avondale.org> wrote:

Hi James,

It's been a while since we've talked; hope all is well.

I think I told you that we organized a joint Planning Commission and City Council bus tour to view the Electronic Message Displays along I-10 in Tempe and Chandler and also along the 202 in Chandler. We had that tour a couple weeks back and the direction staff received was very clear.

Planning Commissioners who attended remained steadfastly against including these signs in the Zoning Ordinance, largely because of their impacts on aesthetics and dark sky concerns. The City Council was more mixed, however they were less enthusiastic electronic message displays than when we had originally discussed this with them back in March. Some Council Members voiced an opinion that we need to have these signs as an option for economic development but that they should be the exception rather than the rule; it was nearly unanimous that electronic message displays should be severely limited in Avondale.

After discussion, it was determined that the best way for the City to proceed was to remove electronic message displays from the new Sign Ordinance. However, City Council indicated that for projects the City viewed as extremely vital from an economic development standpoint, they would entertain the possibility of entering into a Development Agreement to allow for static message electronic displays. Projects that were discussed as possible partners in a development agreement were our Automall as well as our planned City Center area. It appeared as if everyone was more comfortable with this solution rather than allowing the signs by right subject to the provisions in the last Ordinance draft; it's also a solution the City is comfortable with since we have a long history of using EDAs.

I'm currently updating the Ordinance to remove the electronic message display portions (in regards to freeway pylon signs – other electronic displays such as gas station price signs, etc. will not be affected). I'll get you a copy when the draft is completed. We're planning on taking it back to Planning Commission for recommendation on August 20th. I've also attached a copy of the tour minutes for you to peruse if you were interested in the details.

Regards,

Ken Galica

Planner II

Development Services Department

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October 8, 2009

To: Planning Commission, City of Avondale

Re: Arizona Sign Association recommendations to the proposed PC draft of the sign code

The Arizona Sign Association (ASA) appreciates the opportunity to provide comment on the proposed sign code. Ken Galica has incorporated many comments that ASA has provided to the City. This Association truly appreciates this cooperation. However, ASA does have a couple of important issues that we request that the Planning Commission to consider.

Arizona Sign Association recommendations for the proposed sign code amendments to Avondale Sign Code

Recommended deletions are in . Recommended changes to the code are underline blue, and Arizona Sign Association comments are in *italics bold*.

Deleted: strikeout purple

913 D.c. Signs Authorized with Permits

Wall mounted signs for individual businesses may identify only the business name/logo and up to three (3) services provided by said business.

Deleted: Such signs shall not contain any advertising copy.

This comment applies to all of the proposed language that prohibits advertising copy, which is located in 12 sections of the proposed sign code. The regulation of sign content should be predominately "content neutral" and address time, place and manner. The proposed code now includes 12 sections that prohibits any advertising copy. The regulation of sign content should be predominantly "content neutral" and address time, place and manner. The proposed regulations have now gone in the direction of including a predominance of content regulation and therefore are more "content-based." . "When local governments enact sign regulations that are entirely – or even predominantly – content-neutral, courts have little difficulty upholding the regulations against a legal challenge. Conversely, content-based regulations that are found to regulate on the basis of content in a manner that allows for any degree of "censorship" (i.e., preferring some kinds of sign content over other kinds), have been ruled invalid." (This is cited from A Framework for On –Premise Signs by Alan Weinstein). Earlier drafts of the proposed sign code were

predominately content-neutral. This draft of the sign code is gone in the direction of being predominately content-based. The Arizona Sign Association recommends that the sign code be "predominately content-neutral."

913. Signs Authorized with Permits 5. Multi-Tenant Monument Signs c.

	C-1	C-2	C-3	Cashion	CP	A-1	CC
Maximum Height	~~12 Feet~~	~~12 Feet~~	~~14 Feet~~	~~12 Feet~~	~~12 Feet~~	~~12 Feet~~	*Determined During Design Review*
Maximum Sign Area	~~80 SF~~	~~80 SF~~	~~100 SF~~	~~80 SF~~	~~80 SF~~	~~80 SF~~	
Maximum Number of Tenant Panels	6	10	12	6	6	6	

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As previously noted this is not the time to be taking away rights of the business community by reducing the maximum height of signs by 33% in the C-1, Cashion, CP and A-1 Districts. This will result in decreased effectiveness and legibility of signs in these districts and decreased tax revenues. Studies indicate that a reduction in the height of signs results in reduced revenues for a business. A number of studies have shown that signs are the most cost effective forms of advertising and this is indicated by the Small Business Association. All of the existing monument signs in the districts noted that exceeds the height of 8' will become non-conforming as a result of this code amendment. If a business ceases operation for 120 days the non-conforming status of the sign will be gone and the new owner would be required to reduce the height of the sign from 12' to 8' in height. If an owner desires to give a project a facelift and he wants to replace and enhance the 12' sign they would be required to reduce the signage to 8' in height, not a good incentive to revitalize a center.

Thank you for your consideration of these important issues with the proposed sign code.

Excerpt of the Minutes of the regular Planning Commission meeting held April 18, 2009 at 6:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Linda Webster, Commissioner
Angela Cotera, Commissioner
David Iwanski, Chairman
David Scanlon, Commissioner
Michael Demlong, Vice Chairman
Alan Lageschulte, Commissioner
Lisa Amos, Commissioner

CITY STAFF PRESENT

Brian Berndt, Development Services Director
Tracy Stevens, Planning Manager, Development Services Department
Ken Galica, Planner II, Development Services Department
Scott Wilken, Senior Planner, Development Services Department
Stacey Bridge-Denzak, Planner I, Development Services Department
Chris Schmaltz, City Attorney

APPLICATION NO. TA-08-11

APPLICANT: City Council

REQUEST: This is a request to comprehensively amend the City of Avondale Zoning Ordinance Section 9, *Sign Ordinance,* including but not limited to revising standards regulating sign design, sign location, maximum sign area and height, temporary signage, electronic message signs, and sign walkers. Staff Contact: Ken Galica

Ken Galica, Planner II, Development Services Department, stated item TA-08-11 is a City Council initiated amendment to the Avondale Zoning Ordinance, Section 9, Sign Ordinance. Prior to the meeting, all Commissioners should have received a memorandum which recommends revisions to the freeway pylon subsection (913.D.6.e) from the draft which was included among the staff report packets.

Mr. Galica discussed the reasons the update to this section was needed. The City's current sign ordinance is flawed, in that it is difficult to navigate by Staff and the sign development communities. The current ordinance was updated in 1990. Since that time, sign design has become a much more important component of a good project. The ordinance does not contain standards for new technologies that have emerged, such as electronic message signs, and the current ordinance also contains conflicting information which makes application of the standards difficult and can lead to non-uniform application of the standards. Further, the current ordinance is unsound because it applies a one-size approach to Commercial and Employment signage. Staff's professional opinion is that appropriate signage is tailored to meet the needs of a zoning district rather than a single approach across the board.

Mr. Galica identified staff's four primary goals for this rewrite: 1) Produce a sign ordinance which is customer friendly and easy to use. 2) Produce an ordinance to reflect changes in technology. 3) Rid the ordinance of conflicting provisions to ensure uniform application. 4) Tailor the types, quantities, and dimensions of signs based on the purpose and intended character of the zoning district where the sign will be located. Mr. Galica stated that the proposed ordinance has 15 subsections, of which 5 are new subsections.

Mr. Galica discussed existing regulations for freeway pylon signs in Avondale. The current standards for pylon signs allow for up to 65 feet in height, 2.8:1 height to width ratio and limited these signs to developments over 30 acres in size, within a mile of I-10, and within a quarter mile of a road of regional significance (Dysart and 99th Avenue). Direct freeway frontage is not currently required and electronic message displays are currently prohibited. PADs have been approved which allow freeway pylon signs which have varied from these standards.

Mr. Galica continued by discussing the freeway pylon signs which were already in place within Avondale. There are currently 10 existing signs through the freeway corridor ranging in height from 65 to 80 feet, most approved through the PAD process which explains height in excess of 65 feet. Six additional properties have entitlements for freeway pylon signs through PAD approval, but are currently undeveloped.

Mr. Galica discussed the changes to freeway pylon sign regulations being proposed in this amendment. Staff has eliminated the requirement for pylon signs to be located near a road of regional significance (99th Avenue and Dysart). This will allow for pylon signs along the entire length of Interstate 10 so long as the property has direct frontage on the freeway and is a minimum of 30 acres in size. Freeway pylon signs will be required to be located at least ¼ mile from another freeway pylon sign and will also be required to be setback at least 10 times the height of the sign from the nearest residential property. For example, a 65 foot pylon sign would have to be set back from the nearest residential lot line 10 times the height of the sign, (650 feet).

Mr. Galica discussed a proposed change which will allow for an electronic message signs to be incorporated into a freeway pylon sign. Electronic message displays may cover 50 percent of the allowed sign area, or up to 400 square feet. The electronic message may not change more than once every eight seconds and minimum pixel spacing standards are included to guarantee picture quality. Furthermore, maximum brightness level standards are included in the proposed Ordinance to protect safety, bright sky concerns, and community aesthetics. The chosen standards are fairly conservative.

Concluding his discussion on freeway pylon signs, Mr. Galica detailed a new process which, if approved, will allow certain applicants the ability to exceed the standards previously identified. The process will be called a Freeway Pylon Sign Exception (FPSE) and will be available only to those projects which can demonstrate an ability to be significant tax generators for the City. This process will allow the City Council to grant increases in height up to 110 feet, up to 1,400 square feet in width, and for the electronic message portion of the sign to exceed 50 percent of the sign area. Through the FPSE process, City Council could also allow for streaming video subject to safety and resolution standards. Of note, there are no remaining un-entitled properties along the freeway corridor that are 30 acres or larger which would be eligible for the new freeway pylon signs. Existing pylon signs which meet the proposed locational requirements can be upgraded with new technology, which would require approval of a PAD amendment. There are six properties with signs in the City that would be eligible for increased height and area bonuses through the FPSE process.

Mr. Galica discussed a second substantive change to the Sign Ordinance; shifting from a one-size-fits-all approach to a more tailored approach which takes into account the intended character of the zoning district where the sign is located. Mr. Galica provided an example of the proposed shift: Within the C-3 (Commercial) district, multi-tenant monument signs will be allowed up to 14 feet in height. Within the C-1, CP, and A-1 districts, multi-tenant signs will be allowed up to 8 feet in height. Multi-tenant signs in the C-2 (Community-Commercial) signs can be 12 feet in height. Mr. Galica noted that with architectural embellishments, the signs are allowed to exceed these heights by 20 percent.

Mr. Galica noted a disagreement with the Arizona Sign Association (ASA) which was unable to be resolved. Staff disagrees with the ASA regarding the height of signs, particularly in the C-1

(Neighborhood-Commercial) district. The ASA believes that a reduction in the height of signs in the C-1 districts to 8 feet could have a negative impact on those businesses. Staff believes that a sign 8 feet in height, close to 10 feet with embellishments, is a substantial sign, will have positive aesthetic impacts, and have no significant impact on business in those smaller centers. To gain a better grasp of how visible an 8 foot sign is, staff displayed a photograph of an 8 foot multi-tenant monument sign in Tolleson.

Mr. Galica discussed revisions to the Ordinance pertaining to sign walkers. The current ordinance prohibits sign walkers altogether. Recent state statute, however, prohibits cities from banning sign walkers. This statute does, however, allow municipalities to impose reasonable restrictions for safety reasons. The proposal limits the time sign walkers can be out to daylight hours only, prohibits any twirling or other animation of signs which can distract drivers, and establishes locational restrictions to prevent conflicts with pedestrians and vehicles.

Mr. Galica stated that the proposed ordinance revisions placed an increased emphasis on design. For instance, conformance with the Design Manual is required for new signs. A-frame signs have been eliminated in pedestrian-oriented districts and replaced with a new sign type, the "wayfinding sign" which will still allow small businesses to have greater visibility but at less of an aesthetic cost to the City's streetscapes. With the proposed revisions, less desirable sign types are prohibited, to include box cabinet signs and signs mounted to exposed raceways.

Staff and the ASA have been in constant contact throughout the ordinance update process and an effective compromise has been reached in all instances except for the decrease in the height of signs in the C-1 districts mentioned previously. Staff also received direction from City Council in a Work Session on March 2, 2009, particularly in regards to electronic message signs.

Staff is recommending approval of the text amendment, including the revised subsection on freeway pylon signs. Mr. Galica made himself available for questions.

Chairperson Iwanski invited questions.

Commissioner Webster inquired whether the current Ordinance prohibits sign walkers from entering onto a public street. Mr. Galica replied that sign walkers may cross the street to reach the other side, but will not be allowed to remain in the street or keep walking back and forth to display the signs. The City will require an applicant to identify general location for the sign walkers when they apply for a permit.

Commissioner Scanlon referred to Page 5, Paragraph B, of the clean draft regarding a referral to animation by mechanical or atmospheric means (as regulated by Section 7). He asked where Section 7 is and is the language clear. Mr. Galica replied that Section 7 is an existing section dealing with spotlights and Staff has not recommended any changes to Section 7. He believes the language on spotlights has served the community well for several years and is very clear.

Commissioner Scanlon asked if the proposed ordinance regarding sign walkers refers only to business promotions and not to political speech. Mr. Galica replied that the ordinance deals specifically with commercial speech. Sign ordinances try to avoid language regarding political and religious speech as much as possible due to obvious Constitutional considerations.

Commissioner Scanlon stated that Section 8, Page 11, deals with ideological signs and seems to permit political speech on private property. Mr. Galica explained that ideological signs are different from political signs and are addressed in the ordinance. The term "ideological" was preexisting in the ordinance.

Commissioner Scanlon asked if language could be added to the sign ordinance dealing with hate messages, incitation to riot, etc. Mr. Galica stated that when it comes to regulating specific content, the City has to walk a fine line and the ordinance attempts to speak only in generalities language.

City Attorney, Chris Schmaltz, stated the Constitution reads "The government shall make no law abridging…." Private citizens can complain about hate speech signs. It is not appropriate for the City to include prohibitions or suggest restrictions on the content of a sign in a sign ordinance.

Commissioner Scanlon asked if the inclusion of language on ideological speech permitted by the ordinance would bar a citizen from going to court. Attorney Schmaltz stated he believes the ordinance does an appropriate job of stating the size of signs and does not bar content. Laws have been passed at the State level addressing hate and violence-inciting speech. No person can read into the ordinance a type of approval of hate speech because the ordinance does not speak to content.

Commissioner Lageschulte asked what is the reasoning behind decreasing sign height from 12 feet to 8 feet in the C-1, Cashion, C-P, and A-1 districts, and if the City of Goodyear is following suit. Mr. Galica replied that Goodyear does not regulate sign height based on specific zoning districts, but Goodyear maximum sign height is 8 feet in most instances. Many other cities do tailor the size and height of signs based on the intended character of the district, however. Staff believes 8 feet is adequate as evidenced by the photograph shown earlier.

Commissioner Cotera asked for confirmation that businesses on major arterial streets will still have 12 foot signs. Mr. Galica replied that C-1 (Neighborhood Commercial) centers, which are limited to 8 foot signs, will still typically have frontages on arterial streets, but the tenants will be smaller in size. Developments in the C-1 District are intended to serve the surrounding neighborhood rather than a regional market; customers live in the immediate area and become familiar with the businesses in these smaller centers, created less of a need for signs in comparison to a regional development.

Commissioner Cotera asked where the idea originated to include electronic messaging on pylon signs. Mr. Galica replied that over the past few years, Staff has held several Work Sessions with the City Council and Council's direction was fairly clear that this option be made available.

Commissioner Cotera shared that next week is International Dark Skies Week and she believes that electronic message signs will detrimentally affect the dark skies. She thinks electronic signs are very negative and she would like to review the economic studies on electric message signs. Additionally, she opined the signs are trendy and will go out of date. She believes the Commission has tried to institute high quality and would like a debate on whether electronic message signs are in good taste. Commissioner Cotera suggested the use of time limitations on electronic signs. She will not vote yes on this major change in signage until she has more information. Mr. Galica stated that the sign ordinance does represent a major policy shift and will result in a significant change in the aesthetics of the freeway corridor. In regards to Commissioner Cotera's dark sky concerns, Staff will do additional research and provide it to the Commission if that will be helpful. Daniel Brocious with Smithsonian Institute's Whipple Observatory, a dark sky expert, has been asked to review the ordinance, but has not provided comment to date. Commissioner Cotera requested Mr. Brocious' e-mail address.

Mr. Galica stated he has been informed by several sources that the LED lights, which electronic signs use, along with the louvers that direct them down, have less impact on a dark sky than parking lot lighting. Staff does not currently have physical data to confirm those statements, however.

Chairperson Iwanski stated that the City is working in conjunction with Maricopa County regarding light pollution. Brian Berndt, Development Services Director, stated that one of the Staff members is part of a study group looking at a county-wide dark sky ordinance.

Stacey Bridge-Denzak, Planner I, stated she has attended two meetings on dark skies with Daniel Brocious of the Whipple Observatory. She reported there is not much information available to date on the impact of video signs on dark skies. She hopes Mr. Brocious will provide feedback to the City.

Commissioner Cotera stated that the West Valley is searching for ways to distinguish itself as a more highly desired destination than the neighboring cities. One of the last things that separates Avondale is darker skies. Wealthier neighborhoods tend to have darker skies. A group from the National Optical Astronomy Observatories in Tucson did a presentation for the State Legislature because there is concern that electronic message signs are having a detrimental effect. The light from Phoenix is affecting the astronomy studies in Tucson and Flagstaff. Astronomy brings in approximately 1.5 billion dollars into the State every year. She requested more study before adopting this huge policy change.

Commissioner Lageschulte stated this issue came up when a Walgreens started putting in new signs and the City wanted to do away with LED signs. A lot of public and sign community input was received in favor of the signs, so the City added LED signs to the sign ordinance.

Commissioner Cotera stated that the signs at Walgreens do not compare to a 50 x 50 foot sign.

Commissioner Amos voiced 100 percent agreement with Commissioner Cotera. There are astronomy activities at the County park and participants are seeing a diminishment of dark skies. She can see freeway pylon signs from her house. She finds freeway pylon signs gaudy, tacky and off-putting. She would like the City to find a balance between being modern and jumping on the latest fad. She suggested a lights-out-at-midnight policy if the City feels electronic message signs are necessary, or else the City should dare to say no.

Commissioner Webster voiced agreement with Commissioners Amos and Cotera. She is concerned that the larger aggressive signs will take away from Avondale's efforts at providing a high quality place to live.

Commissioner Scanlon voiced agreement with his fellow Commissioners. From Tucson to Avondale, the freeway pylon signs are only present in the Chandler area. He finds video signs in bad taste and he does not believe that is the presentation that Avondale wants to make.

Vice Chair Demlong stated he serves as the Vice Chair on the Environmental Affairs Committee, and two of their draft goals are energy conservation and a dark skies initiative. He asked if Daniel Davis, Acting Economic Development Director, had been consulted. Mr. Galica replied that Dan Davis has been consulted and he is supportive of the City Council on this issue. City Council has clearly indicated they want Staff to study the issue.

Vice Chair Demlong asked if there was any language in the ordinance addressing energy concerns and dark skies. Mr. Galica replied there are no incentives in the sign ordinance regarding energy efficiency. The Development Services Department is looking at energy efficiency regulations and guidelines for green buildings, which will likely extend to signs in a separate document at a later date.

Vice Chair Demlong asked if sign walkers can wear costumes. Mr. Galica replied that the apparel of sign walkers is not restricted.

Vice Chair Demlong stated an 8 foot sign in a C-1 district is plenty big. He asked if Staff had researched statewide or nationwide trends regarding electronic message sign ordinances. Mr. Galica reported there is a trend towards electronic message signs and that, just in the Valley, they are allowed in Mesa, Chandler, Tempe, and Phoenix, to name a few. The City of Scottsdale is still holding out.

Vice Chair Demlong asked if a decision on the sign ordinance amendment could be postponed. Brian Berndt, Development Services Director, replied there is no timeline. Staff will register the Planning Commission's concerns with the Council. The City faces a dilemma in providing businesses with the identifying signs they need, yet not going too far. The ordinance can be modified to restrict electronic message signs or can allow them only under special circumstances. He believes the Council is trying to maintain a strategic plan for economic development. Mr. Berndt's philosophy is that the advertising advantage is lost when there are too many message signs. He asked the Commission for direction on how to proceed.

Chairperson Iwanski stated he would like to hear comments from the public before providing direction to Staff.

Commissioner Cotera reiterated the need for a limitation on the time the lights on message signs can be on. She asked if the City of Scottsdale rejected electronic message signs, and if so, what their reasons were. She asked if the sign ordinance could be approved separate from the electronic message sign section. Mr. Galica stated the motion could specify approval of the ordinance without a particular section. He prefers a motion on the entire ordinance amendment if the Commission believes they can vote on the ordinance within a reasonable time frame. Staff can provide the Commission with more information within a month or two.

Commissioner Cotera referenced page 16, "Wall-mounted signage" at 1 square foot per linear foot and asked for further explanation. Mr. Galica explained that the length of the frontage of a building determines the square feet of the wall-mounted signage.

Commissioner Scanlon stated the proposed sign ordinance is a big improvement from the current ordinance. He does not think any information could be presented to persuade him to vote in favor of video message signs, as he finds them offensive. Mr. Galica stated that if all Commissioners are in agreement that regardless of further information provided by Staff, they will vote against electronic message signs, he would recommend that the proposed sign ordinance be forwarded to Council with that recommendation tonight.

Chairperson Iwanski asked if the electronic message signs section is a no-go, can the proposed ordinance be approved without that provision. Chris Schmaltz, City Attorney, stated that the motion can be worded as desired. He recommended that the motion be very clear and state approval of the proposed ordinance with the exception of allowance for electronic messaging or video signage. Staff can then prepare a second draft ordinance reflecting the Planning Commission's recommendations.

Chairperson Iwanski asked for clarification of the motion.

Commissioner Cotera stated the motion should state that the Commission takes exception to Section 913.D.6.e and Section 913.D.6.f.

Chris Schmaltz, City Attorney, advised the Commission that regardless of the motion made, the question is whether or not the motion gets a majority of votes. He recommended that the motion be broad rather than reference particular sections. It is Staff's job to prepare a new draft sign ordinance in accordance with the Commission's recommendation.

Commissioner Cotera suggested the motion exclude freeway pylon electronic signs. If Staff provides further information to the Commission, she will remain open minded.

Commissioner Amos referenced page 12, #10 of the clean draft ordinance, "Garage, Yard, and Estate Sale Signs." Item C states "The sign shall be removed by the end of each sale day" and Item D states

"Sale sign shall be removed within 24 hours after completion of sale." Mr. Galica replied that Item D can be revised to match Item C.

Commissioner Amos suggested that Item C read "in the case of multiple-day sales, the sign shall be removed at the end of each day." Mr. Galica stated that Staff will revise this provision for clarity.

Chairperson Iwanski opened the item for public hearing.

James Carpentier, Arizona Sign Association, stated the proposed sign ordinance will be user friendly for developers, the sign industry, and City Staff. Their area of concern is the 12 foot versus 8 foot signs allowed in the C-1 districts. A handout has been provided to the Commission detailing studies that support 12 foot signs. The McDonald's Corporation has done a great many marketing studies, to include sign studies. Drawbacks to a business upon the decrease in the height of signs can: 1) Result in a direct decline in the volume of business. 2) Signs are a valuable means of establishing and maintaining visibility. There is a clear difference in visibility between an 8 foot and a 12 foot sign. 3) Studies have consistently shown that an increase in sign visibility can be expected to directly result in an increase in sales. 4) Lowering of sign height on average decreases sales by 6 percent. 5) Bigger signs have greater value, which has a trickle-down effect by supporting employment, payment of taxes, and strengthening economic sustainability. 6) Business owners reap a huge economic benefit from signs because the cost of a sign is pennies on the dollar compared to costs for other advertising media, such as television, print, and radio. 7) A decease in the height of signs from 12 feet to 8 feet will result in decreased effectiveness and visibility due to typical right-of-way width and speed limits.

Mr. Carpentier noted that while tenants in C-1 districts are smaller, the same conditions exist for C-1 and C-2 as far as speed limits, right-of-way width, and visibility. A high percentage of business is transient and large signage makes a huge difference. Alysa Lyons, Valley Partnership, supports the ASA's position on signage in C-1 districts. Mr. Carpentier pointed out that all the existing signs in C-1 districts will be non-conforming as a result of a change in this section of the ordinance. Signs that must be replaced or signs that are upgraded would have to be replaced with smaller signs. The electronic message signs in the Chandler area are around 1,300 square feet and Avondale's proposed code would only allow 450 square foot electronic signs. The Small Business Association website cites a positive economic impact in the range of 5 to 150 percent from electronic signs, as they provide immediate information and increased revenues. Other than word of mouth, electronic message signs are the most effective form of advertising. LED signs are 80 percent more energy efficient. He suggested incentives for signs that use LED signs. LED lights are highly directional, aiding in darker skies.

Chairperson Iwanski invited questions.

Commissioner Cotera questioned the 5 to 150 percent economic impact from electronic signs. Mr. Carpentier stated that business owners who have installed electronic message signs always report a positive impact on the bottom line. Commissioner Cotera stated she would like to see a cost-benefit analysis on the use of electronic message signs.

Vice Chair Demlong asked what the Arizona Sign Association is doing to make signs more energy efficient and if the ASA had a team studying the dark skies initiative. From an industry standpoint, there is great interest in energy efficiency and signage can contribute to that. He asked if signs are ever LEED certified. Mr. Carpentier replied there is no LEED certification for signs, but it is a great idea.

Vice Chair Demlong asked if video message signs would make or break a business. Mr. Carpentier replied that the economic impact is huge because the cost of advertising is pennies on the dollar, and even less for an LED sign versus a static sign because the sign can easily be changed. The way the

ordinance is worded right now, all electronic message signs can only change every eight seconds. Streaming video would only be allowed if the City Council grants an exception.

Vice Chair Demlong asked if sign studies were publically available. He added that if a business stands on its signage alone, that is a poor business that will fail regardless of the sign size. Vice Chair Demlong stated it would be nice to see independent studies. Mr. Carpentier stated that Arizona Sign Association can provide information to the Commission.

Chairperson Iwanski thanked Mr. Carpentier for his input on the subject. He asked if the ASA would agree to a compromise, such as 10 feet signs instead of 8 feet signs. Mr. Carpentier stated that would work a little better and would not have as big of a hit on a business that had to replace a damaged sign.

Commissioner Amos asked if there were any studies on the detrimental effects of small signs, which she finds aesthetically pleasing. Larger signs obscure the view of the business itself. Mr. Carpentier stated that studies reveal smaller signs negatively affect businesses.

Commissioner Amos stated that Scottsdale sign laws do not keep businesses from wanting to locate in Scottsdale. Scottsdale sign laws create a very upscale city, which makes for a highly desirable business location.

Alysa Lyons, Valley Partnership, suggested a compromise of 10 foot signs instead of 8 foot signs in the C-1 district.

Chairperson Iwanski invited questions.

Paul Gilbert, 4800 N. Scottsdale Rd., Scottsdale, AZ, shared that he had just worked on an amendment of the sign code for the City of Scottsdale. He represented one of the largest regional mall developers. Four tenants of the mall stated they would not come to Scottsdale unless there were changes made to the sign ordinance. The City of Scottsdale adopted every single change proposed to the sign code.

Chairperson Iwanski invited questions. There were no questions or comments.

Chairperson Iwanski invited further speakers, and hearing none, closed the public hearing. Chairperson Iwanski invited further discussion.

Vice Chair Demlong stated the mission statement refers to Avondale as being a city of character. It is okay to be different. There is an implication that if the City does not allow for larger and bigger signs, that the City will prohibit development, which he does not agree with. He believes the sign ordinance is generous and he does not want to be held hostage over the issue of bigger and better signs. He likes the idea of incentives for business that provide energy efficient and dark-sky-friendly signs.

Commissioner Lageschulte stated Staff did an excellent job on the draft sign ordinance. He was recently in the Gilbert/Mesa area and spotted little yard signs on every corner. He is glad Avondale prohibits those signs. He shared that he cannot see anything in the sky from his home anymore. He would be willing to put the motion on hold for one month until more information is received from Staff. Mr. Galica replied that he would provide the Commission with as much information as they need to make an educated decision. He asked the Commission if they would like the information in raw form from journals or in summary form.

Commissioner Cotera stated she would like a summary of the studies. She would like information on the economic impact, the lighting impact, and the energy impact. She would like to see a pros and cons list. She would like to put off a final vote until more information is received. She noted one cannot see the Orion nebula with the naked eye anymore.

Chairperson Iwanski stated the City has waited 19 years to have a comprehensive sign ordinance and asked can Staff wait another 30 days. Mr. Galica replied that 30 days may be too short a time to compile the requested information. Chairperson Iwanski stated the Commission wants to get it right and suggested that Mr. Galica work with Ms. Lyons and Mr. Carpentier to obtain statistical information.

Chairperson Iwanski invited further questions, and hearing none, called for a motion.

Commissioner Cotera **MOVED** that the Planning Commission postpone voting on item TA-08-11 subject to the requested additional information and changes discussed during this session concerning amending the Zoning Ordinance, Section 9, Sign Ordinance. Commissioner Amos **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	Aye
Commissioner Amos	Aye

The motion passed unanimously.

EXHIBIT G

Minutes of the Joint City Council and Planning Commission Electronic Message Sign Tour held July 7, 2009 at 6:20 p.m. starting in the Sonoran Room at the Avondale City Hall

COUNCIL MEMBERS PRESENT

Mayor Lopez-Rogers and Council Members

Ken Weise, Vice Mayor
Frank Scott
Stephanie Karlin
Jim McDonald

COUNCIL MEMBERS ABSENT

Jason Earp
Jim Buster

PLANNING COMMISSION MEMBERS PRESENT

Michael Demlong, Vice Chairperson
Angela Cotera, Commissioner
Linda Webster, Commissioner
Lisa Amos, Commissioner

PLANNING COMMISSION MEMBERS ABSENT

David Iwanski, Chairperson
David Scanlon, Commissioner
Alan Lageschulte, Commissioner

ALSO PRESENT

Charlie McClendon, City Manager
Andrew McGuire, City Attorney
Brian Berndt, Development Services Director
Tracy Stevens, Planning Manager
Stacey Bridge-Denzak, Planner
Ken Galica, Planner
Carmen Martinez, City Clerk

- **Orientation, Discussion, and Dinner**
  Ken Galica, Planner, welcomed everybody in attendance and gave a quick overview of the agenda for the night. He indicated that the purpose of the tour is for the City Council and the Planning Commission to view some examples of electronic signs throughout the valley to determine what type of signs they wish to incorporate into the sign ordinance currently being reviewed.

- **7:00 DEPART CITY HALL**
  Mr. Galica pointed out some signs along the way to demonstrate the variety of sizes, options and uses.

- **7:45 – 7:50 American Outdoor Electronic Billboard (Off-Site) Sign**
  Northwest of the northwest corner of S. Harl Avenue & W. Drake Drive, in Tempe.

  Ken Galica indicated that per Federal regulation the image on the electronic billboards cannot change more often than every eight seconds. He added that a variety of

advertisers could be included in one single billboard, and that the City would not be able to regulate the content. However, he indicated that one advantage to these signs is that they can be used for Amber alerts.

- **7:55 – 8:05 Chandler Auto Mall (I-10) Electronic Message Signs**
  Northeast corner of Interstate-10 and W. Orchid Lane, Chandler, AZ 85226

  Mr. Galica pointed out the features of two of the signs at this location. They are both 70' in height or above with one having a static message and the other a full color, dynamic message.

  He added that the signs are too young to have definitive studies on their impact to the community, but pointed out that California has put a three year moratorium on electronic message signs to allow time for a study to be conducting regarding their impact on traffic safety

- **8:15 - 8:20 Lone Butte Casino Electronic Message Sign**
  1077 S. Kyrene Road in Chandler

  Mr. Galica indicated that the electronic message sign at this location includes a full color display and is capable of presenting dynamic messages.

- **8:30 - 8:35 Chandler 202 Auto Park Electronic Message Signs**
  Northwest Corner of Loop 202 (Santan Freeway) and Gilbert Road in Chandler

  Mr. Galica indicated these signs have the largest video screens in the Phoenix metro area.

- **Electronic Sign Discussion on bus**
  Mr. Galica asked whether the Council and Planning Commission members thought there was a place for electronic signs in Avondale and, if so, whether there was a place so prevalent that needed to be specifically mentioned in the ordinance.

  Council and Planning Commission members agreed that due to the potentially negative impact on traffic safety, they would not be in favor of allowing moving video. They concurred that some may be appropriate inside the City Center. There could definitely be a place for them at the auto mall.

  Mayor Rogers suggested that rather than including them as part of the sign ordinance they should be incorporated into the development agreement. City Attorney, Andrew McGuire indicated that would be possible. Vice Mayor Weise asked if the development agreement could be amended to incorporate electronic signs; City Attorney indicated that would be possible.

  All in attendance concurred that allowing them as part of the development agreement was the best option as it would the City to deal with them on a case by case basis base on location, type of use, etc.

Planning Commission Member Cotera suggested there should also be a provision to address the fact that the signs could go out of style.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:30 p.m.

_____
Mayor Lopez-Rogers

_____
Carmen Martinez, CMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Joint City Council and Planning Commission Electronic Message Sign Tour held on the 7th day of July, 2009. I further certify that the meeting was duly called and held and that the quorum was present.

_____
City Clerk

Excerpt of the Draft Minutes of the regular Planning Commission meeting held October 8, 2009 at 6:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Angela Cotera, Commissioner
David Iwanski, Chairman
David Scanlon, Commissioner
Alan Lageschulte, Commissioner
Lisa Amos, Commissioner

COMMISSIONERS ABSENT

Michael Demlong, Vice Chairman
Tom Bradbeer III, Commissioner

CITY STAFF PRESENT

Tracy Stevens, Planning Manager, Development Services Department
Ken Galica, Planner II, Development Services Department
Scott Wilken, Senior Planner, Development Services Department
Chris Schmaltz, City Attorney

APPLICATION NO. TA-08-11

APPLICANT: City Council

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application TA-08-11, a City Council initiative to comprehensively amend the City of Avondale Zoning Ordinance Section 9, *Sign Ordinance*, including, but not limited to, revising standards regulating sign design, sign location, maximum sign area and height, temporary signage, and sign walkers. Staff Contact: Ken Galica: (623) 333-4019.

Ken Galica, Planner II, Development Services Department, stated item TA-08-11 is a City Council initiative to comprehensively update Zoning Ordinance Section 9, Signs. Staff developed goals to guide the completion of this task. Goal #1 – Create a Sign Ordinance which is customer friendly and easy to follow. Goal #2 – Update the Sign Ordinance to incorporate new sign types and technologies. Goal #3 – Eliminate any conflicting provisions within the Sign Ordinance or between the Sign Ordinance and Arizona statute. Goal #4 – Use the purpose and intended character of each Zoning District as the basis for determining the types, quantities, and dimensions of signs serving developments in those districts. The proposed Ordinance is comprised of fifteen sections. Revisions, substantive, cosmetic, or both, were made to each section with six new subsections added.

The proposed sections are:

901 Purpose - This section explains the basis for having a Sign Ordinance.

902 Requirement of Conformity – This is a legal section stating that it any sign not in conformance with this Section is in violation.

903 Interpretation of Avondale Sign Regulations – This is a legal section giving the ordinance its authority and establishing the priority of this Section over any other conflicting City provisions.

904 Comprehensive Sign Plans – This is a new section which outlines the procedures for Comprehensive Sign Plans. This section lists all items that will be required of project applicants and is particularly important for projects that will have freeway pylon signs.

905 General Requirements – This section primarily regulates the location of signs to protect the public good. This section also includes sign walker provisions which will regulate the time, place, and manner by which sign walkers will be required to adhere.

906 Calculation of Sign Area – This is a new section which specifies and simplifies how sign area is to be determined.

907 Permanent Sign Design, Illumination, and Construction – This is a new section which creates minimum design related requirements for permanent signage.

908 Temporary Sign Design, Illumination, and Construction – This is a new section which creates minimum design related requirements for temporary signage.

909 Nonconforming Signs – This section details processes for maintenance, restoration, and removal of nonconforming signs. For clarification, a nonconforming sign is simply a sign that was at one time legally permitted, but would no longer be permitted under the current Ordinance.

910 Classic Signs – This is a new section which will create a process to protect, restore, or rebuild signs located within the City's Revitalization Area which have held extraordinary significance to the City's history.

911 Prohibited Signs – This is a new section (previously part of a larger section) which lists sign types that are not allowed in Avondale, including billboards and pole signs, etc.

912 Signs Authorized Without Permits – This section sets regulations (size, quantity, time frame) for those sign types allowed by the City without permits, such as political signs, garage sale signs, etc.

913 Signs Authorized With Permits – This section sets regulations (size, quantity, time frame) for those sign types allowed by the City only after receiving a sign permit, such as monument signs, commercial tenant wall signage, etc.

914 Sign Permitting – This section establishes the protocol for obtaining a sign permit in Avondale.

915 Sign Definitions – This section defines virtually every sign term used throughout the Ordinance. This subsection will be moved in the coming months to Section 1, Administration and Procedures, to consolidate all Zoning Ordinance definitions in the same location.

Mr. Galica highlighted major changes to the sign ordinance.

The freeway pylon section has been revised pertaining to electronic message displays which will now be allowed only with City Council approval.

Classic Signs are a new sign type that has been introduced to the proposal in the last couple months. This section will allow for the City Council, after Planning Commission recommendation, to determine if a sign will be exempt from many of the modern code requirements, and includes provisions for creating replicas of signs from the past that may have been lost.

An additional new sign type has been created, Pedestrian Kiosk Signs. These signs contain a map and directory of businesses in a district and are typically seen in urban, or downtown type areas.

The proposed Ordinance also has been revised to expressly prohibit advertising copy on all permanent sign types. Advertising copy is anything on a sign that is not the name of the business the sign is promoting. Advertising copy on signs is prohibited mainly to prevent clutter. Mr. Galica pointed out that James Carpentier, representing the Arizona Sign Association, is in opposition to this particular change.

Lastly, new definitions have been added to define virtually every term in the sign ordinance.

Staff is recommending approval of the proposed amendment as shown in Exhibit A and Exhibit B distributed to the Planning Commissioners. Mr. Galica, per Mr. Carpentier's suggestion prior to the meeting, suggested re-introducing the regulations for illumination levels on electronic message displays signs, as some smaller scale electronic message signs are still allowed, such as for churches. If the Planning Commission agrees, Mr. Galica will reintroduce the previously included language pertaining to brightness levels and measurement to the Ordinance before the amended ordinance goes before the City Council.

Chairperson Iwanski asked for clarification on the reintroduction of illumination levels. Mr. Galica explained that the section on guided illumination levels for electronic message signs had been removed because the electronic message freeway pylons had been essentially removed. There are certain variable message signs which are allowed and will

continue to be allowed, such as for churches, movie theater marques, fraternal orders, gas stations, etc. While it isn't as important to regulate the light levels of these smaller signs as much as it would have been for the larger freeway oriented signs, Mr. Galica suggested it may still be beneficial for the ordinance to contain some language pertaining to illumination levels for electronic message displays.

Addressing the prohibition of advertising copy on signs, Mr. Galica stated many surrounding cities have ordinance language similar to what Staff is proposing for Avondale's Sign Ordinance. Glendale, Surprise, and Peoria ordinances contain language nearly identical to what is being proposed. Goodyear, Tempe, and Scottsdale prohibit advertising copy on selected sign types. Phoenix, Buckeye, Chandler, Gilbert and Mesa sign ordinances make no mention of advertising copy in their sign ordinances.

Chairperson Iwanski asked for a definition of content neutral and content based. Mr. Galica deferred to City Attorney, Chris Schmaltz.

Chris Schmaltz, City Attorney, explained that content neutral and content based is the core issue involved in any sign ordinance and is the Supreme Court framework for the treatment of commercial speech under the First Amendment of the United States Constitution. This framework analyzes what level of scrutiny is applied to commercial speech. If restrictions are deemed to be not content neutral, they are reviewed under a strict scrutiny standard by the Court. They are not automatically illegal or in violation of the Constitution; however, the tendency by the high court is anything that receives strict scrutiny has an uphill battle. Case law in the Supreme Court has talked about content neutral as to time, place and manner restrictions, and addresses the range of regulation under the City's police power that is allowable with regard to commercial speech. It is difficult in the abstract to instruct the Planning Commission where the line is because often a provision of a sign ordinance taken out of context can be viewed as completely content neutral, but yet touches on the content of the sign. On the other hand, a time, place and manner restriction could be in violation of the Constitution because its impact is to hinder speech.

Commissioner Cotera thanked Mr. Galica for his work on the sign ordinance amendment. She asked which section is under controversy. Mr. Galica explained there are 12 instances where the ordinance states there shall be no advertising copy on a sign. One example is on Exhibit B, Page 24, Provision E, Directory Signs. The text states "A directory sign shall contain no advertising copy." Similar language is used for the other 11 references. Commissioner Cotera asked if advertising copy might be a Walgreen's sign stating, "Coke on sale $9.99." Mr. Galica confirmed that is an example of advertising copy. Commissioner Cotera noted there are signs currently in the city with such advertising copy. Mr. Galica replied that currently the code does not address advertising copy. The electronic message signs for Walgreen's are approved via a development agreement and will most likely not be affected regardless of what is done with the sign ordinance. This section of the sign ordinance will have an affect on new permanent signs. Other existing signs will be considered nonconforming if they have advertising copy. Commissioner Cotera asked if signs advertising gas prices were

considered advertising copy. Mr. Galica stated no, signs advertising gas prices are not considered advertising copy. Commissioner Cotera asked for an example of advertising copy. Mr. Galica stated a particular brand name (if that were not the name of the store), a website address or phone number on the side of a building would all be considered advertising copy as these signs are not displaying the name of the business. Commissioner Cotera asked if advertising copy was something to induce people to buy something. Mr. Galica stated that in some instances, yes, but not in all. The sign ordinance does not prohibit businesses from advertising a sale, as they could go through the temporary sign procedure and display such a sign for 15 days. The prohibition on advertising copy essentially imposes limitations on permanent signs. An example of prohibited advertising copy would be a Best Buy sign with a secondary sign advertising refrigerators and television sets, or a sign with the brand name/logo of electronics sold inside. In these instances, the secondary sign would be considered advertising copy.

Commissioner Amos asked if a Dollar Store with signs plastered in the windows advertising "Coke .99 cents" or "Dawn dishwashing soap $1.00" would require a temporary sign permit. Mr. Galica stated that indoor window signage is considered a temporary sign that is allowed without a permit. The business would have to adhere to the requirement that only 25 percent of the window area can be covered with a sign for safety/visibility purposes, but would not need to pay a fee or fill any application out with the City each time they wanted to have a sale.

Commissioner Cotera asked if Mr. Galica knew the background on why some surrounding cities prohibit advertising copy. Mr. Galica stated he had not had time to research why other cities' codes were written with advertising copy prohibited. He surmised that these cities may also be concerned with clutter and have moved toward an emphasis on aesthetics.

Commissioner Cotera asked if advertising copy was positively allowed in Phoenix, Buckeye, Chandler, Gilbert and Mesa. Mr. Galica stated advertising copy in these cities was allowed by omission of such language in the sign ordinances. It is "not prohibited" more so than it is "allowed."

Chairperson Iwanski opened the public hearing for item TA-08-11.

James Carpentier, representing Arizona Sign Association, stated he appreciates the time Mr. Galica has given him and noted the draft amendment incorporates a lot of comments the Arizona Sign Association has made. He noted his e-mail, of which the Planning Commissioners received a copy, did not mention illumination standards for LED signs. He believes including the automatic dimming and illumination standards that were in the previous draft is critical because the types of signs and the location where the City will have these signs will be closer to residential uses and will have more impact. Automatic dimming will get rid of cheap units without dimming ability. This will ensure there will be no LED signs that are too bright.

Mr. Carpentier stated the proposed draft includes 12 separate requirements that a sign shall not contain any advertising copy. The Arizona Sign Association has a big concern when a city goes from not too much content regulation to a fair amount of content regulation. He stated that the proposed regulations have gone in the direction of including predominance of content regulation and are therefore more content based. While local governments enact regulations that are entirely or even predominantly content neutral, courts have little difficultly upholding these regulations against a legal challenge. Conversely, content-based regulations that regulate on the basis of content in a manner that allows for any degree of censorship, preferring some kinds of sign content over other kinds, have been ruled invalid. He believes the draft ordinance goes too far, as it has gone in the direction of predominately content based. He reiterated that the Arizona Sign Association recommends that the code revert to the previous form and be predominantly content neutral or more content neutral.

Commissioner Scanlon asked if the issue is how the advertising copy prohibition is enforced that is objectionable to the Arizona Sign Association, not necessarily the regulation itself. Mr. Carpentier replied their objection is to the regulation itself. The definition of advertising copy reads "The content of a sign that has the primary purpose of directing attention to a specific product, brand name, commodity or service attainable at a business on the premises upon which the sign is located rather than directing attention to the business itself." This means if it is not the name of the business, it cannot be on a sign. He believes the City is on shaky ground with this language, while the previous language was okay. He thinks if the City adopts this prohibition on advertising copy, the Arizona Sign Association will probably challenge it, and he would recommend that it be challenged. Just because other cities are going in this direction does not mean it is the right or legal thing to do.

Commissioner Scanlon referenced the movie Blade Runner depicting a nightmare of signs and advertising copy. He stated that is the kind of thing the Planning Commission does not want in Avondale and he does not know where the happy medium is. Mr. Carpentier stated the basis of a lot of regulations is to minimize sign clutter and Avondale already has a number of regulations to minimize it, such as a sign can only be so many square feet in size. The Arizona Sign Association is mainly concerned with how the proposed Ordinance addresses what the sign can say.

Commissioner Scanlon stated it seems a legal challenge would not be to the regulation itself, but would arise in its application where someone felt the City was banning speech. Mr. Carpentier stated that is a separate issue and the regulation itself can be challenged rather than the application.

Mr. Carpentier began discussing the proposed reductions in multi-tenant monument sign height in the C-1, CP, and A-1 Zoning Districts, from their current allowance of 12 feet to 8 feet. Mr. Carpentier stated the regulations as drafted are not business friendly when it comes to everything other than freeway signs because the City is going from 12 feet to 8 feet in sign height in some districts. What is critical to consider with the height of signs is the functionality. All these signs will be on similar streets with similar right-of-way

and similar speed limits. He thinks the City should consider a minimal threshold that would produce an effective sign for a given business. An 8 foot sign will be smaller and thus will generate less business and less tax revenue. By adopting this code, a number of signs will be made nonconforming. Anyone redeveloping a site who wants to redo their sign will have to reduce their sign by 4 feet, which is not a good incentive to upgrade a site. If a business goes out of business for 120 days, the nonconforming rights vanish and the sign will have to be reduced. He believes function and effectiveness are key. A 12 foot sign works pretty well and an 8 foot sign will get lost, especially in light of the landscape requirements. He thinks this will have a negative impact on businesses. The Arizona Sign Association asks the Planning Commission to reconsider this provision and suggested a compromise of 10 feet versus 12 feet, or mechanisms to have a 12 foot sign in exchange for certain performance measures. He noted that signs are the most affordable method for a business owner to advertise per the Small Business Association. Avondale will be taking this right away from business owners.

Chairperson Iwanski invited questions for Mr. Carpentier and heard none. There were no further requests to speak. Chairperson Iwanski closed the public hearing.

Chairperson Iwanski called for a motion.

Commissioner Amos **MOVED** that the Planning Commission accept the findings and recommend approval of application TA-08-11, a Staff-initiated request to amend Zoning Ordinance Section 9, Sign Ordinance. Commissioner Cotera **SECONDED** the motion.

Chairperson Iwanski invited discussion.

Commissioner Lageschulte stated he is against the 8 foot signs and suggested the Planning Commission consider 10 or 12 feet signs. If signs can vary from 8 to 10 to 12 feet, the signs will not have a uniform appearance along a street. He suggested further consideration of the prohibition of advertising copy. He does not agree with advertising website addresses and phone numbers. He suggested adding language on illuminated signs. He suggesting seeing what Goodyear, Peoria and Glendale each have in their sign ordinances and submitting that to the City Council for consideration.

Commissioner Scanlon asked if the analysis is on whether the regulation as written is vague and will present a problem in the future. City Attorney, Chris Schmaltz, explained that one of the challenges to any regulation can be vagueness. He does not view the sign ordinance as vague.

Commissioner Scanlon asked if there are any current court cases where vagueness of a sign ordinance is challenged. Attorney Schmaltz replied that a court absolutely could determine that the ordinance is vague simply because the definition is not as clear as it could be. Two challenges could be presented. One is a facial challenge that on its face, as written, it violates the constitution, and vagueness would be one of the elements of a challenge. The other challenge is an applied challenge, in that on its face it may not violate the Constitution, but as applied in a decision it violates someone's rights.

Commissioner Scanlon asked if the challenge would be in the enforcement, such as asking a business owner to take down their sign. Attorney Schmaltz stated asking a business owner to take down their sign or denying a permit based upon their proposed sign would be enforcement actions. A business owner could bring a challenge based upon a facial challenge of the ordinance itself, and vagueness would be an element of attack as well. The main issues would be the content. All challenges to sign ordinances tend to focus on the content neutral/content based divide and where the line is drawn.

Commissioner Scanlon asked if time, place, and manner are not really issues here. Attorney Schmaltz replied that one could argue the proposed ordinance provisions concerning advertising copy is a time, place, and manner regulation because the language extends to all advertising copy versus one type of copy. On the other hand, one could argue that the issue is does it touch content. While that is not an automatic violation of the Constitution, it raises the level of scrutiny the courts make with regard to whether it is in compliance with the First Amendment strict scrutiny standards. The basis for the regulation, whether it fits within the allowable governmental police power and the rationale for it, are subjects for scrutiny in any challenge.

Commissioner Cotera asked if other cities prohibiting advertising copy had been challenged and what was the outcome. Attorney Schmaltz stated he was not aware of any challenges in terms of content neutral or content based prohibitions in the state. He is aware of cases around the country where this exact language has been challenged, and some communities have lost while other communities have won. It depends on the court and the language of the ordinance and the factors specific to that case. There is a mixed bag across the country in terms of communities losing a challenge based on this exact type of regulation.

Commissioner Cotera stated she would like the City Council to have information on the advertising copy language that was challenged in other cities and on what the outcome was in court cases so the Council can judge whether or not it is worth including advertising copy language. She would not want to see the City spending a lot of money on court cases and wondered if there was a specific way to write the language so that it would be less vulnerable to a challenge but accomplish the same goals. Attorney Schmaltz stated he is certain those discussions will be had with the City Council.

Commissioner Cotera asked would a sign stating “McDonald's Restaurant - Over 12 million hamburgers sold” would be allowed. Mr. Galica replied unless that language is the copyrighted name of their business, then it probably would not be allowed.

Commissioner Cotera asked why Staff favored 8 foot signs. Mr. Galica clarified that this aspect of the sign ordinance would not result in nonuniform signs if applied correctly. Zoning districts are specifically designed for certain areas of the City. A C-2 parcel would not be next to a C-3 parcel next to a C-1 parcel. The concern is the location of tall signs adjacent to residential districts. That is why Staff wants to lower the height of signs in the same manner the height of buildings is lowered when next to residential locations.

McDowell Road next to the freeway should be zoned C-3 Freeway Commercial and that area could have the biggest signs. Dysart Road zoned C-2 Community Commercial would be allowed the 12 foot signs. The only district that is significantly affected by the sign height language in the ordinance is the C-1 district. Cashion, Commerce Park (CP), and General Industrial (A-1) would not need the amount of visibility from a sign as a business generating customers from pass-by traffic. Small commercial corners such as the Sanctuary Center, zoned PAD/C-1, at Lower Buckeye Road and 107th Avenue would be affected by this aspect of the sign ordinance.

Commissioner Cotera asked if 14 foot signs would be allowed at Walgreen's at 107th Avenue and McDowell Road. Mr. Galica stated that property would ideally be zoned C-2 because residential is not directly abutting it. The key is when residential directly abuts a business property in a C-1 district.

Commissioner Cotera asked what would be the sign height at the Fresh & Easy at 107th and Thomas Road. Mr. Galica stated if the City was rezoning that property to build a Fresh & Easy from scratch, it would be a C-1 property. Currently that property is zoned PAD, C-2. Commissioner Cotera asked if most of the large retail center signs will be at 12 or 14 feet and would this 8 foot height restriction only affect neighborhood stores, which Mr. Galica confirmed.

Commissioner Cotera stated she wanted illumination language added to the sign ordinance. Mr. Galica stated that Staff already has that language from the previous ordinance and can add it back in.

Commissioner Cotera asked if the motion needed to be revised.

Chairperson Iwanski stated he would address that after the questions were asked.

Commissioner Scanlon stated he was really concerned with the advertising copy language stating "The content on a sign has the primary purpose of directing attention to a specific product, brand name, commodity." He asked if an apple store with a sign that read "Apples" would be advertising copy.

Chris Schmaltz, City Attorney, made a point of order stating a motion was on the floor and this was the time for discussion. It is not appropriate with a motion on the floor to have questions and answers with Staff to this extent.

Commissioner Scanlon stated his concern is that the definition of advertising copy is ripe for challenge, especially if it is enforced in an overly strict or arbitrary manner. He does not believe it is right to deny a business a sign with an overly strict interpretation of what is advertising and what is calling attention to the product and services being offered. He referenced Section 913, , D.1.c, Page 22 of the draft document. He believes the language "Wall mounted signs for individual businesses may identify only the business name/logo and up to three services provided" would not be restrictive as far as wall mounted signs go. He believes the advertising language can be better drafted than it is now.

Commissioner Cotera stated she would be comfortable moving on the motion as stated, but she does think the Commission needs to be sure that Staff and Council have more background on whether or not they want to include the advertising copy language before the sign ordinance draft goes before the City Council. Her concern would be is the language robust enough to not entangle the City in a lawsuit.

Chairperson Iwanski stated what he appreciates about Mr. Carpentier's presentation is that it was not an ultimatum of 8 feet versus 12 feet, but that he would appreciate a mechanism for getting to 12 foot signs with performance measures. He would suggest considering that language as part of the motion. He would also want the sign ordinance to reintroduce language regulating illumination levels of electronic signs. He does not think that moving from 1 reference to 12 references on advertising copy in a 44 page ordinance is onerous.

Chairperson Iwanski asked if there were any changes to the motion. Discussion was held on the motion. Attorney Schmaltz advised the Planning Commission on procedures; specifically, if changes to the already seconded motion were desired, the Commission should vote down the current motion and start over.

Chairperson Iwanski invited further discussion, and hearing none, called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Nay
Vice Chair Demlong	Absent
Commissioner Lageschulte	Nay
Commissioner Scanlon	Nay
Commissioner Cotera	Nay
Commissioner Bradbeer	Absent
Commissioner Amos	Nay

The motion failed unanimously.

Chairperson Iwanski invited a new motion.

Commissioner Lageschulte **MOVED** that the Planning Commission accept the findings and recommend approval of application TA-08-11, a Staff-initiated request to amend Zoning Ordinance Section 9, Sign Ordinance, with the addition of advertising copy and illumination standards added for review.

Attorney Schmaltz advised the Planning Commission to specify their intent more clearly within the motion. Commissioner Lageschulte withdrew his previous motion and started anew.

Commissioner Lageschulte **MOVED** that the Planning Commission accept the findings and recommend approval of application TA-08-11, a Staff-initiated request to amend Zoning Ordinance Section 9, Sign Ordinance, and reinstate the illumination standards to the ordinance, and have the advertising copy language reviewed and explained. Commissioner Cotera **SECONDED** the motion.

Chairperson Iwanski called for further discussion.

More discussion was held on the wording of the motion and whether a different word should be chosen instead of "explained". Attorney Schmaltz stated the wording "explained" encompasses the Planning Commission's wishes.

Chairperson Iwanski invited further discussion, and hearing none, called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Demlong	Absent
Commissioner Lageschulte	Aye
Commissioner Scanlon	Aye
Commissioner Cotera	Aye
Commissioner Bradbeer	Absent
Commissioner Amos	Aye

The motion passed unanimously.

RESOLUTION NO. 2873-1109

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 SIGN REGULATIONS."

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That certain document entitled the "City of Avondale Sign 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, November 16, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

ORDINANCE NO. 1390-1109

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 9, SIGN ORDINANCE, AND ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE CITY OF AVONDALE SIGN 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, as amended; and

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on October 8, 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 November 16, 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 certain document known as the City of Avondale Sign 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. 2873-1109 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 3. That the City of Avondale Zoning Ordinance (the "Zoning Ordinance"), Section 9, Sign Ordinance, is hereby deleted in its entirety and replaced by the City of Avondale Sign Regulations, which shall be inserted into the Zoning Ordinance as a new Section 9, Signs.

SECTION 4. That any person who fails to comply with any provision of Section 9 of the Zoning Ordinance 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 5. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Sign 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 6. 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, November 16, 2009.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1124424.1

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
November 16, 2009

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for a potential lease.

ATTACHMENTS:

Click to download

No Attachments Available