CITY COUNCIL AGENDA

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

REGULAR MEETING
April 5, 2010
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. Work Session of March 1, 2010
2. Regular Meeting of March 1, 2010
3. Work Session of March 8, 2010
4. Regular Meeting of March 8, 2010

b. BOARD, COMMISSION AND COMMITTEE APPOINTMENTS

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees. The Council will take appropriate action.

c. RESCHEDULING OF COUNCIL MEETING - LABOR DAY

City Council will consider a request to reschedule a City Council meeting to accommodate the observance of Labor Day which falls on the day of a regularly scheduled meeting. The Council will take appropriate action.

d. LIQUOR LICENSE - INDIA GARDEN

City Council will consider a request from Mr. Joga Dusanjh for approval of a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at India Garden located at 1809 North Dysart Road, Suite 106. The Council will take appropriate action.

e. SPECIAL EVENT LIQUOR LICENSE - RACEWAY ELKS FOR CHARITABLE FUNDRAISER

City Council will consider a request for a special event liquor license from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a fundraiser event to be held on April 10, 2010 at the Masonic Temple located at 1015 North 8th Street in Avondale. The Council will take appropriate action.

f. **CONTRACT AWARD - SOUTHWEST SLURRY SEAL – MICROSEAL, FOG AND SLURRY PROGRAM**
City Council will consider a request to approve a construction contract with Southwest Slurry Seal, Inc. for preventative maintenance on streets and roadways within the Avondale City limits in the amount of $596,501.43 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **PROFESSIONAL SERVICES AGREEMENT - R & R ADD DESIGNS**
City Council will consider a request to award a professional services agreement to R&R Add Designs for Graphic Design Services, in an amount not to exceed $55,000 annually and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **PROFESSIONAL SERVICES AGREEMENT- CLEAR CREEK ASSOCIATES- WELL 25 PUMPING**
City Council will consider a request to approve a Professional Services Agreement with Clear Creek Associates for the pumping and testing of Well 25 in the amount of $106,473, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **MINOR LAND DIVISION FOR AGUA FRIA DEL OESTE (ML-09-4)**
City Council will consider a request from Mr. Ed Reichenberg of Reichenberg & Associated Planners on behalf of the property owner, Carl Investments LLC for approval of a Minor Land Division for Agua Fria Del Oeste located at the south of the southwest corner of Dysart Road and Washington Street. The Council will take appropriate action.

j. **RESOLUTION 2891-410 - WESTCAPS MULTI-PARTY AGREEMENT**
City Council will consider a resolution authorizing an Intergovernmental Agreement to formalize Avondale's participation in Westcaps, a regional water resources planning group, allow for annual member contributions and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **RESOLUTION 2890-410 - PLASTIC BAG RECYCLING**
City Council will consider a resolution encouraging retail establishments to participate in a voluntary plastic bag recycling program. The Council will take appropriate action.

l. **RESOLUTION 2892-410 - WATER CONSERVATION REBATE PROGRAMS**
City Council will consider a resolution approving three new water conservation rebate programs: Landscape Conversions for Non-Residential Water Users, “Smart” Irrigation Controllers for Non-Residential Water Users, and High Efficiency Clothes Washer Rebate for City of Avondale Water Customers. The Council will take appropriate action.

m. **RESOLUTION 2896-410 JARC GRANT SUBMITTAL - JOB ACCESS AND REVERSE COMMUTE TRANSPORTATION PROGRAM GRANT APPLICATION FOR START ROUTE 131 FY2011**
City Council will consider a resolution supporting the submittal of a grant proposal to the Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program for START Route 131, in the amount of $258,000 with a 50% match requirement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. **RESOLUTION 2895-410 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE EXCHANGE OF SERVICES (ENTENTE)**
City Council will consider a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and Maricopa County for the purpose of exchange of services for roadway maintenance (Entente Program), and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. **RESOLUTION 2894-410 - AMENDING CERTAIN PLANNING AND ENGINEERING FEES**
City Council will consider a resolution to amend the City's fee schedule for certain planning and engineering fees. The Council will take appropriate action.

p. **ORDINANCE 1402-410 - AUTHORIZE AN EASEMENT FOR RIGHT-OF-WAY FOR THE VAN BUREN STREET AND ELISEO C. FELIX JR. WAY TRAFFIC SIGNAL PROJECT**
City Council will consider an ordinance authorizing the purchase of a triangle parcel for the roadway maintenance of the traffic signal installed on the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way in the amount of $8,650, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

q. **ORDINANCE 1399-410 - ACCEPTING CERTAIN REAL PROPERTY FOR USE AS PUBLIC RIGHT-OF-WAY FROM SUN COR**
City Council will consider an ordinance accepting the conveyance of certain real property necessary to complete right-of-way on Dysart Road at the north edge of the Roosevelt Irrigation District Canal bridge south of Osborn Road and authorize the Mayor, City Clerk and City Attorney to execute the appropriate documentation. The Council will take appropriate action.

r. **ORDINANCE 1401-410 - GRANTING APS UTILITY EASEMENT AT WELL 20, EL MIRAGE ROAD NORTH OF INDIAN SCHOOL ROAD**
City Council will consider an ordinance granting Arizona Public Service a Utility Easement over a portion of the City's Well 20 site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **CONTRIBUTIONS ASSISTANCE PROGRAM FY 2011**

City Council will consider a request to approve funding for the Contributions Assistance Program. The general fund allocation is $50,000. This fund will be used for distribution to eligible non-profit agencies to provide human services to the residents of Avondale. Staff is also requesting that Council appoint a sub-committee to review applications and make funding recommendations. The Council will take appropriate action.

5 **PUBLIC HEARING – CONDITIONAL USE PERMIT FOR AT&T PERSONAL WIRELESS SERVICE FACILITY (CU-09-2)**

City Council will hold a public hearing and consider a request from Mr. Matthew Speth of FM Group Inc. for approval of a Conditional Use Permit for a 70' freestanding Personal Wirless Service Facility (monopalm) on the campus of Saint Thomas Aquinas Catholic Community and School. The Council will take appropriate action.

6 **PUBLIC HEARING AND ORDINANCE 1405-410 - COLDWATER SPRINGS PAD AMENDMENT FOR FAIRWAY LIVING SENIOR HOUSING (Z-09-10)**

City Council will hold a public hearing and consider an ordinance to approve a request from Wade Felkins of Landmark Design Architects on behalf of Mirage Development, LLC for an amendment to the Coldwater Springs PAD to amend the uses and development standards for approximately 8 acres located on the southwest corner of Van Buren Street and Fairway Drive. The Council will take appropriate action.

7 **PUBLIC HEARING AND ORDINANCE 1403-410 - LEVERTON EAST REZONING (Z-09-12)**

City Council will hold a public hearing and consider an ordinance approving a request from Mr. Jon Paladini of Tiffany & Bosco, P.A. on behalf of the property owner, Leverton Properties, LLC/Leverton Investments, LP to rezone from Rural Residential (RR-43) to Commerce Park (CP) 21.1 acres of land located south of Roosevelt Street, north of Corporate Drive, west of 111th Avenue, and east of 113th Avenue. The Council will take appropriate action.

8 PUBLIC HEARING AND ORDINANCE 1404-410 - REZONING FOR PALERMO'S PIZZA (Z-09-11)

City Council will hold a public hearing and consider an ordinance approving a request from Mr. Fred Stern of Stern & Associates on behalf of the property owner, Nuredin Tabaku to rezone the property located at 11007 West Buckeye Road from R1-6 Single Family Residential to Cashion Business District with the intent of opening a restaurant in the existing building. The Council will take appropriate action.

9 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(1) for discussion regarding the City Manager's annual evaluation.

10 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

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:
April 5, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of March 1, 2010
2. Regular Meeting of March 1, 2010
3. Work Session of March 8, 2010
4. Regular Meeting of March 8, 2010

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Board, Commission and Committee Appointments

MEETING DATE:
April 5, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees.

DISCUSSION:

The Council Subcommittee hosted a Meet and Greet with candidates for appointment on Tuesday, March 30, 2010. Their recommendations for appointment are as follows:

Avondale Municipal Art Committee	
Elaine Brown (Alternate)	12/31/2012
Planning Commission	
Margaret Santa Cruz (Alternate)	12/31/2012
Social Services Advisory Board	
Gary Foster (Regular)	12/31/2011
Nancy Montini-Robinson (Regular)	12/31/2012
Ametrice Robinson (Regular)	12/31/2012
Personnel Board	
Ametrice Robinson (Alternate)	12/31/2012

RECOMMENDATION:

Staff recommends that the City Council approves the Subcommittee's recommendation for appointment of members to the City's Boards, Commissions and Committees.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Rescheduling of Council Meeting - Labor Day

MEETING DATE:
April 5, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request to reschedule a City Council meeting to accommodate the observance of Labor Day which falls on the day of a regularly scheduled meeting. The Council will take appropriate action.

DISCUSSION:

At the regular meeting of December 14, 2009, Council took action to reschedule the City Council regular meeting of September 6, 2010 to September 14, 2010 to accommodate the observance of Labor Day.

Since then, the Council has further considered the issue of rescheduling meetings that fall on legal holidays and has decided that rather than rescheduling them to the following or previous Monday as has been recent practice, they would like to reschedule them to the Tuesday after the observed holiday. This decision affects the previous action to reschedule the September 6, 2010 meeting. Council action is therefore required to reschedule that meeting to Tuesday, September 7, 2010 in observance of Labor Day.

The City Council Rules of Procedure allow the Council flexibility to reschedule meetings that fall on legal holidays. The City Charter requires that any change in the regular meeting day, time or location be published in a newspaper of general circulation. Notices will be published in the West Valley View to give notice to residents of the meeting rescheduling.

RECOMMENDATION:

Staff is recommending that City Council reschedule the regular City Council Meeting of September 6, 2010 to Tuesday, September 7, 2010 in observance of Labor Day and direct staff to publish a notice of the meeting change.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - India Garden

MEETING DATE:
April 5, 2010

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 Mr. Joga Dusanjh for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors at India Garden located at 1809 North Dysart Road, Suite 106.

DISCUSSION:

The City Clerk's Department has received an application for a Series 16 (State Series12) Restaurant license to sell all spirituous liquors from Mr. Joga Dusanjh at India Garden, 1809 North Dysart Road, Suite 106, Avondale, Arizona. The location was previously licensed under the name Tastings Wine Bar & Bistro whose owner deactivated the license in May 2009.

As required by state law and city ordinance, the application was posted from March 10, 2010 to March 30, 2010 and a notice was published in the West Valley View on March 26th & 30th. No comments were received.

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

The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff recommends that the City Council approve the request from Joga Dusanjh to sell all spirituous liquors at India Garden located at 1809 North Dysart Road, Suite 106, Avondale.

ATTACHMENTS:

Click to download

- Application
- Comments
- Vicinity Map
- Photos

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
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 #: 12078280

1. Type of License: 12 RESTORANT 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 — P10622484

1. Owner/Agent's Name: Mr. Ms. DUSANJH (Last) JOGA (First) SINGH (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: JD + TS LLC B1043589
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: INDIA GARDEN B1038068
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 1809 N. DYSART Rd #106 (Do not use PO Box Number) AVONDALE (City) MARICOPA (County) 85392 (Zip)
5. Business Phone: 623-330-4393 Daytime Contact: 602-427-8982
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 1809 N. DYSART Rd AVONDALE (City) AZ (State) 85392 (Zip)
8. Enter the amount paid for a bar, beer and wine, or liquor store license$_____(Price of License only)

DEPARTMENT USE ONLY

Fees: 1000 Application; ____ Interim Permit; ____ Agent Change; ____ Club; 4800 Finger Prints $ 14800 **TOTAL OF ALL FEES**

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

Accepted by: DM Date: 2-16-10 Lic. # 12078280

LIC 0100 05/2009 *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
DUSANJH	JOGA	SINGH	50	1	AVONDALE AZ 85392

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☒	DUSANJH	JOGA	SINGH	50		AVONDALE AZ 85392
☐ ☒	SINGH	TAJINDER		50		MESA AZ 85209
☐ ☐						
☐ ☐						

(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.: J.D & TS LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: JANUARY 12, 2010 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L 15739351 Date authorized to do business in AZ: 1/12/2010
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
DUSANJH	JOGA	SINGH	MEMBER		AZ 85392
SINGH	TAJINDER		MEMBER		MESA AZ 85209

(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
DUSANJH	JOGA	SINGH	50		MONDALE AZ 85392
SINGH	TAJINDER		50		MESA AZ 85209

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 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)

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:

SEE AMENDMENT

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: 1.2 MILE ft. Name of school LA PETITE ACADEMY
   Address 13003 W. McDOWELL Rd AVONDALE AZ 85395
   City, State, Zip

2. Distance to nearest church: 1.1 MILE ft. Name of church CHURCH OF JESUS CHRIST OF LDS
   Address 13277 W. THOMAS Rd. 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 WEST VALLEY PROPERTIES
   Address 280 SECOND ST. #230 LOS ALTOS, CA 94022
   City, State, Zip

4a. Monthly rental/lease rate $ 4365.26 What is the remaining length of the lease 10 yrs. ____ mos.

4b. What is the penalty if the lease is not fulfilled? $ 3 month Rent or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ N/A
   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)? Restuarent

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 _____

AMENDMENT

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: 0.6mile ft. Name of school Tutor Time Kindergarten
Address 1730 N. Dysart Rd., Goodyear, Az 85395
City, State, Zip

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

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

4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip

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

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

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

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? _____
   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).

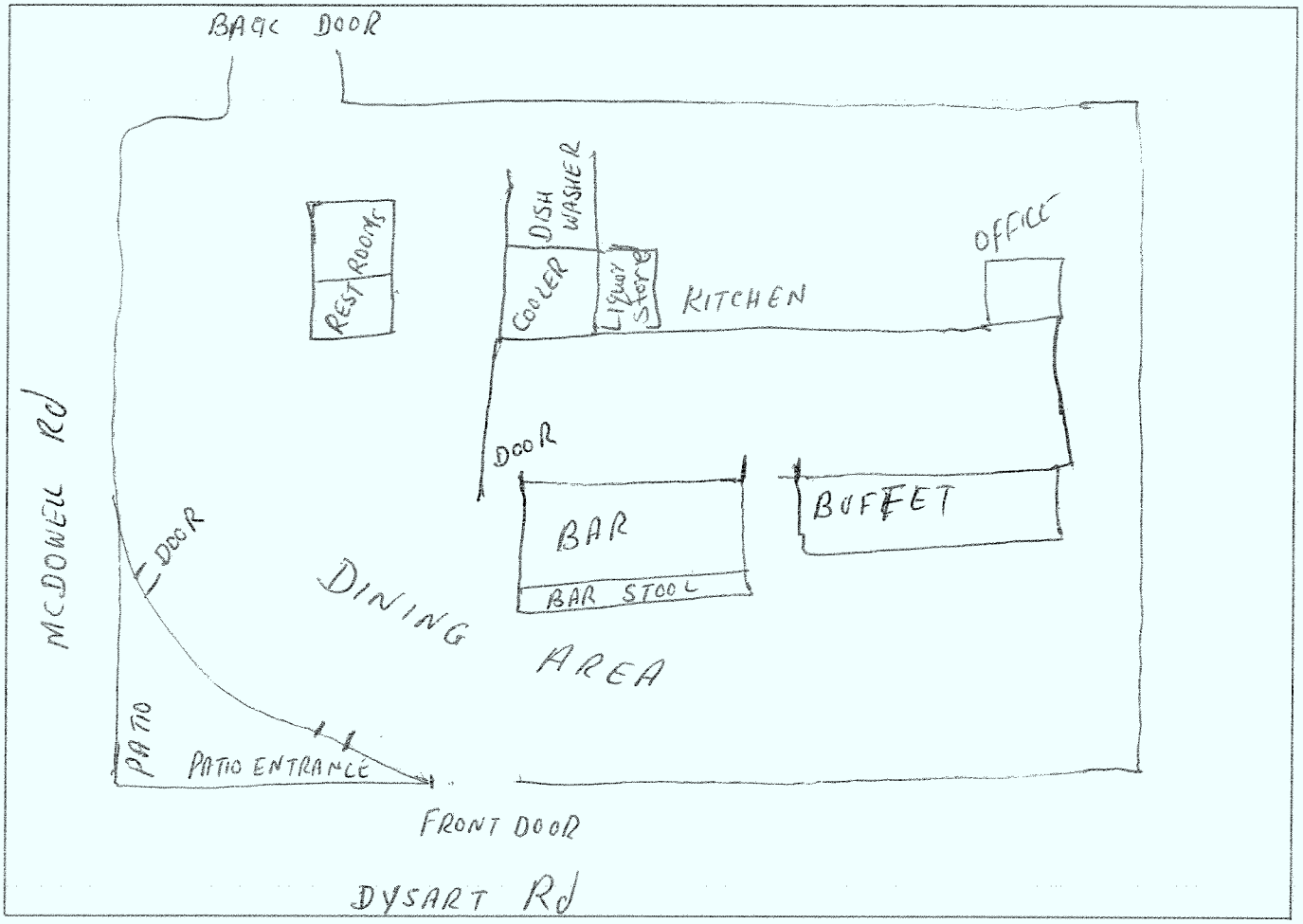
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

   As stated in A.R.S. § 4-207.01(B), 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

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

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



SECTION 16 Signature Block

I, JOGA SINGH DUSANJH, 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 Joga Singh Dusanjh
(signature of applicant listed in Section 4, Question 1)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this

16 of February, 2010
Day Month Year

Dianna McConnell
signature of NOTARY PUBLIC

My commission expires on : OFFICIAL SEAL DIANNA McCONNELL NOTARY PUBLIC-ARIZONA MARICOPA COUNTY My Comm. Exp. 2012
Day Month Year

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 # _____

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

Grill	1 SOFLTTR VULCAN
Oven	2 SOFLTTR VULCAN
Freezer	1 PF 48-1A BEVERAGE-AIR
Refrigerator	1 PE 53-CF VALLEN
Sink	3 AUTO CHOICE
Dish Washing Facilities	1 AUTO-Choice
Food Preparation Counter (Dimensions)	2 AMERICAN RANGE DD 4245
Other	

2. Print the name ofyour restaurant: INDIAN GARDEN

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

4. List the seating capacity for: 100 Seats

   a. Restaurant area of your premises [3200.-]

   b. Bar area of your premises 10 Seats [+300.00]

   c. Total area of your premises 110 Seats [3500.00]

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.) 60 %

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

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.

Manager
Waiter
Waitor
Chiff
Cook
Dishwasher
Chiff-helper

I, JOGA SINGH DUSANJH, 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 Joga Singh Dusanjh
(Signature of APPLICANT)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this
16 day of February, 2010
Day of Month Month Year

My commission expires on:: OFFICIAL SEAL DIANNA McCONNELL NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Commission Expires Feb. 12, 2012

Dianna McConnell
(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECORDS REQUIRED FOR AUDIT

SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT)

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks
11. Tax Records
    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

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

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

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

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

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

C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

DUSANJH	SOGA	SINGH
Last	First	Middle

have read and fully understand all aspects of this statement.

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this

X Soga Singh Dusanjh (Signature of Licensee)

16 day of February, 2010
Day Month Year

My commission Expires on: _____ Day Month Year

OFFICIAL SEAL DIANNA McCONNELL NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Commission Expires Feb 22, 2012

Dianna McConnell (Signature of NOTARY PUBLIC)

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

P1062244

QUESTIONNAIRE

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

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

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

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

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

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

1. Check appropriate box →

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

2. Name: DUSANJH (Last) JOGA (First) SINGH (Middle) Date of Birth: _ (NOT a Public Record)

3. Social Security Numbe _ (NOT a public record) Drs License # _ (NOT a public record) State: AZ

4. Place of Birth: Jalandhar (City) Panjab (State) India (Country) (not county) Height: 5-08 Weight: 160 Eyes: BLK Hair: BLK

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 623-330-4393

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

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: Aug 1986

8. Telephone number to contact you during business hours for any questions regarding this document. 623-330-4393

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

10. Name of Licensed Premises: India Garden Premises Phone: Not yet

11. Physical Location of Licensed Premises Address: 1809 N. Dysart Road #104 (Street Address) (Do not use PO Box #) Avondale (City) Maricopa (County) 85392 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
March 2003	CURRENT	Member LLC	Avondale 85392 (Trucking)
March 2003	Current	Member LLC	T. AVONDALE AZ 85392

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	Residential Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
August 2005	CURRENT	own	Avondale	Avondale	AZ	85392
July 1988	August 2005	own	1912 W. MISSOURI AVE	PHX	AZ	85015

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

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

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

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

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

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

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

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

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

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

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

x Joga Singh Dusanjh
(Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 16 day of February, 2010
Month Year

Dianna McConnell
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

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

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: _____

Ownership Name: India Garden/JD&TS LLC
(as listed on the current liquor license application or renewal application)

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

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

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

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) DUSANJH JOGA SINGH DATE _____

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

TYPE OF LICENSE NO. 12

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

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

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

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

SECTION III — ALIEN STATUS DECLARATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IV — DECLARATION

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

Joga Singh Dusanj
APPLICANT'S SIGNATURE

2-16-2010
TODAY'S DATE

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

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

Attachment to Form 1 Applicant Statement

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

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

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

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

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

a. Primary Evidence:

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

(2) United States passport;

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

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

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

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

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

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

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

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

b. **Secondary Evidence**

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

P1024806

QUESTIONNAIRE

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

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

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

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

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

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

1. Check appropriate box →
   - [X] Controlling Person [ ] Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager
   - [ ] Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: SINGH (Last) TAJINDER (First) — (Middle) Date of Birth: _ (NOT a Public Record)

3. Social Security Numbe _ (NOT a public record) Drivers License: _ (NOT a public record) te: A2

4. Place of Birth: Jalandhar (City) Panjab (State) India (Country (not county)) Height: 5' 9" Weight: 190 Eyes: Blk Hair: Blk

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: 602-427-8982

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

7. You are a bona fide resident of what state? A2 If Arizona, date of residency: 15/ May / 1991

8. Telephone number to contact you during business hours for any questions regarding this document. 602-427-8982

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

10. Name of Licensed Premises: INDIA GARDEN Premises Phone: Not yet

11. Physical Location of Licensed Premises Address: 1809 N. Dysart Rd. #104 (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85392 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT	Member LLC	India Gate 6245 W. Chandler Blvd Chandler, A2
June 2006	Current	Member Corporation	Chevron, 5002 E. Chandler Blvd Phoenix, A2 85044
NOV 2007	Current	member LLC	Chevron 2025 E Chandler Blvd Chandler, A2 85225

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	Residential Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
March 2005	CURRENT	Own		Mesa	A2	85209
Oct 2003	March 2005	Own	614 W. Nopal Ave	Mesa	A2	85210

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

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

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

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

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

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

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

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

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

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

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

X _____
(Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 16 day of February, 2010
Month Year

Dianna McConnell
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

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

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____, _____
Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

'10 FEB 18 Lev. Lib. PM 3:06

TAO PACIFIC LLC.

SH TS LLC.

CH a Pitcalom LLC

SSBINC

Chuema Petroleum.

☐ I HAVE other Lawyer - Connect. Any name

Tuwalu

2/16/10

95. **Naan** *Leavened bread baked in clay oven* 1.75
96. **Garlic Naan** *eavened bread with a subtle touch of garlic* 1.99
97. **Roti** *Traditional Indian style wheat bread* 1.99
98. **Paratha** *Whole wheat bread with a little touch of butter* 2.99
99. **Aloo Paratha** *Whole wheat bread stuffed with potatoes and green peas* 3.99
100. **Gobhi Paratha** *Whole wheat bread stuffed with cauliflower* 3.99
101. **Chicken Naan** *Leavened bread stuffed with chicken and mild or hot spices* 3.99
102. **Keema Naan** *Leavened bread stuffed with ground beef* 3.99
103. **Onion Kulcha** *Naan bread stuffed with onions and spices* 2.99
104. **Bhatura** *Leavened bread deep fried* 2.99
105. **Puri** *Whole wheat bread deep fried* 2.99
106. **Cheese Naan** *Special bread with cheese* 2.99
107. **Kabli Naan** *Special bread with nuts and raisins* 3.99

Salads

108. **Mixed Salad** 3.99
109. **Cucumber Raita** *Cucumber, tomato and potato bits in whipped yogurt* 2.99
110. **Plain Yogurt** 1.99
111. **Kachumbar** *Diced fresh lettuce, onions, tomatoes, cucumbers & fresh lemon juice* 2.99

Desserts

112. **Mango Kulfi** *Indian style ice cream with mango flavor* 3.99
113. **Pistachio Kulfi** *Indian style ice cream* 2.99
114. **Gulab Jamun** *Juicy pastry deep fried* 2.99
115. **Kheer** *Rice pudding* 2.99
116. **Rasmalai** *Delicate pattie of fresh homemade cottage cheese served with cream and pistachio* 4.99
117. **Gajar Halwa** *Carrots cooked in exotic creamy sauce with nuts and raisins* 3.99

Indian Beverages

118. **Mango Lassi** *Fresh mango with yogurt, milk drink* 2.95
119. **Mango Shake** *Fresh mangoes with milk* 2.95
120. **Lassi** *Yogurt Drink- Sweet or Salt or Plain* 2.95
121. **Indian Tea** Hot tea with Indian spices - *Refill* 1.95
122. **Indian Coffee** Hot coffee with milk 2.99
123. **Milk Rose** *Milk with rose flavored syrup* 2.99
124. **Rose Sherbet** *Rose flavored drink* 2.99
125. **Thandai** *Milk flavored with nuts and spices* 2.99
126. **Jalzeera** *Herbal Drink* 2.75
127. **Soft Drinks** *(Coke, Diet Coke, Sprite, Dr. Pepper, Root beer, Lemonade) - Refill* 1.95
128. **Iced Tea** *Chilled ice tea - Refill* 1.95

**Full service bar also available*

Enjoy **Lunch Buffet** $8.99

Different menus everyday Monday to Friday 11:00 a.m. to 2:30 p.m.

• Appetizers- Vegetable Pakora/ Samosa • Tandoori Chicken • Two meat entrees
• Four vegetable entrees • Basmati Rice/ Peas Pulao • Hot Garlic Naan served on the table
• Salad • Raita • Chutneys • Three Desserts

Catering

Business Meetings, Working Lunches, Office Parties, Team Meetings, House Parties, Holiday Gatherings, Special Events.

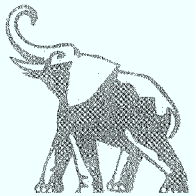
Five To Six Servings

• One Appetizer • Two Entrees • Rice • One Dessert

Ten To Twelve Servings

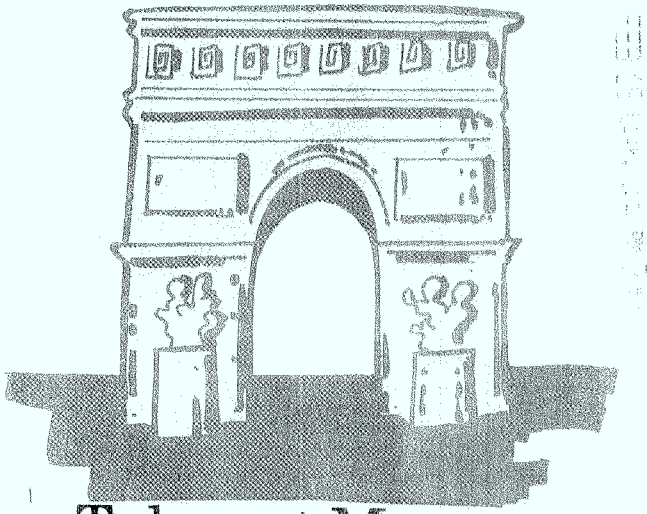
• One Appetizer • Three Entrees • Rice • One Dessert

Appetizer: *Vegetable Samosa or Meat Samosa*
Entrees:
Chicken *Chicken Tikka Masala, Chicken Curry, Chicken Vindaloo*
Lamb *Lamb Curry, Lamb Korma, Karahi Lamb*
Vegetables *Saag Paneer, Malai Kofta, Daal*
Desserts: *Kheer, Gulab Jamun*



Fine Indian Cuisine

India Garden



Take out Menu

1809 N. Dysart Rd.

Avondale, AZ 85392

(623) 536-2320

Open 7 Days a Week

Lunch Buffet: 11:00 a.m. - 2:30 p.m.
Dinner: 5:00 p.m. - 10:00 p.m.

FILED

DEC 30 2009

FILE NO. L-1573935-1

03002817

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

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

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

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

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

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

Select one. This form may be used for:

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

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

1. The name of the organization: JD & TS, LLC

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

B. JD & TS, LLC
Limited Liability Company Name

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

Address 12379 W. Hazelwood Street
City Avondale State AZ Zip 85392

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

Name JAGA SINGH DUSANJH
Address 12379 W. Hazelwood St.
City Avondale State AZ Zip 85392

Acceptance of Appointment by Statutory Agent:

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

Agent Signature: Jaga Singh Dusanjh

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

DO NOT PUBLISH THIS SECTION
4. Only required for professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

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

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

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

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

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

4. Purpose of this (Professional) Limited Liability Company is to provide the following (professional) service(s): (Only required for a Professional LLC Company)

5. Dissolution: The latest date of Dissolution

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

☒ The Limited Liability Company is Perpetual

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

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

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

Name JOGA SINGH DUSANJH ☒ Member ☐ Manager (only if "B" is selected above)
Address: 12879 W. HAZELWOOD St.
City, Avondale State, AZ Zip: 85392

Name TAJINDER SINGH ☒ Member ☐ Manager (only if "B" is selected above)
Address: 10251 E. LAKEVIEW AVE
City, MESA State, AZ Zip: 85209

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

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

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

Executed this 28th day of December, 2009

Executed by: [signature] Print Name JOGA SINGH DUSANJH

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

Phone Number: 623-936-7175 Fax Number: 480-831-9546

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

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

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

Joga Singh Dusanjh

SIGNATURE OF BEARER/SIGNATURE DU TITULAIRE/FIRMA DEL TITULAR

NOT VALID UNTIL SIGNED

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. du Passeport / No. de Pasapo

Surname / Nom / Apellidos: DUSANJH
Given names / Prénoms / Nombres: JOGA SINGH
Nationality / Nationalité / Nacionalidad: UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento: 20 Aug 2001
Sex / Sexe / Sexo: M
Place of birth / Lieu de naissance / Lugar de nacimiento: INDIA
Date of issue / Date de délivrance / Fecha de expedición: 19 Aug 2011
Authority / Autorité / Autoridad: Charleston
Date of expiration / Date d'expiration / Fecha de caducidad: See Page 24
Amendments / Modifications / Enmiendas

P<USADUSANJH<<JOGA<SINGH<<<<<<<<<<<<<<<<<<<<
3010117153USA5706134M1108198<<<<<<<<<<<<<<06

OPERATING AGREEMENT
FOR
JD & TS, LLC

THIS OPERATING AGREEMENT is made as of this 12th day of January 2010. Hereinafter all parties shall be referred to collectively as "Members" and individually as "Member" and , hereafter referred to as ("LLC") which is organized in the State of Arizona, upon the following specific terms and conditions set forth below.

RECITALS:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

AGREEMENTS:

1. **NAME:** The name of the LLC shall be JD & TS, LLC.

2. **PRINCIPAL PLACE OF BUSINESS:** The principal office and place of business for the LLC shall be 12379 W. Hazelwood St., Avondale, Az. 85392 until changed by mutual agreement of the Members.

3. **PURPOSE**: The LLC is formed for the purpose of operating any lawful business associated therewith.

4. **TERM**: The LLC shall commence on the date set forth above and shall continue until dissolved by mutual agreement of the Members, unless terminated earlier in accordance with the dissolution and termination provisions of this Agreement.

5. **CAPITAL CONTRIBUTIONS**

5.1 Each Member shall contribute the sum of cash or equivalent assets set forth on the signature page hereto to the capital of this LLC. Each of the Members owns an interest in the capital and in the profits and losses of the LLC proportionate to the percentage of ownership set forth opposite his or her name on the signature page hereof.

5.2 Each Member agrees to contribute to the LLC as needed as a capital contribution a share of the expenses and obligations of the LLC proportionate to such Member's interest in capital.

6. **LLC DISTRIBUTIONS:** Any and all distributions shall be made to the Members on a pro rata basis in proportion to their respective interest in the capital of the LLC. Distributions shall be made only at such times as the Members mutually determine

that the LLC has adequate reserves or sources to satisfy all debts, obligations and capital needs as they arise.

7. **DEFAULT:** In the event a Member should default under Paragraph 5.2 of this Agreement by failing or refusing to contribute additional capital required by the LLC, then the non-defaulting Members may, but shall not be obligated to, cure the default of the defaulting Member, and treat the same as a loan payable on demand, with interest at the rate of five percent (5%) per annum. Until such indebtedness is repaid, the defaulting Member shall not be entitled to participate in any decisions relating to the LLC's business, and the non-defaulting Members may make all such decisions without the consent or approval of the defaulting Member.

8. **MANAGEMENT AND OPERATION OF BUSINESS:**

8.1 All routine management decisions of the operation of the investments owned, purchased or managed by the LLC, and the furnishing of sufficient information to the LLC's accountants so as to allow the preparation of the LLC's tax returns, shall be the responsibility of the members.

8.2 The Members shall meet from time to time to review the performance of the LLC business to estimate and jointly agree to the operating expenses and working capital of the LLC business, which will include but not be limited to, the making of deposits into agreed upon accounts for the payment of the obligations of the LLC.

9. **PAYMENT OF LLC DEBTS AND PURCHASE, SALE PLEDGE OR TRANSFER OF LLC PROPERTY:**

9.1 Joga Singh Dusanjh and Tajinder Singh are the exclusive agents for, and are authorized to sign checks on behalf of the LLC for the payment of LLC debts and normal operating expenses.

9.2 Not withstanding the foregoing, the signatures of all of the undersigned shall be required for the LLC to purchase, sell, pledge or otherwise transfer the property of the LLC.

10. **ALLOCATION OF TAX ATTRIBUTES TO MEMBERS:**

10.1 Taxable income, gain, loss, deductions, and credits or other tax benefits and burdens of the LLC shall be allocated between the Members in proportion to the percentage of ownership set forth opposite their names on the signature page hereof or by agreement to whatever percentage they agree upon.

10.2 All taxable income, gain, loss, deductions and tax credits shall be deemed to be the amounts set forth on the LLC information tax return for federal income tax purposes or state income tax purposes as determined by the tax attorney or accounts employed by the LLC. Each Member's share of LLC income, gain, expense or tax credits, and loss shall be determined as of the end of business on the last day of each fiscal year.

11. **ACCOUNTING:**

11.1 The LLC's fiscal year shall be the calendar year.

11.2 The Members shall open and maintain bank accounts in the name of the LLC and all disbursements shall be made from such bank account in the name of the LLC on the signature of Joga Singh Dusanjh or Tajinder Singh, the agents agreed upon by the Members.

11.3 Books of account shall be maintained at the principal place of business of the LLC and shall be open and available to any Member desiring to inspect the same.

12. **CONFLICTS OF INTEREST AND INVESTMENT RESTRICTIONS:**

12.1 No loan shall be made by the LLC to any Member or any of his affiliates, without the prior consent of all Members.

12.2 No Member nor any affiliate of a Member may, except as otherwise expressly permitted by this Agreement, enter into contractual or business dealings with the LLC which would result in additional compensation, profits or earnings inuring to the benefit of such Member or affiliate without the prior written consent of all Members.

13. **ADDITIONAL MEMBERS:** No additional Members shall be admitted to the LLC without the prior written consent of all Members, unless otherwise expressly provided for herein.

14. **TRANSFER OF LLC INTERESTS:**

14.1 A Member may not sell, transfer, assign, or subject to a lien or security interest such Member's LLC interest in the LLC or any part thereof except with the written consent of all other Members. Should a Member desire to sell his or her interest in the LLC, then he or she must first offer for sale such interest to all other Members, and all other Members are to be accorded a thirty (30) day right of first refusal, said thirty (30) day period commencing to run only following all Members having received a true and correct copy of a written purchase offer executed by any interested third-party purchaser. Any sale, assignment or other transfer contrary to the provisions of this Paragraph shall be void.

14.2 No assignee of any Member's LLC interest shall be entitled to become a substituted Member of the LLC unless all Members shall consent thereto and the assignee shall consent in writing, in form satisfactory to the Members, to be bound by the terms of this Agreement in the place and stead of the assigning Member.

15. **LOANS TO LLC:** Subject to limitations elsewhere provided in this Agreement, the LLC may from time to time borrow such amounts from such persons, including the Members, on such security and payable on such terms as the Members may by unanimous consent approve.

16. **DISSOLUTION & TERMINATION OF THE LLC:**

16.1 Except as provided below, no Member shall have the right to cause dissolution of the LLC before expiration of the term.

16.2 The LLC shall be dissolved upon the first to occur of the following events:

a. Unanimous agreement of the Members;
b. Sale of all or substantially all of the assets of the LLC;
c. In the event any Member shall be affected by bankruptcy, as defined in Paragraph 16.6.
d. Death, retirement or incapacity of any member

16.3 Within sixty (60) days following the occurrence of an event of dissolution for a cause referred to in Paragraphs 16.2(a) through 16.2(d), inclusive, the remaining Members shall elect to either (i) continue the LLC or (ii) to wind up the affairs of the LLC and liquidate its assets in accordance with Paragraph 16.4, and distribute the proceeds therefrom in accordance with Paragraph 6. Said election shall be given in writing to all Members.

16.4 If the election is to continue the LLC, the LLC interest of the Member affected by such event shall be held by said Member's successor in interest, i.e., Receiver, Trustee, Conservator, Guardian, etc., as the case may be, as an assignee of such interest upon distribution of the estate by any such successor in interest, the distributees of such interest shall hold the individual portions so distributed as assignees thereof, unless and until admitted as a successor or substituted Member in accordance with Paragraph 14.2.

16.5 In the event that the remaining Members do not elect to continue the business as permitted hereby, then the remaining Members shall promptly arrange for the sale of the LLC Assets, liquidating and winding up of the LLC in an orderly fashion and distributing the net proceeds of liquidation on dissolution and termination pursuant to Paragraph 6 hereof. A Member may be the Liquidator by agreement of all Members. Nothing herein shall prevent any Member from, directly or indirectly, purchasing the LLC from the Liquidator, provided that the offer of such Member is equal to or higher than the highest attainable price from an unaffiliated person. The expenses of the Liquidator shall be deemed expenses of the LLC.

16.6 "Bankruptcy" with respect to any Member shall be deemed to occur when such Member makes an assignment for the benefit of creditors or otherwise pledges his or her interest in the LLC, files a petition in bankruptcy, voluntarily takes advantage of any bankruptcy or insolvency laws or is adjudicated a bankrupt or judicially insolvent or, of a petition or an answer is filed proposing the adjudication of such Member as a bankrupt, when such Member shall consent to the filing thereof or sixty (60) days after the filing thereof unless the same shall have been discharged, opposed, or denied prior thereto, or a charging order against the LLC interest of a Member is not removed within thirty (30) days from the date of attachment of said order to such Member's interest.

17. **DEATH OF A MEMBER:** This LLC shall not be dissolved upon the death of one or more Members so long as all of the remaining, surviving Members elect to continue this LLC. In the event of the death of a Member, such Member's personal representative, heirs and legatees shall be entitled to succeed to the interest of such Member, and shall become a substituted Member herein upon executing a written undertaking to be bound by all the terms and provisions of this Agreement.

18. **NOTICES:** All notices hereunder shall be in writing, effective upon hand delivery wherever effectuated, or by United States registered or certified mail, postage prepaid, addressed as follows:

12379 W. Hazelwood St.
Avondale, Az. 85392

19. **GENERAL PROVISIONS:**

19.1 This Agreement shall be binding upon and inure to the benefit of the Members and their respective legal representatives, successors and assigns.

19.2 This Agreement contains the entire agreement between the parties at the date hereof and may not be modified or rescinded except with the written consent of all parties hereto.

19.3 The headings used herein are for the purposes of convenience only and shall not be utilized in the construction or interpretation of the provisions hereof.

19.4 In the event that any of the provisions, or portions thereof, of this Agreement is held to be unenforceable or invalid by any court having jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19.5 If any Member commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall then be entitled to receive from the defaulting party a reasonable sum as attorney's fees and costs, to be fixed by the Court in the same action.

19.6 This Agreement was made and executed in and it shall be construed according to the laws of the State of Arizona.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

Members Names	Cash Contributed	Percentage of LLC Interest
Joga Singh Dusanjh		50
Tajinder Singh		50

Joga Singh Dusanjh

Joga Singh Dusanjh

Tajinder Singh

Tajinder Singh

Dhaba Wine List

dhaba

House Wines

Tisdale

	Glass	Bottle
Cabernet Sauvignon, Chardonnay, and Merlot		
Beringer White Zinfandel	$4.50	$15.00

White Wines

Barefoot Chardonnay	$6.00	$21.00
Hess Monterey Chardonnay	$6.50	$23.00
Bogle Sauvignon Blanc	$6.50	$23.00
Ecco Domani Pinot Grigio	$6.00	$21.00
Fetzer Reisling	$5.50	$19.00

Red Wines

Echelon Cabernet Sauvignon	$6.50	$23.00
Redwood Creek Merlot	$5.50	$19.00
Black Swan Shiraz	$6.00	$21.00
B&G Bistro Pinot Noir	$6.50	$23.00
Palo Alto Reserve Red	$7.50	$25.00

Dhaba

dhaba

House Wines

Tisdale

	Glass	Bottle
Cabernet Sauvignon, Chardonnay, and Merlot		
Beringer White Zinfandel	$4.50	$15.00

White Wines

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Fetzer Reisling	$5.50	$19.00

Red Wines

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Redwood Creek Merlot	$5.50	$19.00
Black Swan Shiraz	$6.00	$21.00
B&G Bistro Pinot Noir	$6.50	$23.00
Palo Alto Reserve Red	$7.50	$25.00

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: DUSANJH JOGA SINGH

BUSINESS NAME: INDIA GARDEN

ADDRESS: 1809 N. DYSART RD #106

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

3-17-10
DATE

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 5, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 22, 2010

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: January 12, 2010

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 16 (State Series 12) for India Garden located at the northeast corner of McDowell Road and Dysart Road

The proposed location is at the northeast corner of Dysart Road and McDowell Road in the "Shops C" building of the Alameda Crossing shopping center. The structure is complete.

The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Palm Valley PAD approved by the City Council in September 1994. Staff has determined that the proposed use is not a bar as defined by the Avondale Zoning Ordinance, but rather a restaurant. Restaurants are permitted in this portion of the Palm Valley PAD.

Series 12 liquor licenses are exempt from all separation requirements from churches, schools, or fenced school recreational areas.

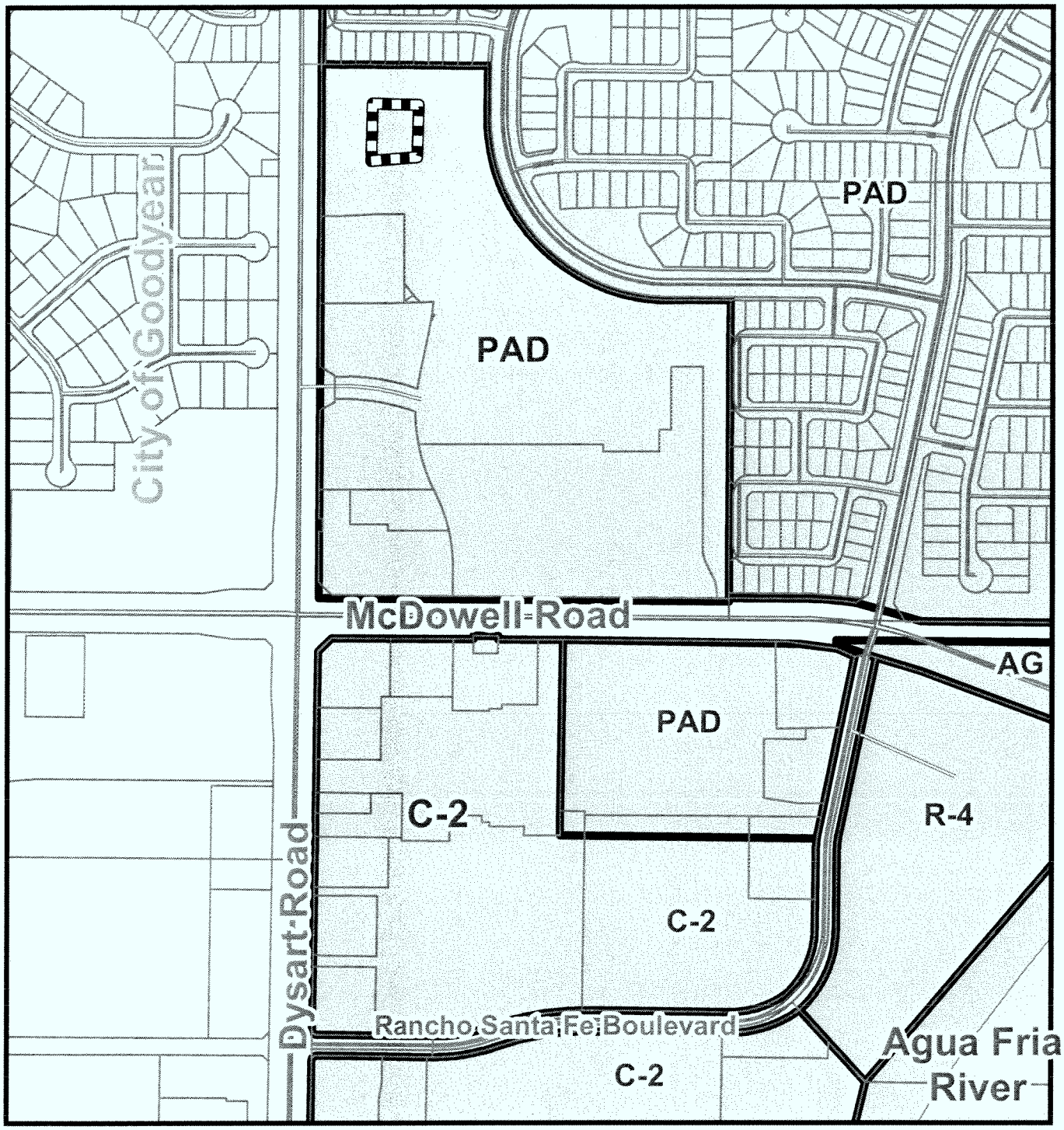
There are no zoning or separation issues with this application.

Attachment: Zoning Vicinity Map
2009 Aerial Photograph

2009 Aerial Photograph

Avondale

India Garden



Zoning Vicinity Map

Avondale

Subject Property

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: DUSANJH JOGA SINGH

BUSINESS NAME: INDIA GARDEN

ADDRESS: 1809 N. DYSART RD #106

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

DATE

Police Chief
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 5, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 22, 2010

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- o OFF TRACK BETTING
- x LIQUOR LICENSE SERIES # 16
- o EXTENSION OF PREMISES
- o ACQUISITION OF CONTROL

ROUTING:

- o DEVELOPMENT SERVICES
- o FIRE DEPARTMENT
- x FINANCE DEPARTMENT
- o POLICE DEPARTMENT

APPLICANT'S NAME: DUSANJH JOGA SINGH

BUSINESS NAME: INDIA GARDEN

ADDRESS: 1809 N. DYSART RD #106

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

DEPARTMENTAL COMMENTS:

x APPROVED
o DENIED

Teresa Hall
SIGNATURE

3/22/10
DATE

Privilege Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 5, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 22, 2010

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: DUSANJH JOGA SINGH

BUSINESS NAME: INDIA GARDEN

ADDRESS: 1809 N. DYSART RD #106

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

DEPARTMENTAL COMMENTS:

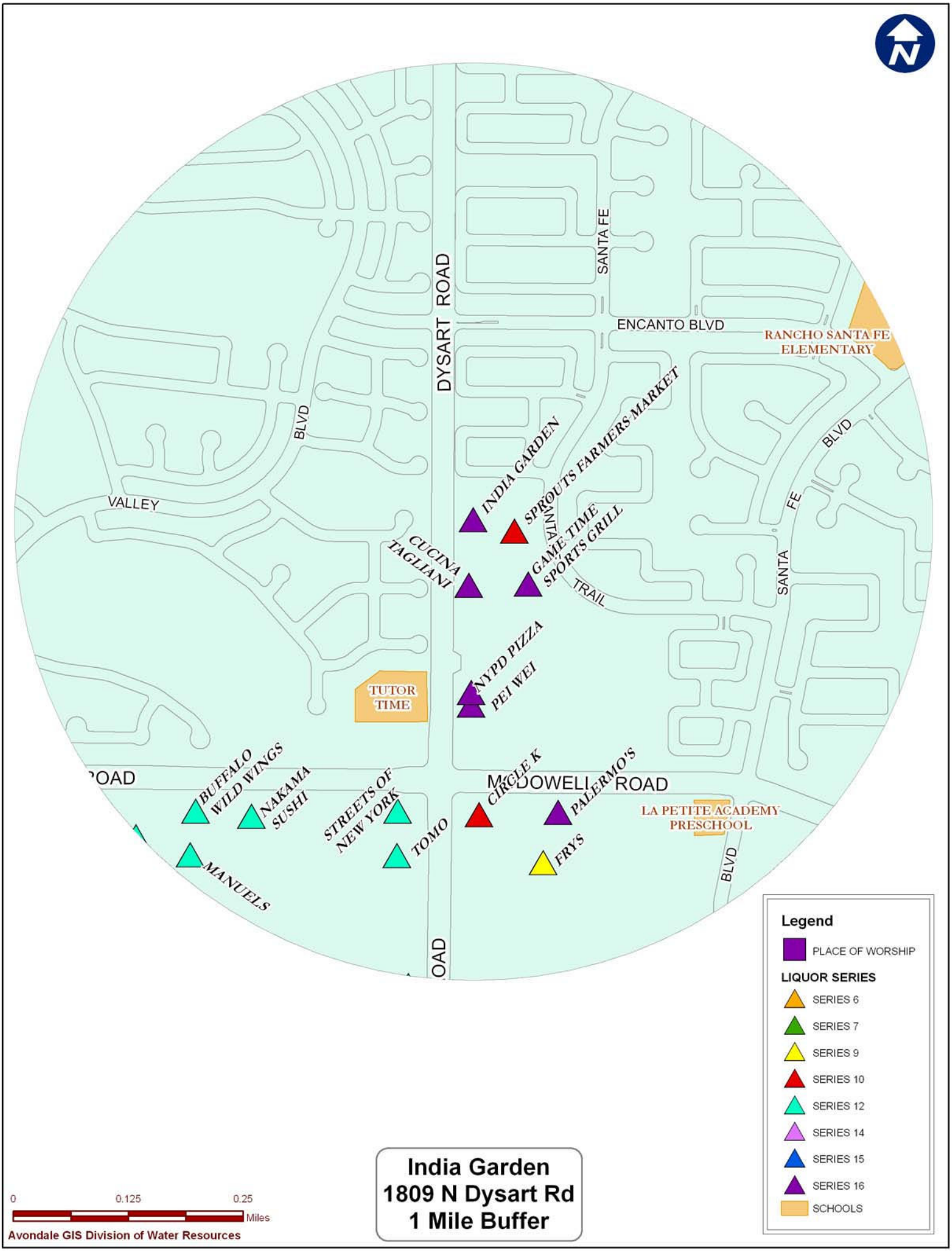
☒ APPROVED
☐ DENIED

SIGNATURE

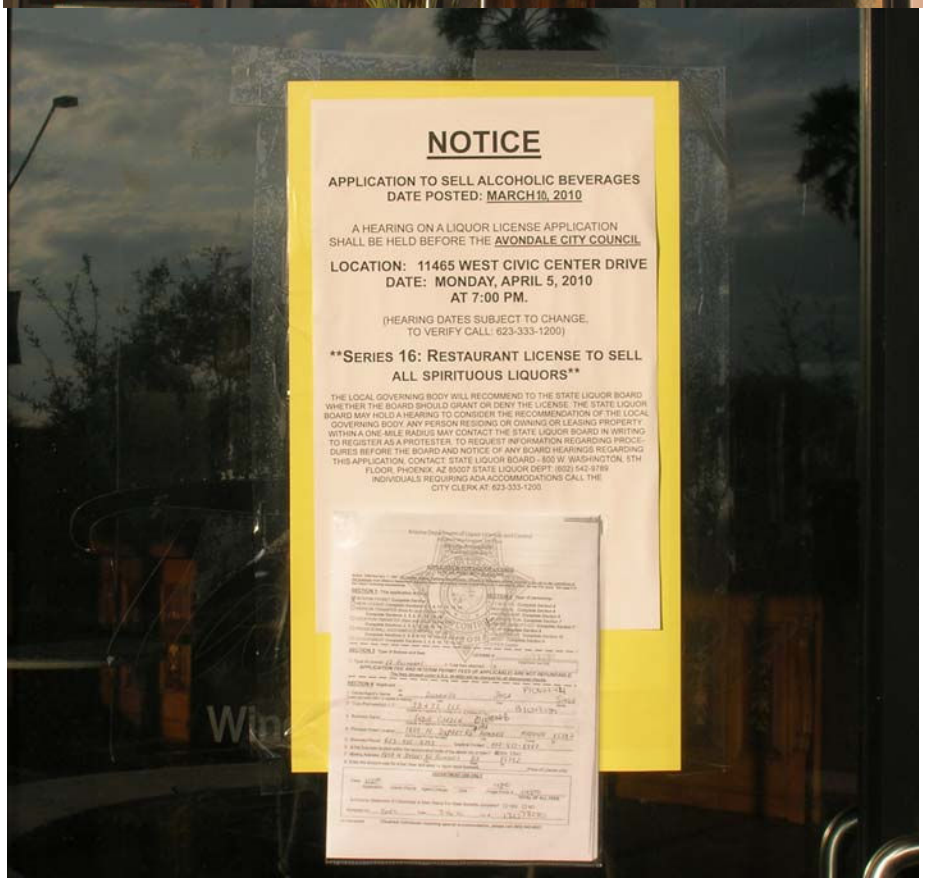
3/11/10
DATE

FIRE MARSHAL
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 5, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 22, 2010



India Garden
1809 N Dysart Rd
1 Mile Buffer



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MARCH 10, 2010

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, APRIL 5, 2010
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

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - Raceway Elks for Charitable Fundraiser

MEETING DATE:
April 5, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a request for a special event liquor license from Gary Bruce on behalf of the Raceway Elks #2852, for a fundraiser event to be held on April 10, 2010 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

DISCUSSION:

The City Clerk's Department has received an application for a special event liquor license from Mr. Gary Bruce, representing the Raceway Elks #2852, to be used in conjunction with a charitable fundraiser.

This event will be held on Saturday, April 10, 2010 from 5:00 p.m. to 10:00 p.m., at the Masonic Temple.

The required fees have been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

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

1. The event will be restricted to members only
2. Criminal history of the applicant - A background check of the representative, Mr. Gary Bruce, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department has reviewed the security plan and have determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in disposable cups and cans
7. The most recent previous event held in December 2009 revealed no neighborhood disturbances
8. Event activities will be confined to the Masonic Temple so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event
9. The event will last five hours
10. Sanitary facilities are available at the temple
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 80
13. Music will be provided by a disc jockey who will use his own sound amplification system

14. Per the Police Department, traffic control measures will not be necessary

RECOMMENDATION:

Staff is recommending approval of the request for a special event liquor license from Mr. Gary Bruce on behalf of the Raceway Elks #2852 for a fundraiser event to be held on April 10, 2010 at the Masonic Temple located at 1015 North 8th Street Avondale, Arizona.

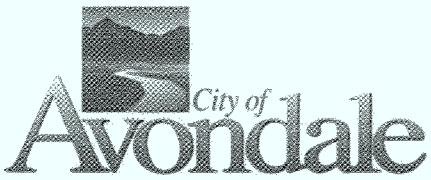
ATTACHMENTS:

Click to download

- Application
- Comments

Print Form

CITY CLERK'S DEPARTMENT * 11465 W. CIVIC CENTER DRIVE SUITE 200 * AVONDALE, ARIZONA 85323 * PHONE: 623-333-1200



Special Event Liquor License Application

Any person qualified to apply for a special event liquor license pursuant to ARIZ. REV. STAT. § 4-203.02-B shall make application to the City. This form shall be completed and submitted to the City Clerk at least 21 days prior to the special event and must be accompanied by the Arizona Department of Liquor Licenses and Control's Application for Special Event License. The Avondale City Council will review the application and forward it along with its recommendation to the State.

The City Council may consider the following factors to determine approval or disapproval of the special event liquor license application:

1. Whether the event will be open to the public.
2. Criminal history of the applicant.
3. Nature of the event.
4. Security measures taken by the applicant.
5. Type of alcohol that will be sold at the event.
6. How the alcohol will be served.
7. Whether the promoter of the event has obtained a special event liquor license in the City of Avondale within the last three years that created neighborhood disturbances.
8. Potential for problems in the neighborhood of the proposed event in terms of noise, hours and time(s) of the event.
9. Length of the event.
10. Sanitary facilities available to the participants.
11. Whether the zoning is proper.
12. Anticipated number of attendees.
13. The nature of the sound amplification systems.
14. Whether traffic control measures will be taken.

GENERAL INFORMATION – Applicant must be a member of the qualifying organization and authorized to submit the application

Charitable Fund Raiser
Name of Event

Dinner-Dance
Nature of Event (carnival, dinner, dance, concert, etc.)

Masonic Temple 1015 N. 8th St. Avondale, AZ
Name of Venue

1015 N. 8th St. Avondale, AZ
Location Address

(623) 547 2852 (623) 882-3557
Phone Number **Fax Number**

Gary J. Bruce
Name of applicant (Must be on site during the event)

Lady@94519Yahoo.com
E-Mail Address

Raceway Elks #2852
Sponsoring Organization

Fraternal
Type of Organization

80-01329241
501-C-3#

David A. Elia
Name of contact at Sponsoring Organization

(623) 925-1745
Phone Number

EVENT INFORMATION

Is this event open to the public? ☐ Yes ☑ No

Event location complies with zoning regulations ☑ Yes ☐ No

Will portable restroom facilities be available? ☐ Yes ☑ No If yes, how many facilities will be available? _____ Provide the following and indicate location on site plan

Company _____

Address _____

Contact _____ Phone: _____

- **Guideline for anticipated attendance/portable restrooms ratio for a 6 hour event: 80 people per unit if alcohol is served; 100 people per unit if alcohol is not served.**

STREETS / TRAFFIC

Does the event propose closing, blocking, or using of any city streets, sidewalks, alleys, or public parking lots? ☐ Yes ☑ No

If yes, provide the following:

What	From/To	Date(s)	Time(s)

- ***Street closures must be approved by the Police, Fire and Field Operations Departments***

ALCOHOL

*** Minors are not allowed in areas designated for alcohol consumption. Applicant must be a member of the qualifying organization and authorized to submit application.**

Is alcohol included in the admission price to the event? ☐ Yes ☑ No
(applies to charitable, religious, fraternal or political groups only)

Anticipated attendance in liquor area:

	DATE:	DAY:	HOURS: FROM A.M./P.M	HOURS: TO A.M./P.M	ANTICIPATED DAILY ATTENDANCE	ANTICIPATED PEAK DAILY ATTENDANCE
DAY 1:	4/10/10	Saturday	5:00 p.m.	10:00 p.m.	60	80
DAY 2:						
DAY 3:						
DAY 4:						
DAY 5:						
DAY 6:						
DAY 7:						
DAY 8:						
DAY 9:						
DAY 10:						

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

The Exalted Rluler will check all membership cards at the entrance. All members are required to be 21 years old.

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

The Statutes of the Elks require all members be 21 years old. The Exhalted Ruler and Safety Chairman will enforce.

Will more than 50% of the event's gross revenues be derived from alcohol sales? ☐ Yes ☑ No

Type of alcohol to be served: X Beer X Wine X spirituous liquor

How will the alcohol be served?

____ glasses ____ bottles ____ Plastic Containers X disposable cups X cans

How will alcohol be obtained? Obtained by the Trustees and Officers from a licensed wholesaler.

Has the applicant been convicted of a felony in the past five years? ☐ Yes ☑ No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? ☐ Yes ☑ No If yes, please explain:

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances? ☐ Yes ☑ No

If yes, please give specific information including event, dates and nature of disturbance.

Sound System

DISC JOCKEY WILL PROVIDE MUSIC WITH A SPEAKER SYSTEM.

EVENT SECURITY

The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.

Will private security be used at the event? ☐ Yes ☑ No
If yes, provide name of company _____

Will the event be requesting off-duty Avondale Police Officers? ☐ Yes ☑ No

FEES
The fee for a Special Event Liquor License is $25.00 per event day and must accompany this application - this is in addition to the State's fee.

CERTIFICATION

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.

Applicant's Signature

3 yr
8/10/10
Date

Please submit application to:
City Clerk's Department
11465 W. Civic Center Drive, Suite 200
Avondale. Arizona 85323

State of Arizona Department of Liquor Licenses and Control

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: Raceway Elks #2852
2. Non-Profit/I.R.S. Tax Exempt Number: 80-01329241
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☑ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? Multiple charitable fundraisers
5. Location of the event: 1015 N. 8th St. | Avondale | Maricopa | 85392
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. Applicant: Bruce (Last) | Gary (First) | J. (Middle) | (Date of Birth)
7. Applicant's Mailing Address: 11882 W. Washington St. (Street) | Avondale (City) | AZ (State) | 85323 (Zip)
8. Phone Numbers: ( ) (Site Owner #) | (623) 547-2852 (Applicant's Business #) | (623) 533-3235 (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

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

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

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

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

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

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

Name Raceway Elks 1015 N. 8th St. Avondale, AZ 85392 100% Percentage

Address

Name _____ _____ Percentage

Address

(Attach additional sheet if necessary)

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

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

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

_____ # Police ☑ Fencing
_____ # Security personnel ☐ Barriers

The building is inclosed with a chain link fence with an entrance and exit through a gate. It will manned by officers of the Elks.

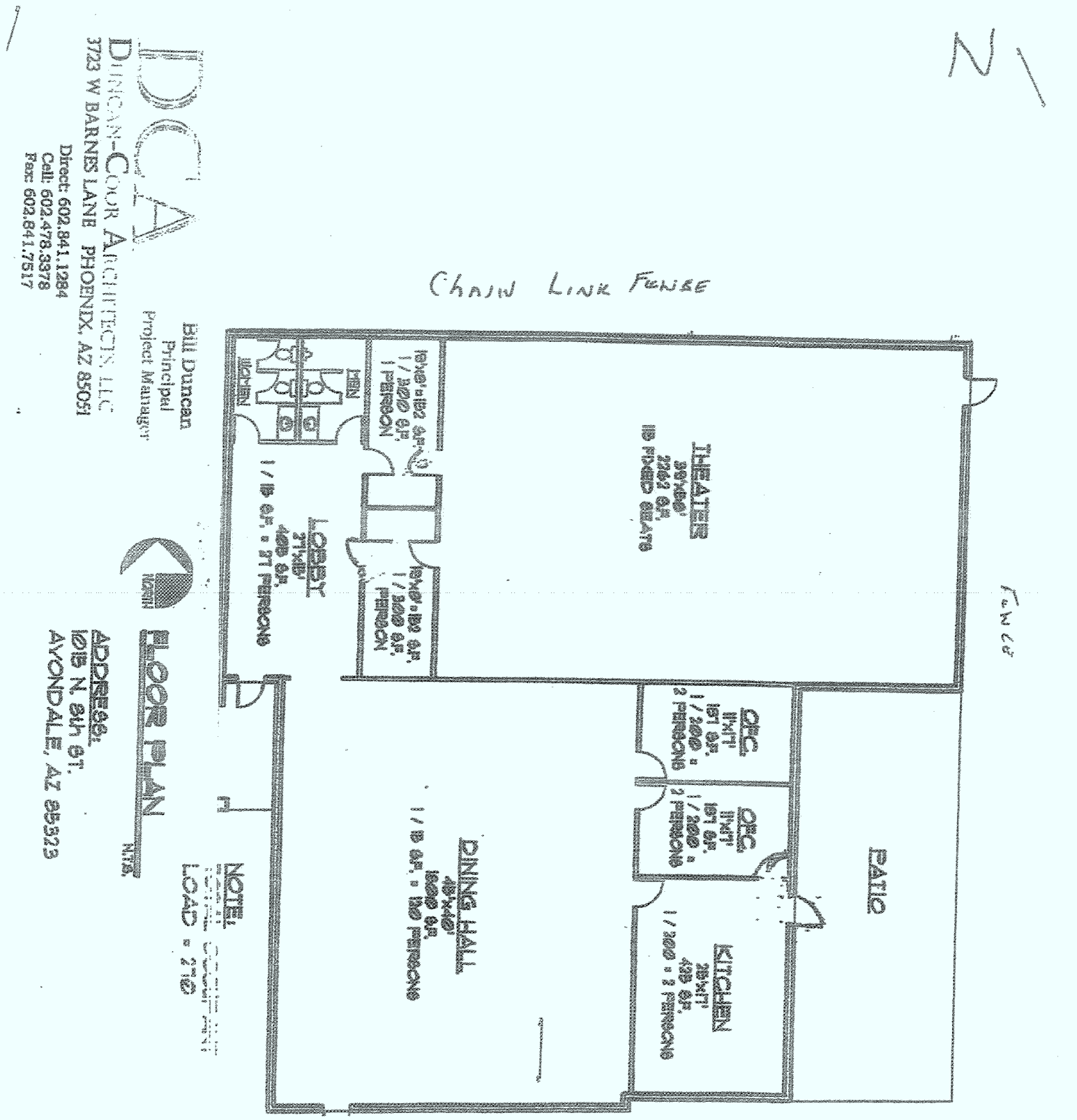
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ Name of Business ( ) _____ Phone Number

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

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

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



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

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

X [signature] (Signature) Committee Chair (Title/Position) 1-7-10 (Date) (623) 925-1245 (Phone #)

"OFFICIAL SEAL" Michele R. Miller Notary Public-Arizona Maricopa County My Commission Expires 4/16/2012

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 7th (Day) January (Month) 2010 (Year)

My Commission expires on: 4-16-2012 (Date) Michele R. Miller (Signature of NOTARY PUBLIC)

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

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

X [signature] (Signature)

"OFFICIAL SEAL" Michele R. Miller Notary Public-Arizona Maricopa County My Commission Expires 4/16/2012

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 7th (Day) January (Month) 2010 (Year)

My commission expires on: 4-16-2010 Michele R. Miller (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____ (Title) _____ (Date)

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: CHARITABLE FUND RAISER

DEPARTMENTAL COMMENTS:

☑ **APPROVED**
☐ **DENIED**

SIGNATURE

3/22/10
DATE

Police Chief
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 5, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 24, 2010

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: GARY BRUCE

ORGANIZATIONS NAME: RACEWAY ELKS

EVENT ADDRESS: 1015 NORTH 8TH STREET

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

PURPOSE OF EVENT: CHARITABLE FUND RAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Joe G. Horne
SIGNATURE

3/25/10
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: APRIL 5, 2010

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MARCH 24, 2010

CITY COUNCIL REPORT

SUBJECT:
Contract Award - Southwest Slurry Seal – Microseal, Fog and Slurry Program

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a construction contract with Southwest Slurry Seal, Inc. for preventative maintenance on streets and roadways within the Avondale City limits in the amount of $596,501.43 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

A regularly scheduled program of street pavement maintenance is necessary to extend the life of City streets and to protect the significant investment made by the citizens of Avondale. The type of maintenance includes microsealing or slurry sealing every five (5) to seven (7) years and fog seal every two (2) to three (3) years. This will assure that the streets are fully serviceable throughout their design life of 20 years. The life of the street can be extended beyond 20 years by using these methods combined with more extensive maintenance such as overlays.

DISCUSSION:

Engineering staff selected certain major/arterial roads as well as some minor/collector streets, for microsealing, slurry sealing, fog sealing, and restriping work (see attached map). The treatment method selected was based on visual condition evaluations and street classification.

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on February 26 and March 5, 2010, and the Arizona Business Gazette on February 25, 2010. Three (3) bids were received and opened on March 24, 2010. The three (3) firms and the amount of their bids are as follows:

BIDDER	AMOUNT	M/DBE
Southwest Slurry Seal	$596,501.43	No
Regional Pavement	$731,033.87	No
Intermountain Slurry	$734,754.00	No

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

Southwest Slurry Seal, Inc. with a bid of $596,501.43 was determined to have submitted the lowest, responsible and qualified bid. Staff has previously worked with Southwest Slurry Seal, Inc. on a similar project and has found the contractor to be competent, knowledgeable, and able to do quality work.

The contract is on file with the City Clerk.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	04/06/10
Pre-Construction Conference	04/12/10
Issue Notice-to-Proceed	04/13/10
Begin Construction	06/05/10
Completion	07/09/10

BUDGETARY IMPACT:

Funding in the amount of $596,501.43 is available in CIP Street Fund Line Item No. 304-1020-00-8420, Citywide Preventive Street Maintenance.

RECOMMENDATION:

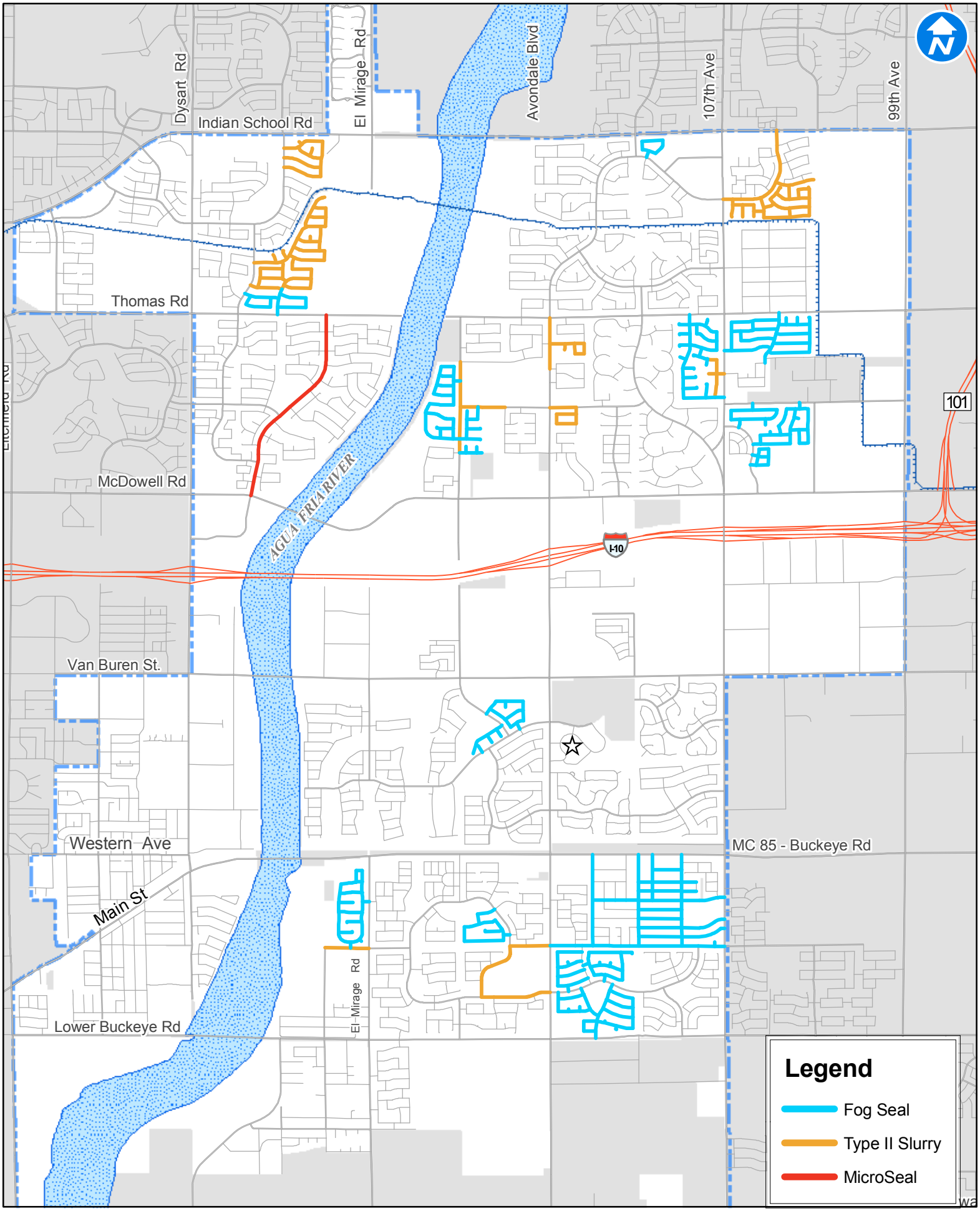
Staff recommends that the City Council approve a construction contract with Southwest Slurry Seal, Inc. for preventative maintenance on streets and roadways within the Avondale City limits in the amount of $596,501.43 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Bid Tabulation Sheet

VICINITY MAP



City of Avondale
Preventative Street Maintenance

BID TABULATION
ST1020 Microseal, Fog Slurry Program (EN10-031)
BID DATE: March 24, 2010

				Southwest Slurry Seal		Regional Pavement Maintenance		Intermountain Slurry Seal	
				Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price
107.04	Miscellaneous Reimbursables (Allowance)	1	ALLOW	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
107.15	Community Relations (Allowance)	1	ALLOW	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
332.102	MAG Type II Slurry Seal	210,000	SY	$ 1.12	$ 235,200.00	$ 1.20	$ 252,000.00	$ 1.42	$ 298,200.00
333.01101	Fog Seal	478,000	SY	$ 0.25	$ 119,500.00	$ 0.26	$ 124,280.00	$ 0.24	$ 114,720.00
334.01	Microseal Type III	32,800	SY	$ 2.01	$ 65,928.00	$ 5.15	$ 168,920.00	$ 4.25	$ 139,400.00
345.011	Adjust Manholes to Grade	9	EA	$ 219.00	$ 1,971.00	$ 275.00	$ 2,475.00	$ 214.00	$ 1,926.00
345.014	Adjust Valves to Grade	20	EA	$ 197.00	$ 3,940.00	$ 225.00	$ 4,500.00	$ 214.00	$ 4,280.00
401.01	Traffic Control	1	LS	$ 31,500.00	$ 31,500.00	$ 35,775.00	$ 35,775.00	$ 39,302.58	$ 39,302.58
462.011	100 mm (4") White Thermoplastic Traffic Stripe	82,817	LF	$ 0.33	$ 27,329.61	$ 0.32	$ 26,501.44	$ 0.26	$ 21,532.42
462.012	100 mm (4") Yellow Thermoplastic Traffic Stripe	57,300	LF	$ 0.32	$ 18,336.00	$ 0.34	$ 19,482.00	$ 0.26	$ 14,898.00
462.01511	Thermoplastic Left Turn Arrow	43	EA	$ 190.00	$ 8,170.00	$ 143.00	$ 6,149.00	$ 161.00	$ 6,923.00
462.01512	Thermoplastic Right Turn Arrow	10	EA	$ 190.00	$ 1,900.00	$ 143.00	$ 1,430.00	$ 213.00	$ 2,130.00
462.01513	Thermoplastic Straight Arrow	2	EA	$ 190.00	$ 380.00	$ 143.00	$ 286.00	$ 482.00	$ 964.00
462.0152	Thermoplastic Symbol, Bike Lane & Arrow	67	EA	$ 219.00	$ 14,673.00	$ 210.00	$ 14,070.00	$ 228.00	$ 15,276.00
463.014	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	40	EA	$ 10.00	$ 400.00	$ 11.00	$ 440.00	$ 11.20	$ 448.00
			SUBTOTAL		$ 564,227.61		$ 691,308.44		$ 695,000.00
	TAX				$ 32,273.82		$ 39,585.43		$ 39,754.00
	CALCULATED TOTAL TOTAL				$ 596,501.43		$ 730,893.87		$ 734,754.00
	TOTAL SUBMITTED BY BIDDER				$ 596,501.43		$ 731,033.87		$ 734,754.00
	Bid Bond Attached?				Yes		Yes		Yes
	Contractor License Attached?				Yes		Yes		Yes
	Contract Properly Signed?				Yes		Yes		Yes
	Business License Attached?				Yes		Yes		Yes
	References Attached?				Yes		Yes		*Yes
	Addendum 1 Attached?				Yes		Yes		Yes
	Contract Complete?				Yes		No		Yes
	Exceptions to Specifications?				No		No		No

* References did not meet submittal requirements

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - R & R Add Designs

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Pier Simeri, Director of Community Relations (623)333-1611

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the award of a contract to R&R Add Designs for Graphic Design Services, in an amount not to exceed $55,000 annually.

BACKGROUND:

The City takes great pride in developing well-designed printed and online materials as a key resource to inform the public about, as well as promote and market Avondale's activities, special events, and programs. Creatively designed and eye-catching materials include brochures/informational pamphlets, door hangars, annual reports, calendars, rack cards, ads for newspapers, the RAVE Review Magazine, economic development material, posters for special events, postcards/invitations, bookmarks, image design for displays/signs and giveaways, logos and online graphics. With oversight from the Community Relations Department, Avondale's publications have won several awards over the years.

DISCUSSION:

In January 2010, the City advertised a Request for Proposals (RFP) for Graphic Design Services. Proposals from five firms were considered by a team of representatives from various departments. Firms were rated according to several factors, including experience and qualifications, approach to providing services, samples of their work, and fees. The committee selected R&R Add Designs to provide graphic design services. The recommended contract is for two years, with the option to renew annually for up to two additional one year terms. Attached for Council's consideration is the Proposal submitted by R&R Add Designs and the contract for Graphic Design Services.

BUDGETARY IMPACT:

Services from this firm shall not exceed $55,000 annuallly. Funding is included in individual departmental budgets.

RECOMMENDATION:

Staff recommends that the City Council approve the award of a professional services agreement to R&R Add Designs for Graphic Design Services, in an amount not to exceed $55,000 annually.

ATTACHMENTS:

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- PSA

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NOELENE RICHARDS d/b/a R & R ADD DESIGNS

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of April 5, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Noelene Richards d/b/a R & R Add Designs, an Arizona sole proprietorship (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, CR 10-047 "Graphic Design Services" (the "RFP"), attached hereto as Exhibit A, and incorporated herein by reference, seeking proposals from vendors for professional consulting services.

B. The Consultant submitted a proposal (the "Proposal") in response to the RFP, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for graphic design and layout services (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 21, 2012. Thereafter, at the City's option, this Agreement may be renewed for up to two additional one-year terms.

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

3. Compensation. The City shall pay Consultant a price not to exceed $55,000.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A-

or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A 10-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $300,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

d. Workers' Compensation Insurance. Consultant represents that it is a sole proprietor with a single employee and has opted out of Workers' Compensation insurance requirements as provided by law. In the event that Consultant may hire additional employees or change its election with respect to such coverage, Consultant further represents that it shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 10 days' prior written notice to the City.

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

13. Termination; Cancellation.

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

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

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

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

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

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

14. Miscellaneous.

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

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

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

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were

included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

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

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

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

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

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

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

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

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

14.13 Offset.

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

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

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

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

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

If to Consultant: R & R Add Designs
7738 West Surrey Avenue
Peoria, Arizona 85381
Facsimile: (623) 483-0944
Attn: Noelene Richards, Owner

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

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

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

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal

immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

NOELENE RICHARDS d/b/a R & R ADD DESIGNS, an Arizona sole proprietorship

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by Noelene Richards as Owner of R & R ADD DESIGNS, an Arizona sole proprietorship, on behalf of the proprietorship.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NOELENE RICHARDS d/b/a R & R ADD DESIGNS

[RFP]

See following pages.

REQUEST FOR PROPOSALS
FOR
GRAPHIC DESIGN SERVICES

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**CR 10-047**
Solicitation Title:	**Graphic Design Services**
Release Date:	**January 19, 2010**
Advertisement Dates:	**January 19, 2010 – West Valley View**
NON-MANDATORY Pre-Submittal Conference:	**NOT APPLICABLE FOR THIS SOLICITATION**
Final Date for Inquiries	**January 28, 2010**
Proposal Due Date and Time:	**February 4, 2010** **3:00 p.m.** (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	**February 10, 2010**
Oral Interviews (if necessary):	**February 17, 2010**
Target City Council Award Date:	**March 15, 2010**
Anticipated Agreement Start Date:	**March 15, 2010**
City Representatives:	**Ingrid Melle** **imelle@avondale.org** **623-333-1614** **Loretta Browning** **lbrowning@avondale.org** **623-333-2029**

* In the event that a Vendor can not be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Scope of Work. The City of Avondale (the "City") is issuing this Request For Proposals (this "RFP") from qualified firms ("Vendors") interested in providing graphic design and layout services as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C (the "Services"), and incorporated herein by reference. In accordance with the City's Procurement Code, the City will accept sealed proposals ("Proposals") for the Services specified in the Scope of Work in the sample Professional Services Agreement.

Graphic design and printed materials are key resources used to market and promote the City's activities and programs. The City is seeking Proposals from qualified vendors for graphic design and layout services for the production of various creative materials. Examples of possible projects include, but are not limited to, brochures/info pamphlets, business cards, letterhead, envelopes, water bill inserts, direct mail, reports, calendars, rack cards, media advertisement graphics, newsletters, magazines and catalog/program guides, posters for special events, postcards/invitations, bookmarks, image design for displays/signs and giveaways, some online graphic requests (i.e. online newsletter banners or web page photo collages), logo design and door hangers.

Graphic design and layout services will be used on a project basis primarily by the City's Community Relations Department and by other City departments as necessary. The selected Vendor may be requested to work on multiple projects for more than one department at a time throughout the term of the Agreement.

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

2.1 Irregular or Non-responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal 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. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

a. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

b. Vendor has a past record of failing to fully perform or fulfill contractual obligations.

c. Vendor cannot demonstrate financial stability.

d. Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original** and **five (5) copies (six (6) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal 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 Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to address the Proposal criteria (excluding resumes, 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, 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 Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt**. Failure to adhere to the page limit and size criteria and font size shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

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

2.5. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title**, Graphic Design Services (CR 10-047)**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Service Agreement in Exhibit C. A sample Fee Proposal is attached to the Professional Service Agreement as Exhibit D.

2.7. Address. All Proposals 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 Proposal Due Date and Time indicated on the cover page of this RFP.

2.8. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

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

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals 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 RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre- Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to one of the City Representatives via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal 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 RFP. Verbal or

telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP 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 RFP.

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 RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal 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 RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP 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 RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals 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.

9. Confidential Information. If a Vendor believes that a Proposal 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.

10. 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 Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

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

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

11.3 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 Proposal. 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 Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

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

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

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall

be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the scoring criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the city shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, 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.

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

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

12.5 Protests. Any Vendor may protest this RFP 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.

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

II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals 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 Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the scoring

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. If necessary, the Selection Committee may conduct oral interviews with at least three, but not more than five, of the highest ranked Vendors based upon the Proposal submittal scoring.

Section 1: General Information 10 pts

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

B. 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 Proposal.

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

D. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

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

F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.

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

Section 2: Experience and Qualifications of the Vendor 25 pts

A. Provide a detailed description of the Vendor's experience in providing similar graphic design and layout services to municipalities or other entities of a similar size to the City.

B. Provide a list of <u>at least three (3)</u> organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following:

(i) Name of company or organization.
(ii) Contact name.
(iii) Contract address, telephone number and e-mail address.
(iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

Section 3: Key Positions 15 pts

A. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Project Manager.

B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

Section 4: Project Approach 30 pts

A. Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit C, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

B. Provide up to ten (10) project samples of which the proposing firm completed all design and layout work and that best represent the capabilities of the Vendor. Include sample(s) of the proposed services, as it relates to the Scope of Work described in the Professional Services Agreement in Exhibit C. If Vendor does not have on file samples similar to those described in Exhibit C to include in the sample artwork packet, Vendor may create pieces for fictitious assignments, as necessary. Vendors shall include samples of at least one example of each of the following:

- Creative design and use of color
- Marketing or informational brochure
- Advertisement
- Booklet, pamphlet or magazine

Samples should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

Section 5: Pricing **20 pts**

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit D of the Professional Service Agreement. The Fee Proposal shall list an all-inclusive hourly billing rate. Identify any proposed extraordinary costs to billed for the Services, including expenses (no mark-up on expenses will be allowed).

Total Possible Points for Proposal: **100**

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's program approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

Oral Interview

15	General Information
25	Experience and Qualifications of the Vendor
20	Key Positions
40	Proposed Services Provided
100	**Total Possible Points for Oral Interview**

Total Points Possible for this RFP: **200**

IV. VENDOR INFORMATION FORM

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

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

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

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

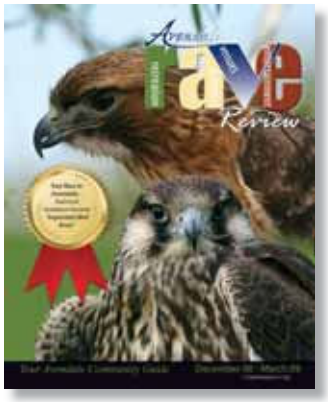
Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

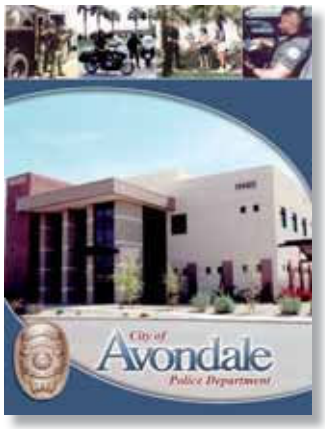
If yes, please provide details and documentation of the certification.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NOELENE RICHARDS d/b/a R & R ADD DESIGNS

[Consultant's Proposal]

See following pages.





R&R add designs

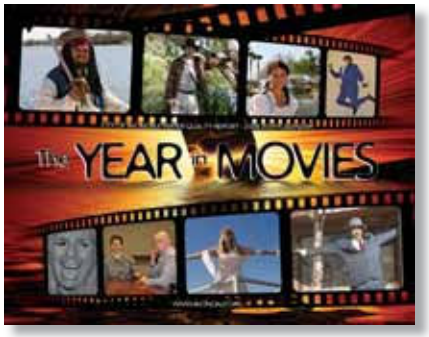
Proposal in Response to:

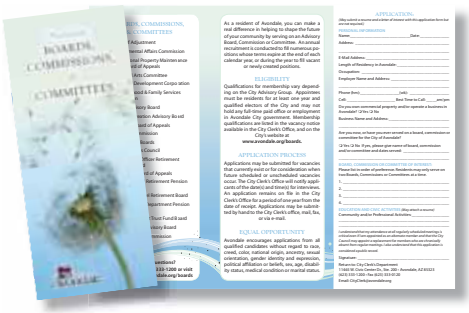
RFP #CR 10-047 for Graphic Design Services

Submitted by:

Noelene Richards dba R & R Add Designs

Due: February 4, 2010 by 3 pm





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Appendix A: Vendor Information

- Vendor Information Form
- Resume
- Proof of business registry with Arizona Secretary of State

Appendix B: Letters of Recommendation

Appendix C: Scope of Work Print Samples *(Including and contained within Avondale PD folder)*

Appendix D: Fee Proposal *(Enclosed sealed envelope)*

February 4, 2010

City of Avondale Finance and Budget Department
Procurement Office
Attention: Loretta Browning
11465 W. Civic Center Drive, Ste. 250
Avondale, Arizona 85323-6807
Phone: (623) 333-2029
Fax: (623) 333-0200

Dear Ms. Browning:

R & R Add Designs located at 7738 W. Surrey Avenue in Peoria, Arizona, is a sole-proprietorship owned and operated by Noelene Richards. Established in January 2000, R & R Add Designs has a solid reputation for it's stellar customer service and award-winning graphic designs, and has been instrumental in designing print media for a wide array of businesses from small realtor firms to Fortune 500 companies, townships and cities.

R & R Add Designs is uniquely positioned to understand and provide for the specific needs of the City of Avondale since we have been successfully delivering graphic design and print media services for the past seven years to various City departments.

There have been no instances of terminated contracts nor has there been any cause for litigation or arbitration arising from such claims in the past five years at R & R Add Designs.

It is my sincere hope that R & R Add Designs can continue to partner with the many departments serving the City of Avondale population and is pleased to present this **Graphic Design Services** proposal in accordance with **RFP #CR 10-047**. Should you have any questions regarding the contents of this proposal, please feel free to contact me at the phone number below or via e-mail at: noelene@cox.net.

Sincerely,

Noelene Richards

Noelene Richards
Owner/Operator
(Sole binding authority)

SECTION 2: EXPERIENCE AND QUALIFICATIONS *(Subsection A)*

WHO ARE WE?

R & R Add Designs is a woman-owned sole proprietorship that has been serving customers since January 2000. Owner and graphic design "guru" Noelene Richards has over two decades of graphic design experience and specializes in helping clients brainstorm ideas, offering options, developing concepts, and creating award winning designs. Working as a conduit between you and your print vendors, R & R Add Designs can add efficiency by decreasing staff time spent on project coordination and help open the door for innovative creations and the fostering of new communication plans.

Each year has seen a steady growth in the level of productivity and project complexity, all while maintaining the highest level of customer service.

We've earned our reputation for stellar customer service by being there when you need us.

We've earned your business by delivering high quality products on time, every time.

WE UNDERSTAND THE NEEDS OF CITY STAFF

The City of Avondale is a dynamic and influential entity serving a multicultural, multi-generational and economically diverse community. R & R Add Designs has worked successfully with the City ***for more than seven years*** developing and implementing effective methods of print communication for a variety of departments and their specific audience. As a result, R & R Add Designs has a unique understanding of your needs.

We understand that written communication and print media are key factors in developing a strong connection between City staff and the people who live, work, play, and do business in Avondale. Offering a first rate presentation is essential to establishing a measure of trust between the residents and the City serving them. It is also essential that the production of said materials is timely, efficient and as painless for the City staff as possible. That's precisely our goal!

SECTION 2: EXPERIENCE AND QUALIFICATIONS *(continued)*

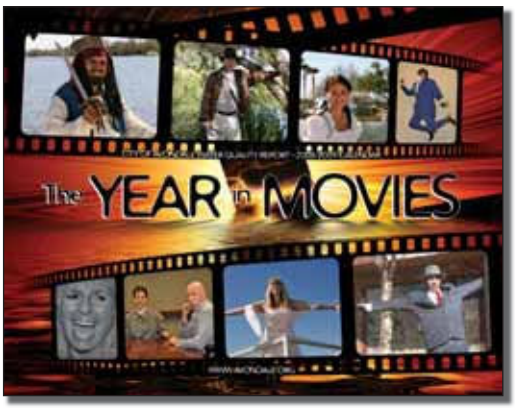
UNDERSTANDING THE NEEDS OF THE RESIDENTS

Residents of Avondale want and deserve for their modes of print communication from the City to be well prepared, informative, attractive, and timely, while at the same time being cost effective. They want to be reassured that their tax dollars are being put to good use while the City is keeping them in the informational loop. It's our job to help make that happen for you.

COMMUNICATION WITH IMPACT

Effective communication is undeniably the focus of our endeavors when designing for the public, but it doesn't hurt when the combined efforts of R & R Add Designs and City staff also results in national recognition for the City...year after year. At the 2009 3CMA Conference event, Avondale was honored with a Silver Circle Award for the 2008/2009 Water Quality Calendar. The City's RAVE magazine also garnered a nod with a 3CMA Award for Excellence, it's second consecutive year since it's inception in 2007 (published in the larger, full color format).

It's not just the big jobs that are important, small jobs such as black and white ads in the local newspapers deserve special attention too. Maybe that's why even some of the little jobs we've designed for the City have earned more than a few AzTEC awards over the years and in 2007 prompted Councilmember Jason Earp to issue a letter of thanks for R & R Add Designs' part in helping the City earn recognition by the International Festival and Events Association for their special events.



Our innovative designs have garnered local and national awards for the City of Avondale, year after year.

SECTION 2: EXPERIENCE AND QUALIFICATIONS *(Subsection B)*

WHAT WE'VE DONE FOR YOU

Below is a contact list of City of Avondale staff and departments that have worked extensively with R & R Add Designs over the past seven years. *Please see actual samples of work done included in a separate appendix as per Section 4, B.*

Ingrid Melle
Public Information Officer
11465 W. Civic Center Drive
Avondale, AZ 85323
(623) 333-1614
imelle@avondale.org

Pier Simeri
Community Relations & Public Affairs Director
11465 W. Civic Center Drive
Avondale, AZ 85323
(623) 333-1611
psimeri@avondale.org

Esmie Avila
Water Resources Department
399 E. Lower Buckeye Rd., Ste. 100
Avondale, AZ 85323
(623) 333-4422
eavila@avondale.org

City of Avondale

Snapshot list of projects R & R Add Designs has created for the City of Avondale:

- Annual Budget & Financial Plan Covers
- Annual Reports
- Annual Water Quality Reports
- CAFR Covers
- RAVE Review Magazine/Community Guide
- Crystal Gardens Update Newsletters
- Senior Center Newsletter Covers
- Bookmarks
- Post Cards
- Rack Cards
- Trading Cards
- Event Tickets
- Posters
- Brochures
- Door Hangers
- Labels/Stickers
- Bill Inserts
- Special Event Media Ads
- Invitations/Programs for Special Events
- Sports & Event Flyers
- Pocket Folders
- Logo Designs
- Promotional Items - Artwork
- Water Dept Van Wrap
- Recycling Message Signs for Trucks
- Census Bus Signs
- Static Window Displays

SECTION 2: EXPERIENCE AND QUALIFICATIONS *(Subsection B)*

WHAT WE'VE DONE FOR OTHERS LIKE YOU

In addition to catering to the design and print needs of City of Avondale, we've also found time to assist other West Valley cities and townships in Arizona with similar design needs.

CITY OF GOODYEAR

Michael Leone
Communications Specialist/Graphic Designer
190 North Litchfield Road
Goodyear, AZ 85338
(623) 882-7071
michael.leone@goodyearaz.gov

Projects R & R Add Designs for designed for City of Goodyear:

- Spring 2008 Aquatics & Recreation Schedule - 40 page, 2 color mini-catalog
- Infocus Magazine: Winter 08/09 Recreation Guide - 16 pages, full color
- Infocus Magazine: Spring 09 Recreation Guide - 16 pages, full color
- Code Compliance Brochure - 8.5 x 14, roll-fold, full color

TOWN OF BUCKEYE

Bob Bushner
Public Information Officer
530 W. Monroe Ave.
Buckeye, AZ 85326
(623) 349-6905
bbushner@buckeyeaz.gov

David Johnson
Intergovernmental Relations Coordinator
530 W. Monroe Ave.
Buckeye, AZ 85326
(623) 349-6987
djohnson@buckeyeaz.gov

Projects R & R Add Designs for designed for Town of Buckeye:

- Logo Design for "Going Green" initiative
- "We Are Buckeye" Strategic Plan Presentation:
  - Logo Design
  - Front Cover
  - Back Cover
  - Graphic Representation of Planning Process

SECTION 3: KEY POSITIONS

WHO'S IN CHARGE?

As the owner of this sole proprietorship, Noelene Richards is not only a skilled graphic designer, but she knows every side of the print production business. Noelene is committed to professional standards, practices and ethics. She handles every facet of managing all operations of this company from consulting with clients and designing all projects to overseeing the delivery of finished products. This unique position ensures careful "hands on" participation with every print project from concept to completion.

Noelene has an extensive knowledge of a variety of print media gained through 21 years of experience in the graphic design and print industry. It doesn't matter if it's a full color catalog, a two-color brochure, a corporate newsletter or a multi-part carbonless form, chances are, she's done it!

SECTION 4: PROJECT APPROACH *(Subsection A)*

HOW WE DO IT

Creating innovative, eye-catching and relevant marketing materials is our goal. Great ideas don't happen on their own, it takes a team effort between the ordering party, the designer and sometimes the print vendor. From concept to final proof, R & R Add Designs works closely with you to set time lines, establish goals and identify elements required to produce quality, effective print media that meets your needs and budget.

Over the past seven years, partnering with City staff on a wide array of projects has enabled R & R Add Designs to gain valuable experience and a unique perspective of the City's diverse departmental needs and their audience. We've gained particular insight in meeting necessary criteria that is unique to Avondale. This gives us the ability to tailor projects with a clearer focus because we understand the dynamic relationship between the City of Avondale and their stakeholders. When you choose R & R Add Designs there is no learning curve. We stand ready to serve based on our experience working with Avondale.

WHAT YOU NEED, WHEN YOU NEED IT

If you have a rush job, we work with you. Like most businesses in the marketplace today, City of Avondale encounters moments of "time line panic," when yesterday was the due date, yet planning has just begun. We understand the need for urgency when the standard delivery time of two to five working days just won't work. We make it our goal to get you what you need, when you need it without ever sacrificing quality or charging an extra rush fee.

Additionally, when City of Avondale went "Green," extending their work hours Monday thru Thursday, we did too. R & R Add Designs tacked on another hour at the end of the regular work day and is available by phone and email from 8 am to 6 pm, Monday thru Thursday. We are still open on Fridays to accommodate all other clients.

EXHIBIT C: SCOPE OF WORK

1. GRAPHIC DESIGN MINIMUM REQUIREMENTS

1.1 - 1.2

Noelene Richards has over 21 years of experience in all facets of the graphic design and print industry spanning everything from newspaper and magazine work to commercial printing. The past 10 years have been dedicated to catering to the design needs of small, locally owned businesses, medium-sized manufacturing and distributing firms, (both locally and nationally), a Fortune 500 semi-conductor firm, vacation destination resorts and municipalities. She attends at least one annual Adobe sponsored Kelby Training seminar in Phoenix to learn about the newest available software, industry leader tricks and techniques and to keep up with current trends in the graphic design world.

1.3

R & R Add Designs is well versed in and supports Adobe products (Photoshop, Illustrator, InDesign and Acrobat Professional) included in: Adobe Creative Suite 2 Premium for Windows (PC) and Adobe Creative Suite 3 Premium for MAC. As a courtesy, Microsoft Publisher, Powerpoint and Corel Draw 10 are also supported.

1.4

Electronic file transfer (including email) is an established practice for all our customers and vendors. R & R Add Designs maintains high speed internet access, employs the use of an FTP utility for very large files and has the hardware to burn both CDs and DVDs.

2. GENERAL REQUIREMENTS

2.1 - 2.3

Consultant understands and will adhere to the requirements set forth in the RFP.

2.4

All projects will be allowed up to three (3) PDF proofs without charge. No project will be considered complete without an R & R Add Design proof approval sheet signed, dated and faxed back by the ordering party. Artwork will NOT be processed and sent to the print vendor or publication without a signed proof approval on file.

2.5 - 2.8

Consultant understands and agrees to adhere to the requirements set forth in the RFP.

2.9

Consultant supports MS Office documents as well as all Adobe products listed above in 1.3. Refer to 1.4 for electronic file transfer abilities.

2.10

R & R Add Designs does not charge for consultation, pick up, delivery, or rush jobs. Please see Fee Proposal in Exhibit for all fees.

EXHIBIT C: SCOPE OF WORK *(Continued)*

3. PROJECT DELIVERY

Consultant understands and will adhere to the requirements set forth in the RFP. In the event a project completion deadline may be delayed, R & R Add Designs will notify the ordering party immediately and a new deadline will be set, per acceptance of the ordering party.

4. CITY RESPONSIBILITIES

Consultant acknowledges staff and project designations to coordinate project completion and accepts that there may be multiple projects being worked on for multiple departments simultaneously. This has proven to be the norm in the past seven years and has worked well for all involved.

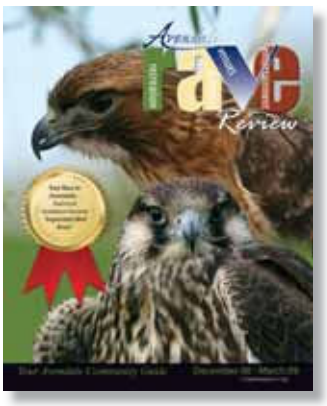
CITY PRINTING PROJECTS

R & R Add Designs (Noelene) is VERY familiar with all items included in this list and has designed most of them. It would be an honor and a privilege to continue designing for and working with the City of Avondale.

EXHIBIT C: SCOPE OF WORK

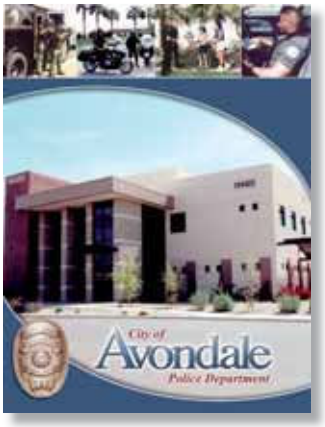
VISUAL GUIDE TO EXHIBIT C SAMPLES

We pride ourselves on our innovative ideas, attention to detail, stellar customer service and delivering quality print materials when you need them. Here is just a sampling of the projects that have been designed by us ***specifically for the City of Avondale***.



32-page RAVE Review Magazine/Community Guide, full color, saddle-stitched. Tri-annual production

20-page 2007 Annual Report, full color, saddle-stitched

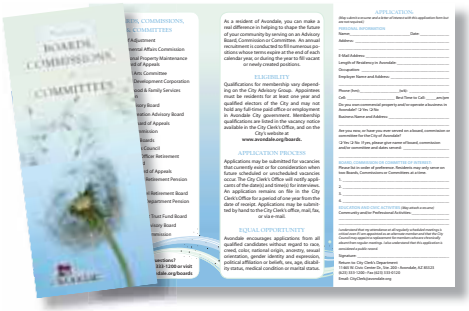


Full color 9 x 12 presentation folder w/ BC slits, 2005

Fireworks Festival ad for New Times, 2007

32-page 2008-2009 Annual Water Quality Calendar, full color, saddle-stitched

Crystal Gardens Update (qrtrly newsletter), 2-sided, full color



Full color tri-fold brochure for Avondale Boards, Commissions & Committees w/tear-off mailer

4 x 9, full color, 2-sided rack card (English/Spanish)

APPENDIX A

VENDOR INFORMATION

RFP CR 10-047

Graphic Design Services

IV. VENDOR INFORMATION FORM

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

R&R Add Designs
VENDOR SUBMITTING PROPOSAL

[redacted]
FEDERAL TAX ID NUMBER

Noelene Richards, owner
PRINTED NAME AND TITLE

Noelene Richards
AUTHORIZED SIGNATURE

1738 W. Surrey Ave
ADDRESS

623-463-0933 623-463-0944
TELEPHONE FAX #

Peoria, AZ 85381
CITY STATE ZIP

February 4, 2010
DATE

WEB SITE: n/a

EMAIL ADDRESS: noelene@cox.net

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

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

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

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

Noelene Richards

References & Portfolio Available Upon Request

Bright Ideas Found Here

7738 W. Surrey Avenue
Peoria, Arizona 85381
noelene@cox.net
(623) 939-5753

Education

High School:
South Dade Senior High
28401 SW 167th Ave.
Homestead, FL 33030
Graduated with Honors 6/87

College:
Big Bend Community College
7662 Chanute St.
Moses Lake, WA 98837
AA in Business Administration 5/90

Computer Software:
PC:

- Adobe CS2 *(Photoshop, InDesign, Illustrator)*
- PageMaker 7
- CorelDraw 10
- Quark Xpress 4.0
- MS Office 2003 *(Word, Publisher, PowerPoint)*

MAC:

- Adobe CS3 *(Photoshop, InDesign, Illustrator)*
- MS Office 2004 *(Word, PowerPoint)*

Member
National Association Photoshop Professionals - *Since 1998*

Work Experience

Owner/Operator:
January 2000 to Present
R & R Add Designs
7738 W. Surrey Ave., Peoria, AZ
(623) 463-0933
Built free-lance into small design studio and print brokerage business. Cultivated client base including Cities of Avondale and Goodyear, AZ; Medium Retailers, Large Corporations and National Manufacturers and Distributors

Lead Graphic Designer:
May 1997 to April 2000
Air Rapid Printing (Sir Speedy)
5310 W. Glendale Ave.
Glendale, AZ
(623) 939-0092
Responsible for all graphic design and prepress production for single color to four color process print projects. Customer consultations on complex jobs and creation of all print collateral from concept to completion. Customer service back up for phones and walk-in customers.

Outside Sales:
February 1997 to April 1997
UniStar (aka MetaGraphix)
2202 W. Lone Cactus
Phoenix, AZ
Phone Disconnected
Personal cold calls and prospecting for new printing customers.

Work Experience

CSR & Outside Sales
January 1996 to February 1997
Marc Business Forms & Printing
2432 W. Peoria Ave., Phoenix, AZ
(623) 587-7100
Outside sales support: process jobs, bid requests, place orders, proof follow-ups, phone work and filing, minor graphic design. Outside Sales (last 6 mos.)

Art Department Director:
October 1994 to January 1996
DeVoe Printing
2001 W. Peoria Ave., Phoenix, AZ
Lead Graphic Designer for full service print shop. Create new computer generated artwork, hand paste-ups, some darkroom work, customer consults and order processing and tracking.

Resident Hall Administrative Assistant
May 1993 to June 1994
Big Bend Community College
7662 Chanute St., Moses Lake, WA
Office assistant and student contact/advisor for 270 (max.) students. Began free-lance designing.

Graphic Designer
July 1989 to July 1991
Columbia Basin Herald
813 W. 3rd Ave., Moses Lake, WA
Ad concept, layout & design for local daily newspaper.

STATE OF ARIZONA
Department of State

TRADE NAME CERTIFICATION

R & R ADD DESIGNS

I, Ken Bennett, Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

NOELENE RICHARDS
7738 WEST SURREY AVENUE
PEORIA AZ 85381-

2/3/2010 Application

Registration Date: 02/03/2010

Expiration Date: 2/3/2015

Date First Used: 1/1/2000

Trade Name No.: 481020

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 3 day of February, 2010.

KEN BENNETT

APPENDIX B

LETTERS OF RECOMMENDATION

RFP CR 10-047

Graphic Design Services

City of Avondale

October 16, 2007

Noelene Richards
R & R Add Design
7738 W. Surrey Avenue
Peoria, AZ 85381

Dear Noelene:

Thank you for being a member of the City's team recently recognized by the International Festival and Events Association with awards for Avondale's special events. I know that we produce high quality and fun events and these awards are a testament to your creativity and dedication to making our events the very best. I am proud that you represent the City!

Congratulations, job well done, and thank you!

Sincerely,

Jason Earp
Councilmember

City Council
11465 W. Civic Center Drive • Avondale, AZ 85323
Phone: (623) 333-1900 • Fax: (623) 333-0190 • TDD: (623) 333-0010
www.avondale.org

Town of Buckeye

Office of the Town Manager

January 27, 2010

To Whom It May Concern:

As the Town of Buckeye's Public Information Officer, I have worked twice over the past year with Noelene Richards of R & R Add Designs, once asking her to design a logo for Buckeye's "Going Green" Initiative and the other to design some artwork for our "We Are Buckeye" strategic plan.

I was impressed not only with Ms. Richards' professionalism, but also with her responsiveness, ability to interpret the scope of work and willingness to work with me and other staff, residents and other stakeholders.

In both instances, she produced final products that exceeded our expectations – at an affordable cost.

It is my pleasure to recommend Ms. Richards to you. Please do not hesitate to contact me if you have any questions.

Sincerely,

Bob Bushner
Public Information Officer
Town of Buckeye, Ariz.
623-349-6905
bbushner@buckeyeaz.gov

530 E. Monroe Avenue • Buckeye, Arizona 85326 • 623.349.6000 • Fax: 623.349.6099 • TDD: 623.386.4421
www.buckeyeaz.gov

From: "Amy Bolton" <ABolton@azdohs.gov>
Subject: **Testimonial**
Date: January 20, 2010 11:32:53 AM GMT-07:00
To: <noelene@cox.net>

January 20, 2010

To Whom it May Concern:

I have worked closely with Noelene Richards since 2006. In that time, I have known Noelene to be a top-notch designer. She is a very attentive listener, and because of that, is able to conceptualize designs that have always satisfied my unique needs in a short amount of time. Noelene is committed to providing solid work and is not happy until her client is happy. In the four years that I have worked with and known Noelene, I can say without reservation that she is a true professional and a hard0-working, honest business woman. As the Public Information Officer for the City of Avondale, Noelene and I worked together, both in person and electronically, intensely on a variety of projects including special events, a full-color magazine/catalog, print advertisements, invitations, annual reports, signage and much more. No matter what I pitched to Noelene, she delivered each and every time- always exceeding my expectations. One of her many strengths was always making me feel as if I was her only and most important client.

The bottom line is that Noelene Richards provides imaginative and functional designs and excellent customer service. I have and will continue to recommend the design services of Noelene Richards to my professional communication and public relations colleagues, as well as my friends and family. I confidently recommend Noelene Richards to you without hesitation or reservation.

I am happy to discuss my business experiences with Noelene at any time.
Regards,

Amy M. Bolton, MBA
Public Affairs Officer
Arizona Department of Homeland Security
1700 W. Washington Street
Phoenix, AZ 85007

Email: abolton@azdohs.gov
Mobile: 623-262-3395

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NOELENE RICHARDS d/b/a R & R ADD DESIGNS

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Graphic Designer Minimum Requirements. Consultant shall certify its continuing compliance with the following minimum qualifications:

1.1 Consultant shall have experience in the creative or graphic design business a minimum of five (5) years at the time this Agreement is awarded. Alternatively, the principals must have been the principals of a creative or graphic design business for a minimum of three (3) years at the time this Agreement is awarded.

1.2 The Project Manager should have a degree in art or design, and/or a combination of six (6) to eight (8) years of education and work experience in the field of graphic design. Other employees identified for support of City projects shall have at least two (2) years experience performing work to which they are assigned.

1.3 Consultant shall have at its disposal and have an in-depth working knowledge of the following software:

- Adobe PageMaker
- In Design
- QuarkXPress
- Adobe Illustrator
- Adobe Photoshop
- AutoCAD

All assigned staff will be well-versed in photo manipulation, color correction, illustration techniques and specifications.

1.4 Consultant shall have all necessary equipment and capability to provide electronic format artwork and other illustration/specifications to printers, manufacturers, website hosts and other third parties. Ability to receive, transmit and exchange files via e-mails, compact disk and the Internet is required.

2. General Requirements. The following requirements apply to all categories of work described below:

2.1 Orders will be placed by various City departments on an "as needed" basis. The City will not be obligated to any minimum or maximum quantities.

2.2 Consultant will be responsible for providing all labor, equipment, material and consumables necessary for the production of designed product.

2.3 Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the individual City department.

2.4 Proofs will be required and are subject to City approval before completion of an assigned project.

2.5 Any designs, drawings, pictures, blueprints, etc. provided by the City department for use in production of printed material involves property rights of the City and shall be held confidential by the Consultant.

2.6 Provide City Representative or designee with a PDF file of the final approved project.

2.7 If a project requires professional printing services, Consultant must work with the City's contracted printing vendors. Consultant must deliver file to the printer in proper format.

2.8 All work completed will be subject to inspection and approval by the ordering City department and the City reserves the right to reject and refuse acceptance of work which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the Consultant.

2.9 Consultant shall have the capability to receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk or drive). The City generally uses Microsoft Office and Adobe products and vendors must be able to produce copies from all MS Office and Adobe file formats.

2.10 Graphic services pricing must be all-inclusive. Pricing must include consultation fees, pick up, delivery, and rush charges, if applicable. If rush fees or any additional fees will be charged, the Consultant must specify in the proposal response how the fees will be calculated.

3. Project Delivery. Consultant is required to adhere to response times and the designated project completion timelines and as assigned by City for each project. Consultant is required to perform services within a reasonable time frame as detailed herein.

Type	Duration	Deliverable Required
New Projects	24 Hours	Consultant Issued Response to City/ Confirmation of Request Received (By phone or e-mail is acceptable)
Basic Projects	2-5 Days Following Date of Request	Project Completion
Tri-annual Magazine	2 Weeks	Project Development /Completion

Major Campaign Project	2 Weeks	Project Development /Completion

4. City Responsibilities. The City will assign a City Representative as the primary contact person for projects requested by the City. Other departments requesting Services under this Agreement may designate a project manager to work with the Consultant to coordinate the project. Consultant may be requested to work on multiple projects for more than one department at a time throughout the term of the Agreement. All projects will be conducted on an as-needed basis, subject to available funding.

City Printing Projects

The following list is provided as an example of some of the more common City printing projects which typically requiring graphic design services. The City reserves the right to change project specifications as needed to meet changing informational and artistic needs.

1. Annual Budget and Financial Plan:
   Cover: Print front and back 8.5" X 11" covers, 110# or similar quality
   Main body: Approximately 300 pages

2. Comprehensive Annual Financial Report (CAFR):
   8.5" X 11" covers in 110# or similar quality matte cover stock, full color, both sides
   Main body: Approximately 140 pages, double sided, 70# or similar quality. Glacier opaque text.

3. Annual Water Consumer Confidence Report Calendar:
   28 pages plus cover, 11" X 17" folded to 8.5" X 11" finished size

4. Recreation Activities Venues Entertainment (RAVE)
   RAVE Magazine/ Avondale Community Guide:
   9" X 11.75" finished
   24 Page Self Cover
   28 Page Self Cover
   32 Page Self Cover

5. Newsletters: 8.5" x 5", color copy, 100# gloss book

6. Bookmarks: 1.5" x 7", full color, dual sided, 14 pt gloss

7. Rack Cards: 4 x 9, full color, dual sided, 100# gloss book

8. Posters, as needed. Quantities and specifications will vary.
   11" X 17", color copy, 100# gloss book

9. Envelopes:

#10 Plain Envelopes.
White, one color, no bleed.

#10 Window Envelopes.
White, one color, no bleed.

#10 Plain Envelopes
White, 4-COLOR process, no bleed.

#10 Window Envelopes
White, 4-COLOR process, no bleed.

10. Letterhead
70# smooth offset (recycled and non-recycled)
White, 4-COLOR process, no bleed.

11. Business Cards
One Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (recycled)

Two Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (recycled)

12. Door Hanger
4.25 x 11, full color, 14 pt gloss

13. Brochures. Quantities and specifications will vary.
Overall finished size – 8.5” x 11”
Rollfold to 3.67 x 8.5
4-color process , full bleed on both sides
Printed on #100 glossy

14. Additional printing may include:
- Promotional items.
- Invitations and programs for special events.
- Marketing materials.
- Project newsletters, flyers, water bill inserts.
- Signs.
- Folders.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NOELENE RICHARDS d/b/a R & R ADD DESIGNS

[Fee Proposal]

See following page.

623/463-0933 Phone
623/463-0944 Fax
7738 W. Surrey Avenue
Peoria, Arizona 85381
Email: noelene@cox.net

FEE PROPOSAL
RFP CR 10-047
Graphic Design Services

Item/ Description	Hourly Rate	Flat Fee	Additional Fees
Original Design Work	$85		
Edits/ Revisions to Designs	Regular hourly fee applies for major revisions to existing projects.	$20 for minor revisions to existing projects	
Proof 1	pdf included		
Proof 2	pdf included		
Proof 3	pdf included		
Proof 4		$25 per pdf	
Proof 5+		$50 per pdf	
Logo Design		$250	
Miscellaneous Items (Provide additional description(s) and rate(s) as applicable.)	None		

Are Stock Photographic Images included in cost? (Mark One)
Yes ☒ *However, image rights are non-transferable and remain the property of R & R Add Designs.*
No ☐ **(List Additional Costs)**

Are Stock Clipart Images included in cost? (Mark One)
Yes ☒ *However, image rights are non-transferable and remain the property of R & R Add Designs.*
No ☐ **(List Additional Costs)**

Noelene Richards
Signature of Authorized Agent

Noelene Richards, Owner
R & R Add Designs

Date: February 4, 2010

IMAGINATION sets no limits

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement- Clear Creek Associates- Well 25 Pumping

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Wayne Janis, Public Works Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Clear Creek Associates for pumping and testing of Well 25 in the amount of $106,473, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In October 2010 City Council approved a Professional Services Contract with Clear Creek Associates to do well modifications at Well 25. See attached Vicinity map. This work was completed. The goal of the modifications was to seal off the upper screens in the well to reduce the level of nitrates in the well water. Even with the upper levels sealed off, the nitrogen concentration after pumping remianed slightly above the maximum allowed without blending or treatment. The well showed that even with the modifications, it could still produce a large amount of water.

DISCUSSION:

It is the opinion of the consultant that the reason there is still a high nitrate level in the well even with the upper screens sealed off is due to the infiltration of the high nitrate water from the upper aquifer into the lower aquifer levels while the well was idle. Extended pumping should reduce the nitrate levels if that is the case. While the well is being pumped, staff has requested Clear Creek Associates to increase the pump rate above what was previously planned to determine if more water is available to draw from the well without impacting other adjacent wells. If that is the case, the consultant will process this request with the State to allow the increased pumping. The water quality will be confirmed at each pumping rate to determine if treatment or blending will be required. Clear Creek will determine the optimum pump rate with this test, and make recommendations for the design of well head facilities. Clear Creek Associates were selected from the Professional Services on-call list.

BUDGETARY IMPACT:

Funding is available in line item 514-1216-00-8520.

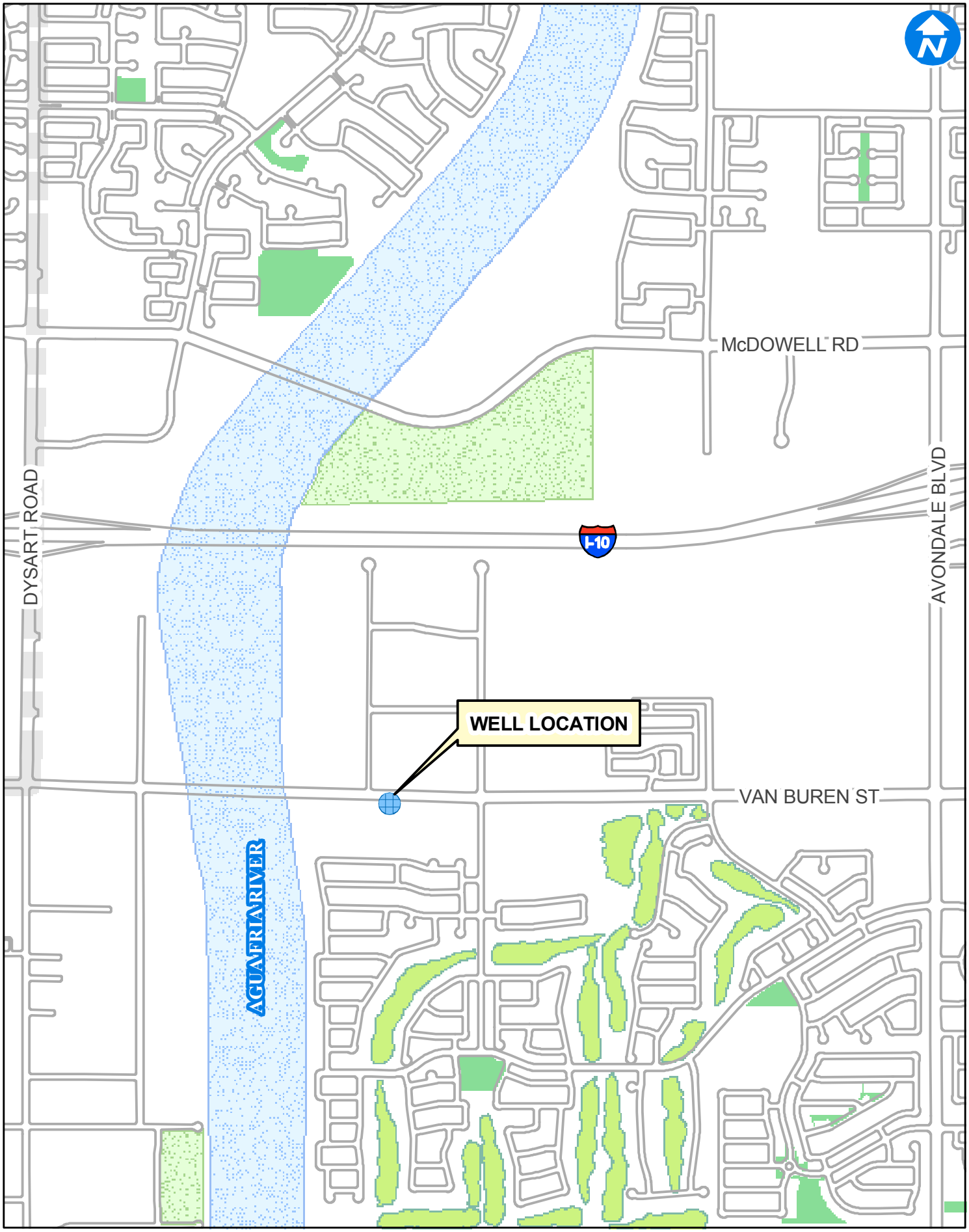
RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Clear Creek Associates for pumping and testing of Well 25 in the amount of $106,473, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA



0 0.25 0.5 Miles

City of Avondale
Well #25

Map Produced by Avondale Water Resources/GIS Division

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, P.L.C.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of April 5, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Clear Creek Associates, P.L.C., an Arizona professional limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, EN 08-017 "Request for Statements of Qualifications for FY 2008/2009 Professional Consultants Selection List" and amended on April 1, 2008 by that certain Addendum No. 1 (collectively the "RFQ"), attached hereto as Exhibit A and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for hydrogeologic services related to Well No. 25 (the "Services").

AGREEMENT

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

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

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

3. Compensation. The City shall pay Consultant a price not to exceed $106,743.00 for the Services as set forth in the Estimated Level of Efforts (Hours) and Cost and the Schedule of Hourly Billing Rates and Fees, both of which are attached hereto as Exhibit D and incorporated herein by reference.

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

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

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

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

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

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

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set

forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

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

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

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

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

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

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

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents,

representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

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

11.2 Required Insurance Coverage.

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

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

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

Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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

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

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

13. Termination; Cancellation.

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

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

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

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

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

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

14. Miscellaneous.

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

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

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

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were

included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

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

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

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

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

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

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

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

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

14.13 Offset.

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

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

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

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

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

If to Consultant: Clear Creek Associates, P.L.C.
6155 East Indian School Road, Suite 200
Scottsdale, Arizona 85251
Facsimile: (480) 659-7143
Attn: David Wrzosek

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

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

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

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal

immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Estimated Level of Efforts (Hours) and Cost and the Schedule of Hourly Billing Rates and Fees, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

CLEAR CREEK ASSOCIATES, P.L.C., an Arizona professional limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by _____ as _____ of CLEAR CREEK ASSOCIATES, P.L.C., an Arizona professional limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, P.L.C.

[RFQ]

See following pages.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**EN 08-017**
Solicitation Title:	**FY 2008/2009 Professional Consultants Selection List**
Release Date:	**March 25, 2008**
Final Date for Inquires and Place to Send Inquiries	**April 4, 2008** Charles Andrews, P.E., Senior Project Manager City of Avondale Engineering Dept. 11465 West Civic Center Drive, Suite 120 Avondale, Arizona 85323 OR candrews@avondale.org
SOQs Due Date, Time and Location:	**April 16, 2008** **3:00 p.m.** (local time, Phoenix, Arizona) City of Avondale 11465 West Civic Center Drive, Suite 200 Avondale, Arizona 85323-6804
Letters to Final Listed Firms:	**June 30, 2008**
City Representatives:	**Charles Andrews** **candrews@avondale.org** **623-333-4200** **Mary Rogers** **mrogers@avondale.org** **623-333-2200**

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I. INTRODUCTION

1. Purpose. The City of Avondale (the "City") is seeking Statements of Qualification ("SOQ") from professional consulting engineering firms ("Vendors") to be considered for a Professional Consultants Selection List aimed at capital improvement projects during the 2008/2009 and 2009/2010 Fiscal Years. Only Vendors capable of providing the requested discipline category of professional services will receive consideration. Qualified Vendors are invited to submit SOQs.

2. Discipline Categories of Projects. During Fiscal Years 2008/2009 and 2009/2010, the City plans to contract for professional services specific projects within the 16 (sixteen) different discipline categories of projects listed below. The scope of work for these specific projects may include studies, site investigations, planning, preliminary design concepts, and contract document development (preparing detailed plans, schedules, designs, assembly of specifications and reports). Project duties may also involve budget estimating, engineering designs, phasing, recommendations for future infrastructure needs (master plans), improvement district administration and presentations at public meetings. Please note, all projects involving the preparation of design plans and specifications require the design plans and specifications to be sealed by a Professional registered in the State of Arizona.

The Professional Consultants Selection List discipline categories are:

- Water Distribution System – Feasibility studies, wells, distribution systems, pump stations, storage facilities and treatment plants.

- Wastewater Systems – Studies, collection and disposal system designs, treatment plants and lift stations.

- Transportation Engineering – Roadway improvement projects, master plans, transportation planning, traffic calming projects and intersection designs.

- Traffic Engineering – Speed, volume and classification studies, traffic signal warrant studies, other traffic engineering and traffic control studies (such as All-way STOP warrant studies), pedestrian & bicycle studies, Safe Routes to School plans, school crosswalk studies, traffic signal design, traffic control design such as signing and pavement marking, traffic crash analysis, design of safety improvement projects, design of bike lane/transit/crosswalk facilities, street lights, and Intelligent Transportation Systems (ITS such as Traffic Operations Center design, variable message signs, fiber optic and conduit design, and Wireless Advanced Traffic Management Systems).

- Surveying - Including topographic surveys, boundary surveys, construction staking, as-built surveys, right-of-way and easement investigation, ALTA and preparation of legal descriptions.

- Hydrology/Hydraulic Projects – Master plans, hydrology studies and designing storm water drainage facilities.

- Plan Review Services – Includes plan review of subdivision plats, residential and commercial developments, construction plans for water, sewer, paving, drainage, street/traffic lights and grading.

- Landscape Architect – Master plans, conceptual planning, site designs, parks and community facilities, streetscapes, sidewalks, bicycle and pedestrian pathway design, scenery planting and irrigation.

- Hydrogeological Engineering – Provide aquifer impact and well feasibility studies. Ability to provide well abandonment services. Design of wells; provide construction inspection/observation services during the drilling of new or replacement wells.

- GIS Programs – Services to support Geographic Information Systems Programs including: data collection and development, map compilation, transformation and systems integration.

- Geotechnical and Environmental - Geotechnical engineering, pavement design, materials sampling and testing, pavement evaluation, design recommendations and specifications. Environmental site assessments, compliance audits, risk evaluations and recommendations.

- Foundation and Structural Design - To include load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

- Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming - Provide design and inspection services for electric power supply, control systems and equipment specifications. Design and programming of local SCADA systems, PLC programming, and telemetry.

- Construction Management – Provide Construction Management at Risk (CMAR) and Design Build process management or construction administration and inspection services, such as estimation, bid document preparation, QA/QC services, shop drawing review, and post design services.

- Architect - Planning, renovation, interior and exterior design and construction management of small public building projects.

- Improvement District Administration – Qualifications will be considered from Vendors who are well established in this field, who are financially responsible and who have the resources and ability to provide the services requested in a professional and timely manner. Improvement District infrastructure improvements include, but are not limited to, roadway, water, wastewater, drainage systems, parks and other types of infrastructure.

II. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Preparation/Submission of SOQ. Vendors are invited to participate in the competitive selection process for the Professional Consultants Selection Lists for Fiscal Year 2008/2009 and 2009/2010 outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

a. Interested parties must submit **one (1) original** and **eight (8) copies** (nine (9) total submittals) of the SOQ.

b. The SOQ shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in original ink by the authorized person signing the SOQ.

c. The SOQ shall be a maximum of 15 pages to address the SOQ criteria (excluding résumés 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, a discipline category/staffing matrix, or organizational chart and only having criteria information on one side. The 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**.

d. All Vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a SOQ and (iv) submit the entire SOQ by the official Due Date and Time. Negligence in preparing a SOQ confers no right of withdrawal after the SOQ Due Date and Time.

e. All SOQs shall be sealed and clearly marked with the SOQ title and number**, FY 2008/2009 Professional Consultants Selection List (EN 08-017)**, on the lower left hand corner of the sealed mailing envelope. A return address must also appear on the outside of the sealed SOQ. The City is not responsible fore the pre-opening of, post-opening of, or the failure to open, any SOQs not properly addressed or identified.

f. 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 time and date indicated on the cover page of this RFQ.

g. Telegraphic (facsimile), electronic (email) or mailgram SOQs will not be considered.

2. Irregular or Non-responsive SOQ. The City will 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.

3. Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing by the date indicated on the cover page of this RFQ. Any correspondence related to the 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 Due Date and Time.

4. Late SOQs. Late SOQs will not be considered, except as provided by the City Procurement Code. A Vendor submitting a late SOQ shall be so notified.

5. Withdrawal of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its SOQ. Facsimile, electronic (email) or mailgram SOQ withdrawals will not be considered.

6. Amendment of SOQ. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its SOQ. Facsimile, electronic (email) or mailgram SOQ amendments will not be considered.

7. 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.

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

9. 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.

10. Confidential Information.

a. If a Vendor believes that a SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination.

c. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

11. 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.

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

a. The submission of the SOQ 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 SOQ. Failure to sign the SOQ, or signing it with a false statement, shall void the submitted SOQ and any resulting Agreement.

d. It (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, 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 staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached Professional Service Agreement including the Exhibits.

13. Protests. Any Bidder 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.

III. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

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. 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 may 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. Up to ten (10) of the highest rated professional consultants from each discipline category will be selected for inclusion on the Professional Consultants Selection shortlist.

These Professional Consultant Selection shortlists will be used to invite Vendors to submit proposals to provide professional services on specific project assignments. The City reserves the right to conduct formal interviews with selected Vendors depending upon the size and complexity of the specific project. The final Professional Consultant Selection List will be used by the City for at least one year and at the discretion of the City Manager for a second consecutive year.

For large or complex projects or for very specialized work, the City may use a separate Request for Proposals or Request for Qualifications process.

All processes will be conducted in accordance with ARIZ. REV. STAT. Title 34.

Section 1: General Factors and Compliance 10 pts

a. One page cover letter as described in Section II, 1(b) addressed to Charles Andrews, Senior Project Manager.

b. Completed Discipline Specialty Check List – Please ONLY check the discipline category(ies) for which you are particularly qualified, fully addressed and desire to be considered.

c. Title sheet with the following information:
   1. Title: Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years.
   2. Submitted to: City of Avondale City Clerk
   3. Submittal date: April 16, 2008 (local time, Phoenix, Arizona)

4. Submitted by: Engineering firm or Individual (submitting) include address, contract person and telephone number.

d. Provide a statement regarding the following:

1. Your firm's familiarity and intention to comply with City's insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein. A copy of the City's "Notice of Request for Proposal" which includes standard contract provisions, terms and conditions is available upon request.

2. Your firm's design philosophy and approach to developing sound engineering recommendations and your approach to problem resolution.

e. Vendor Information Form shall be attached as separate appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 2: Vendor's relevant experience, availability and capability 50 pts

a. Provide a brief description of the firm including the number and types of personnel who would serve on projects.

b. Provide a list of relevant projects in which the firm had a significant contribution with an emphasis on local experience. Include references and telephone numbers of clients familiar with the projects.

c. Provide a general description of the company that is proposing to provide the required services. Explain the legal organization of the company.

d. Provide identification information of your firm. Include the legal name, address and legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a join venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the SOQ.

e. Identify the location of the firm's principal office and the local work office, if different.

Section 3: Personnel qualification and pertinent experience 35 pts

a. Provide the firm's general or specific experience pertaining to the Professional Consultant Selection List discipline category(ies) the firm desires to be considered for.

b. Provide a matrix listing all categories within the discipline for which the firm is qualified to provide services and identify the participating staff/key personnel. Include a matrix listing for all subcontractors.

c. Provide certifications, licenses and memberships in professional associations, societies or boards.

d. Provide a résumé for the personnel who will serve in key positions for projects, including specific experience for each person on relevant projects, the number of years the personnel has been with the present firm and the total years of experience. Résumés shall be limited to two pages per résumé. Résumés shall be attached as an appendix and excluded from the page count limitation pursuant to Section II(1)(c).

Section 4: Disadvantaged Business Enterprise preference 5 pts

It is the policy of the city that disadvantaged business enterprises (DBE) shall have the opportunity to participate to the maximum extent feasible in all required aspects of procurement and contracting in accordance with applicable statutes, regulations, and executive orders (Ord. No. 588, 5-15-95). Qualifying DBE shall indicate their status with a statement in the cover letter.

A "disadvantaged business enterprise (DBE)" is defined as a business at least fifty-one (51%) of which is owned, operated and controlled by minority group members, or in the case of publicly owned businesses, at least fifty-one (51%) percent of the stock of which is owned, operated and controlled by minority group members. "Minority group members" are defined as Blacks, Hispanics, Asian Americans, Native Americans, Alaskan Natives, or women, regardless of race or nationality. A "small business" is defined under Small Business Administration (SBA) section 8(a) rules.

Total Possible Points for SOQ Submittal: 100

IV. AWARD OF AGREEMENT

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

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

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name: _____

Title: _____

Telephone _____ Fax _____

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

_____ Transportation Engineering

_____ Traffic Engineering

_____ Surveying

_____ Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

_____ Hydrogeological Engineering

_____ GIS Programs

_____ Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Improvement District Administration

VI. VENDOR INFORMATION FORM

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

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

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

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

Has your firm 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

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Date: April 1, 2008

From: Mary Rogers, Buyer

Subject: Addendum No. 1 to the Request for Statements of Qualifications, FY 2008/2009 Professional Consultants Selection List (EN08-017)

Due Date and Time: **April 16, 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 Request for Statements of Qualifications 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 may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to Section B(III), Request for Statements of Qualifications Format; Scoring.

ADDENDUM

1. Section B(III), Page 5, Section 1: General Factors and Compliance, subsection d(1), is hereby amended to read as follows:

   d. Provide a statement regarding the following:

      1. Your firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents. A sample copy of the City's Professional Services Agreement is attached herein.

2. Section B(III), Page 5, Section 3: Personnel qualification and pertinent experience, is hereby amended to read as follows:

Section 3: Personnel qualification and pertinent experience 40 pts

3. Section B(III), Page 6, Section 4: Disadvantaged Business Enterprise preference, is hereby deleted in its entirety.

***

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

_____, 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.

_____, _____2008
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

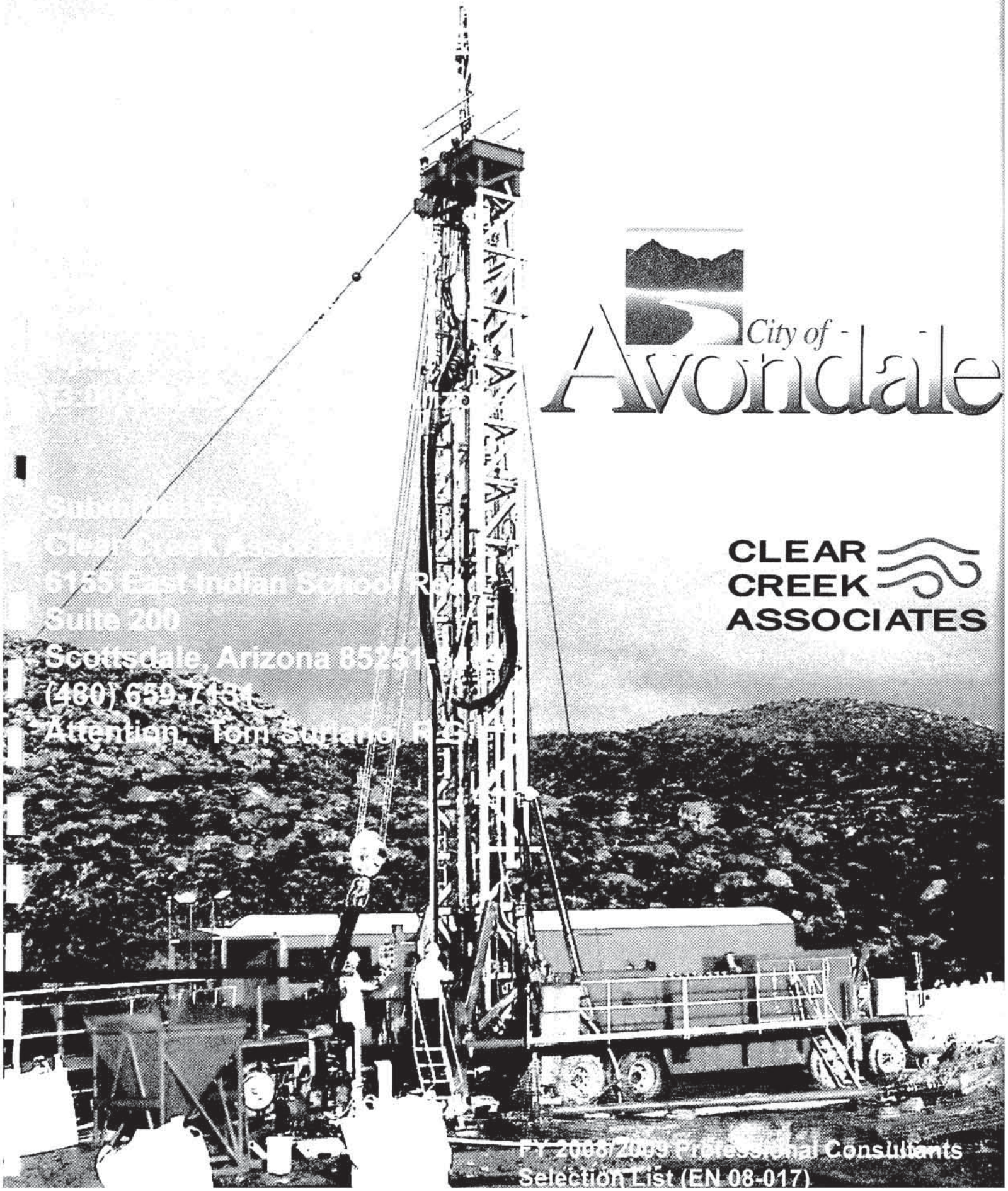
_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, P.L.C.

[Consultant's SOQ]

See following pages.



City of Avondale

CLEAR CREEK ASSOCIATES

Submitted By:
Clear Creek Associates
6155 East Indian School Road
Suite 200
Scottsdale, Arizona 85251-3660
(480) 659-7434
Attention: Tom Sullano, P.G.

FY 2008/2009 Professional Consultants
Selection List (EN 08-017)

CLEAR CREEK ASSOCIATES

Practical Solutions in Groundwater Science

6155 E. Indian School Rd., Suite 200
Scottsdale, Arizona 85251
480-659-7131 office
480-659-7143 fax
www.clearcreekassociates.com

April 16, 2008

Mr. Charles Andrews
Senior Project Manager
City of Avondale
Engineering Department
11465 West Civic Center Drive
Avondale, Arizona 85323

Statement of Interest to Provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years

Dear Mr. Andrews:

Clear Creek Associates is pleased to submit this Statement of Interest to provide Professional Services for Capital Improvement Projects for the City of Avondale. This Statement of Interest is being provided for the City of Avondale's FY 2008/2009 Professional Consultants Selection List (EN 08-017) as amended. We understand that this is an on-call contract and that services that fall within our range of expertise may be requested on an as-needed basis. The service categories for which we are submitting qualifications (as defined on the City of Avondale's Discipline Specialty Checklist following this letter) include:

- Hydrogeological Engineering
- Geotechnical and Environmental Engineering

Clear Creek Associates is well qualified to provide professional services for the City of Avondale. We have assembled a core group of professionals with the extensive experience and distinguished credentials necessary to provide a full range of primary and ancillary services. Our professional staff has demonstrated its capabilities through the successful completion of numerous water resources and environmental projects. Our previous experience working on projects for the City of Avondale provides us with a familiarity with the City's procedures and requirements, from philosophical ideas to contractual obligations. We look forward to the opportunity to continue to provide professional services to the City of Avondale.

Sincerely,

CLEAR CREEK ASSOCIATES, PLC

Thomas R. Suriano, R.G.
Principal Hydrogeologist

Attachment – Clear Creek Associates Statement of Interest

V. DISCIPLINE SPECIALTY CHECK LIST
FY 2008/2009 PROFESSIONAL CONSULTANTS SELECTION LIST

Name of Firm Clear Creek Associates, PLC

Address 6155 E. Indian School Road, Suite 200

City Scottsdale State AZ Zip 85251-5499

Contact Name: Tom Suriano

Title: Principal Hydrogeologist

Telephone 480-659-7131 Fax 480-659-7143

Please check only those discipline categories for which you are particularly qualified, fully addresses, and desired to be considered.

_____ Water Distribution System

_____ Wastewater Systems

_____ Transportation Engineering

_____ Traffic Engineering

_____ Surveying

_____ Hydrology/Hydraulic Projects

_____ Plan Review Services

_____ Landscape Architects

X Hydrogeological Engineering

_____ GIS Programs

X Geotechnical and Environmental Engineering

_____ Foundations & Structural Design

_____ Electrical & SCADA Programming

_____ Construction Management

_____ Architects

_____ Improvement District Administration

845874.2

Statement of Interest to provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years

Submitted to: City of Avondale City Clerk

Submittal Date: April 16, 2008 (3:00 pm MST, Phoenix, Arizona)

City of Avondale

Submitted By:

Clear Creek Associates
6155 E. Indian School Road, Suite 200
Scottsdale, Arizona 85251-5499

Attn: Tom Suriano, R.G.
(480) 659-7131

SECTION 1 – INSURANCE/CONTRACTING AND DESIGN PHILOSOPHY

CITY OF AVONDALE INSURANCE AND CONTRACTING REQUIREMENTS

Clear Creek Associates has contracted with the City of Avondale on previous projects, and as such, we have demonstrated our ability to comply with the City's insurance and contracting requirements. Clear Creek Associates can meet or exceed the insurance requirements outlined in the City's standard "Professional Services Agreement" included as Section C of the request for Statement of Qualifications (EN 08-017). We maintain the following minimum insurance: A) statutory workers' compensation and employer's liability as required by state law; B) commercial general liability, including personal injury, blanket contractual, and broad form property damage liability with limits not less than $2,000,000; C) automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000; and, D) professional liability insurance with limits of not less than $2,000,000.

DESIGN PHILOSOPHY AND PROBLEM SOLVING

Clear Creek Associates' overall philosophy with regard to the design of groundwater production wells is that each well should be designed to meet the client's objectives and to accommodate site-specific physical and chemical conditions. We do not believe that it is appropriate to use a standard, boilerplate well design. For example, we often recommend the use of louvered well screen over wire-wrap screen because louvered screen is typically easier to rehabilitate and modify at a later date, if needed. However, wire-wrap screen has a substantially greater open area than louvered screen and we will recommend that type of screen for applications where maximizing the production capacity of a well is critical. Other examples include designing the screened interval to seal off zones of poor quality water, and ensuring that the casing, screen, and annular materials are chemically compatible with the local groundwater chemistry. Additionally, for clients such as the City, Clear Creek Associates may recommend that stainless steel well screens be considered for the long-term cost savings and improved well life with only a nominal increase in the initial well material costs.

For environmental projects, systematic planning and the development of a sound conceptual site model representing site conditions and concerns are critical to meeting projective objectives. Through upfront communication with the City, the project objectives, desired outcomes and key decision points can be defined. Developing an initial conceptual site model is beneficial in guiding an environmental site investigation. The initial conceptual site model is continually refined throughout the project as new data are collected and the original hypotheses are tested and either accepted or modified. Once a sufficient confidence level is obtained, appropriate strategies and response actions can be developed to meet the City's project objectives.

Whether it is a water resources or environmental project, Clear Creek Associates believes that the key to the successful completion of a project is to establish and maintain a pattern of regular communication with City staff through telephone conversations, e-mail, and periodic project meetings as needed. As problems arise that need to be discussed with the City, they will be communicated to City staff as expeditiously as possible for discussion and resolution. Clear Creek Associates has established a strong track record of successful project completions through open communication and problem solving.

VENDOR INFORMATION FORM

A completed Vendor Information Form is included as Appendix A.

INTRODUCTION

Clear Creek Associates, PLC is pleased to present this Statement of Interest to Provide Professional Services for Capital Improvement Projects for the 2008/2009 and 2009/2010 Fiscal Years. This Statement of Interest was prepared in response to the City's Request for Statements of Qualifications FY 2008/2009 Professional Consultants Selection List (EN 08-017). A signed copy of the Acknowledgement of Addenda received is included as Appendix B. Our firm's qualifications and relevant projects are described below.

SUMMARY OF QUALIFICATIONS

Clear Creek Associates, PLC is a professional limited liability company founded in 1999 to provide professional consulting services in groundwater resources and environmental projects, for both municipal and private-sector clients throughout the southwestern United States. The firm was formed to offer quality-focused, responsive hydrologic services to clients. Municipalities such as the City of Avondale require sensible solutions to meet their increasing water resources challenges. This requirement is the basis of our philosophy of providing ***practical solutions in groundwater science***, which we consistently apply to all of our projects.

Clear Creek Associates, PLC has a staff of over 40 highly qualified personnel in our Scottsdale and Tucson, Arizona offices, including more than 30 geologists and hydrologists and a regulatory specialist. Our principal office is located at 6155 E. Indian School Road, Suite 200, Scottsdale, Arizona 85251 and will serve as the local office supporting the Avondale projects. The strong credentials and capabilities of our hydrologists and geologists are unmatched in the southwest. Our team of technical professionals includes 13 Arizona Registered Professional Geologists and well over 200 years of combined experience in geologic and hydrologic investigations.

Clear Creek Associates provides a full range of professional services related to groundwater, including site-specific and regional groundwater resource investigations; well siting and well impact studies; well design, construction and abandonment; groundwater permitting; groundwater recharge; and environmental investigations related to soil and groundwater contamination. The City of Avondale's service categories for which we are submitting qualifications include:

- Hydrogeological Engineering
- Geotechnical and Environmental Engineering

The types of services that we believe are applicable to the City's needs are listed below:

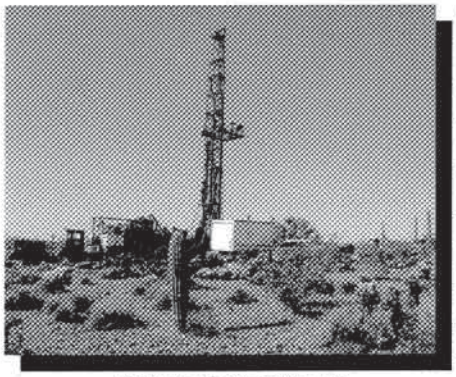
- **New water supply well services,** including well site selection, well spacing and well impact analysis, permitting, well design, and oversight/documentation during drilling, installation and testing of new wells and replacement wells.

- **Rehabilitation of existing water supply wells** to augment water production capacity and/or improve water quality.

- **Well abandonment services,** including abandonment design, permitting, contractor coordination, and oversight/documentation during well abandonment.

- **Hydrogeologic investigations and groundwater modeling** for planning purposes, or in association with regulatory requirements such as Aquifer Protection Permits, Underground Storage Facility (USF) permits, and Water Storage (WS) permits.

- **Environmental services** to address regulatory issues associated with groundwater contamination or potential contamination, including All Appropriate Inquiries, Phase II and Phase III Environmental Site Investigations, soil and soil-gas sampling, design and installation of groundwater monitor wells, groundwater sampling, soil and groundwater remediation, technical consulting oversight, and regulatory agency negotiation.



Exploratory Boring Drilling Rig

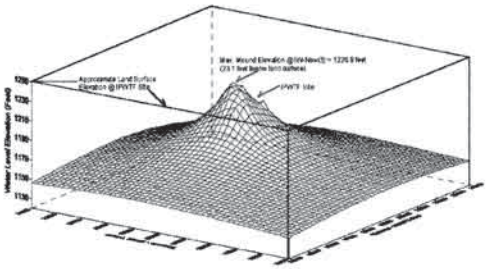
Clear Creek Associates has been involved with numerous projects involving the siting, design, and installation of public supply wells and the completion of exploratory borings for many municipalities and private water purveyors in the Salt River Valley. We have provided services to the Cities of Avondale, Buckeye, Chandler, El Mirage, Gilbert, Mesa, Peoria, Scottsdale, Surprise, and Tempe, as well as the Salt River Project, American Water Company, Arizona Water Company, and various developers. Since the firm was founded, Clear Creek Associates has designed and/or provided construction inspection services for **more than 90 water supply wells and ASR wells, and over 30 exploratory borings**. A summary of recent water supply well installation experience is illustrated below.

Clear Creek Associates Recent Water Production Wells

Location	Well Name	No. of Wells	Well Siting	Well Specifications and Design	Construction Inspection	Zonal Sampling	Geophysical Logging	Completion Date
Goodyear, AZ	Amaranth Well No. 2	1		•	•	•	•	2008
Mesa, AZ	City Well CW-12	1		•	•	•	•	2008
Surprise, AZ	Surprise Farms Well	1	•	•	•	•	•	2008
Wintersburg, AZ	APS-Palo Verde Well Charlie	1		•	•		•	2007
Buckeye, AZ	Aspen Liberty Well No. 1 & 2	2	•	•	•	•	•	2007
Gilbert, AZ	Town of Gilbert 164th Street Well	1		•	•	•	•	2007
Mesa, AZ	City Wells DW 21 and DW 22	2		•	•	•	•	2007
Phoenix, AZ	City ASR Well No. 299	1	•	•	•	•	•	2007
Scottsdale, AZ	City ASR Well No. 140	1		•	•	•	•	2007
Surprise, AZ	Marley Park Well No. 2	1	•	•	•	•	•	2007
Avondale, AZ	City of Avondale Well No. 20	1		•	•	•	•	2006
Buckeye, AZ	Montalbano Homes Well No. 1	1	•	•	•	•	•	2006
Buckeye, AZ	Festival Ranch Well No. 3	1	•	•	•	•	•	2006
Buckeye, AZ	Sun Valley South Well No. PW4	1	•	•	•	•	•	2006
Buckeye, AZ	MC85 Wtr Grp Wells 1 - 2	2	•	•	•	•	•	2006
Buckeye, AZ	Sun Valley South Wells 5-8	3	•	•	•	•	•	2006
Chandler, AZ	CHRP-RW1	1		•	•		•	2006
Goodyear, AZ	IDG Well No. 2	1	•	•	•	•	•	2006

Peoria, AZ	Vistancia Well Nos. 3 & 7	2	•	•	•	•	•	2006
Peoria, AZ	99th Ave & Rose Garden Well	1		•	•	•	•	2006
Peoria, AZ	Vistancia Wells No. 4 & No. 9	2	•	•	•	•	•	2006
SRPMIC, AZ	North Mesa Drive Well No. 2	1		•	•	•	•	2006
Surprise, AZ	Asante Dev. Wells No. 1 - 4	4	•	•	•	•	•	2006
Tolleson, AZ	Well Nos. 7B & 9	2		•	•	•	•	2006
Buckeye, AZ	Evergreen Well Nos. 4 & 5	2		•	•	•		2005
Buckeye, AZ	Cottonwood Well	1	•	•	•	•	•	2005
Buckeye, AZ	Town of Buckeye Well No. 14	1	•	•	•	•	•	2005
Buckeye, AZ	Rainbow Ranch Well	1	•	•	•	•	•	2005
Chandler, AZ	Tumbleweed ASR Well Nos. 5 & 6	2		•	•		•	2005
Gilbert, AZ	Turner Ranch Well	1		•	•	•	•	2005
Mesa, AZ	Freescale Remediation Wells	2	•	•	•			2005
Mobile, AZ	Mobile Land Well No. 1	1	•	•	•	•	•	2005
Show Low, AZ	Well No. 11	1	•	•	•		•	2005
Yuma, AZ	Well No. 9E-3	1		•	•	•	•	2005
Avondale, AZ	City of Avondale Well No. 8A	1		•	•		•	2004
Buckeye, AZ	Valencia Water Company Wells	6			•	•		2004
Peoria, AZ	Vistancia Well Nos. 2 & 6	2		•	•	•	•	2004
Surprise, AZ	Sierra Montana Well Nos. 1-4	4	•	•	•	•	•	2004
Surprise, AZ	Sierra Verde Well	1	•	•	•	•	•	2004
Surprise, AZ	Marley Park Well No. 1	1	•	•	•	•	•	2004
Yuma, AZ	Well No. 9E-2	1		•	•	•	•	2004
Chandler, AZ	East Knox Well	1		•	•	•	•	2003
Chandler, AZ	Tumbleweed ASR Well Nos. 1-4	4		•	•		•	2003
Surprise, AZ	Litchfield Manor Well	1		•	•	•	•	2003
Tempe, AZ	City of Tempe Well No. 14	1		•	•	•	•	2003

Clear Creek hydrogeologists have developed groundwater models covering nearly all of the Salt River Valley, which includes the Phoenix metropolitan area. The models have been utilized for water resources planning, contaminant transport simulation, and regional hydrological investigations. Experience is a critical requirement for building accurate and reliable groundwater models. **Groundwater models developed by Clear Creek Associates staff encompass more than 10,000 square miles throughout Arizona**. One of our more recent regional models covers the entire western half of the Salt River Valley. This model was refined and adapted to simulate the projected groundwater mound from the Avondale Wetlands recharge facility to support the applications for modification of the USF and WS permits.



Mounding Analysis for a Recharge Site in Chandler, Arizona

Clear Creek Associates has extensive experience with planning and conducting environmental site investigations for municipalities, utilities, and industrial clients. Our experience is statewide and includes all phases of site investigations, from initial site characterization through site remediation and closure. **Our environmental experience encompasses a wide range of projects, from Phase I ESAs through large, ongoing projects such as the Motorola 52nd Street Superfund site in east Phoenix.** We are currently supporting the City of Litchfield Park regarding potential impacts from the Phoenix Goodyear Airport – North superfund site and in ongoing site characterization and remediation at the Motorola 52nd Street Superfund Site for Freescale Semiconductor and at the Buckeye Service Center for Arizona Public Service Company.

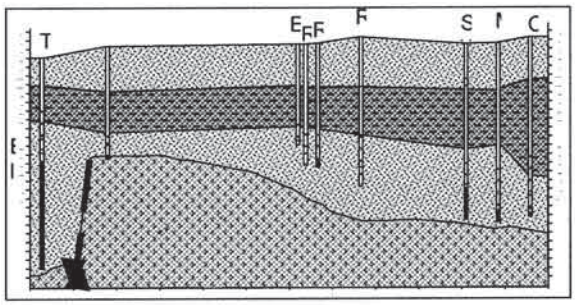
Clear Creek Associates Representative Environmental Projects

Project Name	Environmental Services									
CLEAR CREEK ASSOCIATES	Sampling and Analysis	Data Validation	Hydrogeologic Interpretation	Groundwater Modeling	Chemical Fate and Transport	Database Management	Remedy Evaluation	Public Involvement	Remedy Selection	Performance Reviews
Romic Envir. Technologies [RCRA] Gila River Indian Community, AZ	√	√	√		√	√		√		
Phoenix-Goodyear Airport North [CERCLA], Goodyear, AZ	√	√	√				√	√		
Beardsley Rd. WWTP [APP] Peoria, AZ	√		√	√		√		√		
Operating Mine Site RI/FS [CERCLA] Southern, AZ	√	√	√	√	√	√	√	√		
PSHIA Terminal 4 UST Decommissioning Phoenix, AZ	√							√	√	
Sienna Hills Lead Remediation [RCRA] Buckeye, AZ	√	√					√		√	
52nd Street Facility [CERCLA] Phoenix, AZ	√	√	√	√	√	√	√	√	√	√
Broadway and Dobson Site [VRP] Mesa, AZ	√	√	√	√	√	√	√	√	√	√
19th Avenue Landfill [CERCLA] Phoenix, AZ	√	√	√	√	√	√	√	√	√	√
27th Avenue Landfill [WQARF] Phoenix, AZ	√	√	√	√		√		√	√	
56th Street and Earll Drive [WQARF] Phoenix, AZ	√	√	√	√	√	√	√	√	√	√
Estes Landfill [WQARF] Phoenix, AZ	√	√	√	√	√	√	√	√	√	
Morenci Mine [APP] Morenci, AZ	√	√	√	√	√	√		√	√	√
Safford Mine [APP] Safford, AZ	√	√	√	√	√	√		√	√	√
Iron King Mine [VRP] Cottonwood, AZ	√		√				√	√	√	√
Van Waters & Rogers [RCRA] Phoenix, AZ	√	√					√	√	√	
Sky Harbor FFTP [VRP] Phoenix, AZ	√	√	√			√	√		√	√
Central and Camelback [WQARF] Phoenix, AZ	√	√	√	√	√	√	√	√	√	√
Buckeye Service Center [VRP] Buckeye, AZ	√	√	√			√	√	√	√	
Douglas Service Center [LUST] Douglas, AZ	√	√	√			√			√	
Yuma WWTF [APP] Yuma, AZ	√		√	√				√	√	
WES Trust Remediation [LUST] Phoenix, AZ	√	√	√	√	√	√	√	√	√	√
Robert's Market Place [LUST] Prescott, AZ	√	√	√		√					

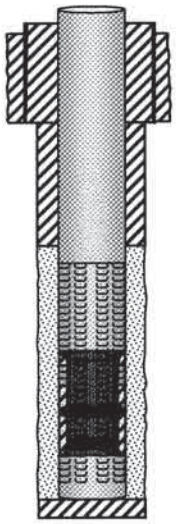
PROJECT DESCRIPTIONS

Descriptions and references for several completed or ongoing projects that illustrate a representative range of Clear Creek Associates' capabilities, including water resource development projects performed for the City of Avondale and others, as well as representative environmental projects are discussed below.

Well Impact Analyses, Permitting, and the Design and Installation of Water Supply Wells for the MC85 Water Group, Southeast Buckeye, Arizona. A consortium of developers retained Clear Creek Associates to conduct a well-siting study and oversee the drilling, logging, and depth-specific (zonal) sampling for several water supply wells near the Gila River in support of a planned residential development. To date, we have overseen the installation of 2 of the 6 proposed wells that will eventually be conveyed to the Town of Buckeye. Clear Creek Associates prepared technical specifications and secured the necessary drilling and discharge permits to install and test the wells. The completed borings were drilled to 1,200 and 800 feet using reverse rotary drilling techniques. Based on the results of lithologic logging, geophysical logging and zonal groundwater sampling results, Clear Creek developed designs for two new wells that were also considerate of the Town of Buckeye well construction standards. Following design approval, Clear Creek staff oversaw the installation, testing and new source approval sampling of the wells that were completed in the LAU. Mr. Glotfelty provided technical guidance as Principal Hydrogeologist for Clear Creek. Mr. Feller was the Clear Creek Project Manager that coordinated field activities during the installation of the wells, and Mr. Mammini, Mr. Halterman and other staff provided field oversight.



The planned residential development is located in an area with a high density of existing domestic wells that must be considered in well-spacing / well-impact analyses. However, the clay-dominated MAU forms a semi-permeable confining layer, thus reducing impacts from pumping wells screened exclusively in the LAU to wells screened exclusively in the UAU, such as most of the domestic wells. Currently, Clear Creek Associates is developing a groundwater model focused on demonstrating hydrogeologic separation between two alluvial units (UAU and LAU) in the southeast Buckeye area for use during well impact/well spacing analyses to increase the legal pumping capacity of the new water supply wells.

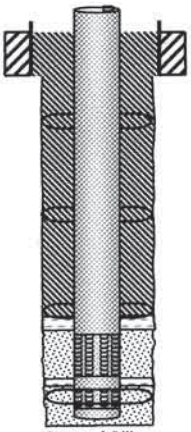


Groundwater Quality and Well Rehabilitation Evaluations, City of Mesa, Arizona. Clear Creek Associates conducted groundwater quality and rehabilitation evaluations for several City of Mesa municipal production wells to evaluate whether arsenic concentrations in the groundwater could be reduced through operational changes and/or potential well construction modifications. To achieve this goal, Clear Creek Associates was retained to complete the following activities for the wells: perform a well video analysis, perform well cleaning, if necessary, oversee the installation and removal of a test pump, perform a static spinner log survey, perform a dynamic spinner log survey with depth specific (zonal) sampling, and provide assistance to the City of Mesa during variable rate testing. Clear Creek Associates provided recommendations for reduction of arsenic concentrations in extracted groundwater at several wells and oversaw recommended well modifications.

Groundwater Modeling and USF/WS Permit Modification of the Avondale Wetlands Recharge Facility. Clear Creek Associates performed a groundwater mounding and Area of Impact (AOI) analysis of the Avondale Wetlands recharge facility to evaluate the impact of increasing the capacity of the facility from 10,000 to 15,000 acre-feet per year. The mounding/AOI analysis was performed using a regional numerical groundwater model, refined in the vicinity of the recharge facility. Clear Creek transmitted the revised USF/WS permit applications and the mounding analysis report to ADWR and responded to ADWR comments. As Senior Hydrogeologist, Mr. Corell developed the groundwater model, performed the mounding/AOI analysis, and prepared the report and permit applications.

Water Supply Well Installation, Arsenic Profiling, and Modification, Gilbert, Arizona. Carollo Engineers retained Clear Creek Associates to oversee the drilling, testing, and installation of a water supply well for the Town of Gilbert. Results of zonal sampling activities conducted during pilot-hole drilling indicated that arsenic concentrations were slightly greater than the MCL for arsenic of 0.01 mg/L in the deepest zone but compliant with the arsenic standard in the upper zonal samples. However, the apparent water production from the deep zone was favorable and was elected to be screened by the project team since in-well blending of the pumped groundwater at the design pump rate could reduce the overall arsenic concentration below the MCL.

Clear Creek Associates developed a well design with an appropriately installed annular seal to isolate the greater arsenic producing zone so the well could be effectively modified to eliminate water contribution from the deepest zone to mitigate elevated arsenic concentrations, if necessary. Results of initial well testing indicated an arsenic concentration of 0.011 mg/L in the pumped groundwater. At the request of the project team, Clear Creek Associates conducted a pumping spinner log coupled with depth-specific sampling to profile the arsenic and water contribution throughout the screened intervals. Results indicated that the arsenic concentration could be reduced below the MCL by eliminating production from the lower interval. After a packer was installed to seal off the lower screened interval and additional test pumping was completed, arsenic concentrations were reduced to 0.006 mg/L in the pumped groundwater. Clear Creek Associates subsequently prepared the technical specifications for the permanent modification to the well for the contractor. Mr. Hanson served as Principal Hydrogeologist for Clear Creek on this project. Mr. Feller, Mr. Halterman and other staff provided field oversight during this project.



Town of Gilbert
Well Design

Motorola 52nd S. Superfund Site, Phoenix, AZ. Clear Creek is the principal environmental consultant for Freescale Semiconductor Inc. at the Motorola 52nd Street Superfund Site in Phoenix, Arizona. The Motorola 52nd Street Superfund Site is one of the nation's largest and most complicated superfund sites involving the presence of free-phase chlorinated solvents (or "DNAPL") in fractured bedrock, multiple responsible parties, and a large area of impacted groundwater subdivided into multiple Operable Units. Clear Creek Associates personnel have been involved for 20 years in soil and groundwater site characterization activities, completing the remedial investigation and feasibility studies (or RI/FS) for both the Operable Unit 1 and Operable Unit 2 Areas, the design and implementation of both the Operable Unit 1 and Operable Unit 2 groundwater remedies, and implementation of soil remedies at the former Motorola 52nd Street facility. Current activities include on-going groundwater monitoring, DNAPL and bedrock investigations, technical impracticability evaluation support, review and evaluation of the effectiveness of the on-going groundwater remedies, long-term strategic planning and remedy optimization support, potentially responsible identification and settlement support, regulatory support and community involvement support. Through our high quality of work and open communications, Clear Creek Associates staff have established exceptional relationships with EPA and

ADEQ staff and members of the community at the Site. Mr. Suriano serves as the Principal Hydrogeologist for Clear Creek's on-going support for Freescale Semiconductor at the Site.

Phoenix-Goodyear Airport (PGA) North Superfund Site, Goodyear, Arizona. Clear Creek Associates supports the City of Litchfield Park in assessing the potential impacts of the PGA-North Superfund Site on the City. Clear Creek Associates represents the City as it works with EPA to address the expansion of the plume as it moves towards the City boundaries and its lone supply well for Tierra Verde Lake. Crane Co. was required by EPA to implement a new groundwater remediation plan that was specifically designed to address the uncontrolled plume expansion towards the City. Clear Creek Associates reviewed the design of the remedy, provides on-going groundwater monitoring support and represents the City in reviewing Site activities to ensure that the proposed remediation is successful and that City's concerns are addressed. Clear Creek Associates also participated in public meetings to educate City residents on Site activities. Mr. Suriano is the Principal Hydrogeologist supporting the City of Litchfield Park.

Environmental Services, Arizona Public Service Company, Arizona. Clear Creek Associates is working under a Master Services Agreement with APS to provide a wide variety of environmental services. We are currently in our seventh year of the contract. Services are related to soil and groundwater environmental issues associated with owned, acquired, and pending sale properties. In 2004, we conducted over 20 Phase I and Phase II ESAs related primarily to electrical substation sites around the state. We have also provided technical and field support for PCB characterization and remediation at several sites. Other work includes a successful risk-based closure for a former Leaking Underground Storage Tank (LUST) site in Casa Grande, characterization of an undocumented landfill, and remediation of soils and groundwater beneath a former above ground storage tank fuel system at a site in Buckeye in coordination with the ADEQ Voluntary Remediation Program. Clear Creek Associates oversaw the design and installation of a combined soil vapor extraction / air-sparging system to remediate BTEX and MTBE impacted groundwater and soil. System operation is ongoing and anticipated to be complete during the latter half of 2008. Please contact Mr. Chris Walker of APS at 602-371-6060 for a reference regarding the APS projects.

REFERENCES

Clear Creek Associates has provided the following references for the projects described above.

Marilyn DeRosa, P.E., R.G Ast. Director, Water Resources City of Avondale Water Resources Department 399 E. Lower Buckeye Rd., St. 100 Avondale, Arizona 85323 (623) 333-4411	Alan Martindale Water Quality Supervisor City of Mesa 640 N. Mesa Drive P.O. Box 1466 Mesa, Arizona 85211-1466 (480) 644-3481	Stuart Barney, P.E. Sr. Project Manager Evergreen Communities (MC85 Group Member) 2390 E. Camelback Rd, St 410 Phoenix, Arizona 85016-3479 (602) 808-8600
Darryl Crossman City Manager City of Litchfield Park 214 W. Wigwam Blvd Litchfield Park, AZ 85340 (623) 935-5033	Gary Siders, P.E. Carollo Engineers (Town of Gilbert Well) 3033 N. 44th St., # 101 Phoenix, Arizona 85018 (602) 474-4113	Jenn McCall Strategic Programs Manager Freescale Semiconductor, Inc. 2100 E. Elliot Road, M/D EL-614 Tempe Arizona 85284 (480) 413-3290

SECTION 3 – PERSONNEL QUALIFICATION AND EXPERIENCE

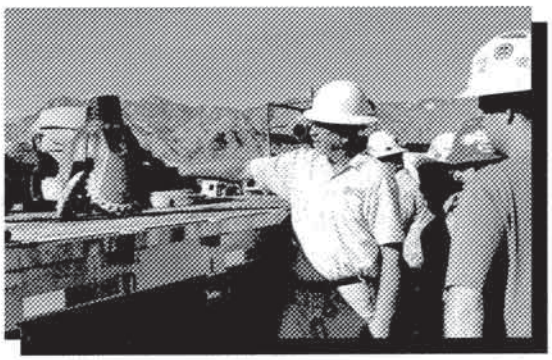
Clear Creek Associates has a highly qualified professional staff that routinely performs the types of projects and tasks that we anticipate would be conducted under this contract for the City of Avondale. As noted in Section 2, the firm maintains a staff of over 40 in our Phoenix and Tucson offices, including 13 Arizona Registered Geologists and a regulatory specialist. Our group of senior level professionals brings an extensive range of experience in addressing many different water resource and environmental challenges throughout the state making Clear Creek highly qualified to meet the City's water resource and environmental services needs.

KEY PROFESSIONAL STAFF

Any of our professional and support staff may be called upon as needed to participate in projects for the City of Avondale; however, we have identified a core group of key professional staff that will relied upon for future Avondale projects, based on their experience with working on projects for the City and their areas of expertise. A brief discussion of the qualifications of these key staff is included below and resumes, including certifications, licensees and professional affiliations, are included in Appendix C.

Marvin Glotfelty, R.G.

Mr. Glotfelty is a co-founder and Principal Hydrogeologist with Clear Creek Associates. During his 25-year career, he has participated in projects concerned with almost every aspect of hydrogeology, water supply studies, aquifer testing, well design, well rehabilitation, water rights issues, and water quality assessment. Mr. Glotfelty is recognized as one of the leading experts in well design and construction techniques in the southwestern United States. He has been involved with the design, installation, rehabilitation, and/or abandonment of hundreds of water supply wells. Mr. Glotfelty is a Registered Geologist in Arizona and California, as well as a Licensed Well Driller and Licensed Contractor in Arizona. During the course of his professional career, he has authored over 20 publications in local, national, and international journals, and he has given over 40 presentations and workshops relating to geology, hydrogeology, and water well drilling. For his innovative work on rehabilitation of municipal wells to improve water quality, Mr. Glotfelty was awarded the ***City of Phoenix Mayor's Environmental Award in 1995***. As one of the founders of Clear Creek Associates, Mr. Glotfelty will support Avondale's water resource projects as a technical expert.



Clear Creek personnel discuss drilling bit wear at a well site

Tom Suriano, R.G.

Mr. Suriano is a Principal Hydrogeologist with more than 21 years of professional experience in managing environmental investigation and remediation projects at complex chlorinated solvent sites and hydrocarbon sites. Mr. Suriano is a Registered Geologist in Arizona (1993). Mr. Suriano is one of Arizona's leading experts in environmental site investigation and characterization, designing and implementing remedial actions, and in optimizing on-going remedial actions. Prior to joining Clear Creek Associates in 2006, Mr. Suriano was the Remediation Program Manager for Freescale Semiconductor,

Inc. and its predecessor Motorola's Semiconductor Products Sector (SPS) and was responsible for in managing environmental site assessment and remediation projects in the United States, Europe and Asia for over 13 years. Prior to working at Motorola, Mr. Suriano worked on environmental investigation and water resource projects while at the Salt River Project including developing water management plans for regional well networks and integrating water quality considerations in regional water resource planning. Mr. Suriano played an active role in developing Arizona's new WQARF legislation and in drafting the soil rule, the remedy selection rule and the voluntary remediation program rule. Mr. Suriano was appointed by the Governor and served a term on the ***Water Quality Assurance Revolving Fund Oversight Board***. At Clear Creek Associates, Mr. Suriano is working for a variety of municipal, mining and private sector clients at sites involved with CERCLA, RCRA, UST, VRP, and WQARF investigation and remediation activities including representing the City of Litchfield Park at the PGA-North Superfund Site. Mr. Suriano will serve as Principal Hydrogeologist and team leader for environmental projects for the City of Avondale. As Principal Hydrogeologist, he will be responsible for overall technical guidance, site investigation and remediation approach, and senior-level technical review of technical specifications and reports.

Don Hanson, R.G.

Mr. Hanson is a Principal Hydrogeologist with 24 years of professional experience in water resource and environmental consulting services. Mr. Hanson is a Registered Geologist in Arizona (1992) and Wyoming (1998). Mr. Hanson is one of Arizona's leading experts in production well siting; well design, installation and testing; groundwater recharge; Aquifer Protection Permits (APPs); and Underground Storage Facility (USF) and Water Storage (WS) permits. Prior to joining Clear Creek in 2000, Mr. Hanson managed the Phoenix office of Harding Lawson Associates, a national engineering and environmental consulting firm where he spent more than twelve years. Mr. Hanson started his consulting career in 1984 with Dames & Moore, managing and/or serving as principle investigator for numerous groundwater characterization and remediation projects for a range of public and private sector clients. Prior to working in consulting, he was employed by the City of Flagstaff, where he was responsible for managing water production from the San Francisco Peaks watershed and operation and maintenance of the municipal supply well field. He also evaluated and tracked water production from the City's Lake Mary and Woody Mountain well fields. While with Clear Creek Associates, he has been involved with about 17 water supply well and injection well installation projects. He is currently managing multiple public supply well installation, evaluation, and rehabilitation projects in various locations across Arizona. Mr. Hanson previously supported the City of Avondale in modifying its USF permit for the Avondale Wetlands Expansion Project and in developing a recharge well siting prioritization matrix. Mr. Hanson will serve as Principal Hydrogeologist and team leader for water resource projects for the City of Avondale. As Principal Hydrogeologist, he will be responsible for overall technical guidance, well design, and senior-level technical review of technical specifications and reports.

Supporting Mr. Suriano and Mr. Hanson will be a team of highly qualified senior staff and staff level individuals with experience in water resource and environmental consulting projects.

Steve Corell, R.G.

Mr. Corell will serve as Senior Hydrogeologist for projects that include groundwater modeling. He has over 23 years of experience with geological studies, hydrological investigations, and groundwater modeling. He has developed groundwater models of areas covering over 8,000 square miles in Arizona, including a regional groundwater flow and transport model in the northwest Salt River Valley that includes much of Avondale, Arizona; groundwater mounding analyses for several large recharge projects in the southeast Salt River Valley; and the Arizona Department of Water Resources' Salt River Valley Groundwater Flow Model, for which he was recipient of the ***Governors Recognition Award in 1994***. Previously, Mr. Corell developed the groundwater model for the Avondale Wetlands site and used the model for the mounding and Area of Impact (AOI) analysis.

Steve Corell working on a groundwater modeling project

ADDITIONAL PROFESSIONAL STAFF

Clear Creek Associates maintains a core group of professional staff that we rely on to support our projects, including **Barbara Murphy, R.G., CPG, Dave Wrzosek, R.G., Wayne Feller, P.E., Dave Giles, Matt Frailey, Geno Mammini, and Barry Halterman**. These individuals will be assigned to manage and oversee field services during the drilling and analysis of exploratory borings, the drilling, installation and testing of groundwater production wells or reinjection wells, conducting environmental site investigations or remediation, conducting groundwater monitoring, and any other tasks that may arise. They will be supported by additional staff level resources who will conduct the field investigations. These staff will also be assigned to reduce and evaluate data collected in the field, and prepare the data for presentation in reports. Each of the field inspectors on our project team has an in-depth understanding of the protocol and techniques for detailed field documentation during drilling supervision, including lithologic logging, drilling fluid control, geophysical log interpretation, zonal sampling well construction, well development oversight and monitoring, post-construction aquifer testing and environmental site investigations. The members of our field staff are also experienced with the evaluation of spinner logs and video surveys of existing wells.

Clear Creek staff collecting water quality samples

We fully expect that the staff from the Scottsdale office will be available to meet the needs of future project with the City of Avondale; however, we are prepared to respond to virtually any staffing need that may arise by drawing on the additional professional staff as necessary.

Clear Creek staff collecting aquifer test data

Appendix A

(Vendor Information Form)

VI. VENDOR INFORMATION FORM

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

Clear Creek Associates, PLC
FIRM SUBMITTING SOQ

86-0961543
FEDERAL TAX ID NUMBER

Thomas R. Suriano, Principal Hydrogeologist
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

6155 E. Indian School Rd., St 200
ADDRESS

480-659-7131 / 480-659-7143
TELEPHONE FAX #

Scottsdale, AZ 85251-5499
CITY STATE ZIP

April 16, 2008
DATE

WEB SITE: www.clearcreekassociates.com

EMAIL ADDRESS: tsuriano@clearcreekassociates.com

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

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

Has your firm 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.

Appendix B

(Acknowledgment of Addenda Received)

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

FY 2008/2009 Professional Consultants Selection List
EN08-017

Addendum No. 1

Clear Creek Associates, PLC, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Signed _____, Date April 16, 2008

Thomas R. Suriano
Print Name

Principal Hydrogeologist
Title

Clear Creek Associates, PLC
Company Name

6155 E. Indian School Rd., St 200
Address

Scottsdale, AZ 85251-5499
City, State, Zip Code

END OF ADDENDUM No. 1

Appendix C

(Resumes of Key Project Personnel)

CLEAR CREEK ASSOCIATES

THOMAS R. SURIANO, R.G.

Title

Principal Hydrogeologist

Expertise

Hydrogeology/Geology
Remediation Program Management / Remedy Optimization
Site Characterization / Remediation

Academic Background

B.S., Geosciences, University of Arizona, 1986
Graduate studies in geology and engineering, Arizona State University

Registration

Registered Geologist, Arizona. No. 26775 (1993)
American Institute of Professional Geologists (MEM-1291)

Experience

CLEAR CREEK ASSOCIATES, SCOTTSDALE, ARIZONA; 2006 TO PRESENT

Prior to joining Clear Creek Associates, Mr. Suriano was the Remediation Program Manager for Freescale Semiconductor, Inc. and its predecessor Motorola Semiconductor Products Sector. Mr. Suriano has over 20 years of experience in managing large scale remediation projects and in conducting environmental site assessments, site characterization and remediation. Mr. Suriano had overall responsibility for directing Freescale and Motorola's environmental site investigation and remediation efforts worldwide including at the 52nd Street Superfund Site and the 56th Street and Earll Drive WQARF Site in Central Phoenix. Mr. Suriano provided technical support for environmental litigation activities related to Motorola Semiconductor facilities. Mr. Suriano has extensive experience in State and Federal requirements and processes for conducting environmental investigations and remediation. While at Motorola, Mr. Suriano directed the environmental site assessments related to the acquisition or disposition of numerous industrial facilities in the United States, Europe and Asia. Mr. Suriano's experience includes groundwater investigation and remediation of UST, landfill, chlorinated solvent sites, and metal contaminated soil sites, soil closures with soil vapor extraction and soil excavation and removals, air sparging, drywell and sump removal and abandonment, and groundwater remediation via bioremediation as well as conventional pump and treat technologies. Mr. Suriano deals extensively with regulatory agencies and the community on environmental issues.

Significant projects include the following:

- Program Manager for the groundwater Remedial Investigation / Feasibility Study for the Cyprus Tohono Mine
- Project Manager for soil and groundwater investigation of a former RCRA facility on the Gila River Indian Community
- Technical expert for the City of Litchfield Park regarding the Phoenix-Goodyear Airport North Superfund Site.
- Remedial investigation, remedial design and remedial action, Motorola 52nd Street Superfund Site (soil and groundwater remedies)
- Remedial investigation, early response action development, 56th Street and Earll Drive WQARF site (soil and groundwater remedies)
- Bioremediation pilot project, 56th Street and Earll Drive WQARF site
- Remedial investigation, remedial design and remedial action, Broadway and Dobson Voluntary Remediation Program Site (soil and groundwater remedies)
- Remedial design, groundwater remedial action at the South Mesa WQARF site
- Site characterization and corrective action, Papago Service Center LUST site
- Environmental site assessment and soil remediation, electronics manufacturing facility and plating operations in Seoul, South Korea; Leshan, China; Phillipines; Roznov, Czech Republic

CLEAR CREEK ASSOCIATES

THOMAS R. SURIANO, R.G.

- Environmental site screening, greenfield sites, commercial properties in Paju-Ku, Korea; Silicon Harbor, Hong Kong; Okayama, Japan; Seramban, Malaysia; Tianjin, China, Guangzhou, China.
- Environmental site assessments, industrial faculties in Aizu, Japan; Philippines; Gyonggyong, Hungary
- Soil investigation/closure, remedial action consent decree, North Indian Bend Wash Federal Superfund Site
- Groundwater monitoring well installation, geophysical logging and single well aquifer tests, North Indian Bend Wash Federal Superfund Site
- Salt River Project, Investigation, groundwater monitoring well installation and corrective action at various landfill sites
- Salt River Project, UST site investigation, former Legend City property
- Salt River Project, environmental site assessment of maintenance facility
- Salt River Project, evaluation and incorporation of water quality considerations in water resource production planning

Training

Princeton Groundwater Pollution and Hydrology Course (1991)
Diagnosis and Remediation of DNAPL Sites (1994)
DNAPLs in Fractured Geologic Media: Behavior, Monitoring and Remediation (1997)
University Consortium – Solvents in Groundwater Research Program (Corporate Representative)
OSHA 40-Hour Hazardous Waste Operations (HAZWOPER) Training
OSHA 8-Hour Supervisor Training
OSHA 8-Hour Annual Refresher (2008)

Professional History

Remediation Program Manager, Freescale Semiconductor, 2004-2006
Manager, Remediation & Due Diligence, Motorola SPS, 1994-2004
Scientist-Senior Scientist, Salt River Project, 1986-1994

Publications/ Presentations

Bartlett, R.D., Mercer J., **Suriano, T.R**, 2006, Regional Groundwater Flow and Solvent Groundwater Contamination – How to Create a 15-mile Long Plume in Only 30 years: Arizona Hydrological Society Fall 2006 Symposium, September 14, 2006.

Suriano, T.R., Yantorno, D., Davis, S., 1997, Implementation of the New and Hopefully Improved WQARF: Industry Panel Perspectives, State Superfund Report: What the Future of WQARF Holds for the Arizona Environmental Community, July 1997

Professional Affiliations

Association of Groundwater Scientists and Engineers
Arizona Hydrological Society
American Institute of Professional Geologists
Member, 71st Arizona Town Hall – Ensuring Arizona's Water Quantity and Quality into the 21st Century
Panel Chair, 88th Arizona Town Hall – Arizona's Rapid Growth and Development: Natural Resources and Infrastructure
Past Member – Water Quality Assurance Fund Advisory Board (Chair, Technical Subcommittee; Co-Chair PRP Search Subcommittee)
Past Member – Arizona Groundwater Task Force (Co-Chair, Remedy Selection Subcommittee)

CLEAR CREEK ASSOCIATES

DONALD P. HANSON, R.G.

Title

Principal Hydrogeologist

Expertise

Hydrogeology, Public Supply Wells, Groundwater Recharge, Water Resources

Academic Background

B.S., Geology/Hydrogeology, Northern Arizona University, 1984

Registration

Registered Geologist, 1992 - Arizona Registration No. 26036
Certified Scientist, 1996 - New Mexico Environment Department No. 113
Professional Geologist, 1998 - Wyoming Registration No. PG-2983

Experience

Don Hanson joined Clear Creek Associates in May 2000. He has over 23 years of experience in developing water resources, conducting hydrogeologic investigations, public supply well installation, and groundwater recharge.

Mr. Hanson has a wide range of technical capabilities in field investigations. He has supervised numerous drilling operations using virtually every drilling method, including air-rotary and mud-rotary rigs, reverse circulation, cable tool, hollow-stem auger, solid-stem auger, air hammer, and wireline coring. He has evaluated geophysical logs, zonal groundwater quality samples, rising/falling head tests and spinner logs. He has designed and managed the installation of aquifer storage and recovery (ASR) wells, numerous large-scale (>2,000 gpm) public supply wells, injection wells, and pump-and-treat extraction wells and monitoring wells. He currently manages multiple water resources and well installation projects, as well as a number of environmental and recharge projects. Mr. Hanson is also extensively involved in the evaluation and rehabilitation of existing wells, and has presented numerous case studies on evaluating and improving well efficiency and water quality.

PRIOR TO JOINING CLEAR CREEK ASSOCIATES

Mr. Hanson was manager of the Phoenix office of Harding Lawson Associates, a national engineering and environmental consulting firm.

Representative Projects

REPRESENTATIVE PROJECTS INCLUDE:

City of Mesa – Manager for a 10 well rehabilitation evaluation program for arsenic mitigation to meet the updated 2006 arsenic standard. Project included well video surveys, well cleaning oversight, spinner logging and depth-specific sampling, data interpretation, and well rehab specifications. Several wells have been successfully rehabilitated and now meet the new standard without treatment.

City of Scottsdale – Managed the design, drilling, construction, and testing of a new public supply / ASR well. This project also included the design and installation of two deep groundwater monitoring wells for the City.

Pulte Homes, Inc. – Technical expert for water resources development at several Master Planned Communities in the Phoenix metro area. Project manager for the design and installation of 10 large-scale public water supply wells in areas with naturally occurring arsenic and fluoride impacts. Conducted site characterization and developed Hydrologic Study for basin recharge.

Town of Gilbert – Managed three rehabilitation evaluation projects for arsenic mitigation. Spinner log and zonal sampling data suggested that two of the three wells were candidates for well rehabilitation. Both rehabilitation projects were successful in mitigating the need for arsenic treatment while maintaining production capacity.

City of Chandler - Managed the design and installation of 4 high capacity ASR wells for the Ocotillo Recharge and Recovery Project and 8 high capacity ASR wells at the

DONALD P. HANSON, R.G.

Tumbleweed Recharge and Recovery site. Projects included well design, bidding services, Water Storage, USF and APP permitting, well installation and testing and O&M support.

Intel, Chandler, Arizona - Managed the design of two replacement injection wells for the Intel Industrial Process Water Treatment Facility. Design considerations included mounding analyses as well as an evaluation of the effects of RO treated water on well construction materials.

Vistancia, LLC. – Manager for the design, permitting and installation of 6 public supply wells to be conveyed to the City of Peoria. Currently managing the design, permitting (WS, USF & APP), and construction of vadose zone injection for reclaimed water from the local WRF

City of Chandler, Arizona - Managed the site characterization and development of a new basin recharge project. Completed Recovery Monitor Well installations. Project included shallow and deep soil borings, development of Hydrologic Study and associated groundwater modeling, Water Storage, USF and APP permitting.

City of Chandler – Managed a 10 well rehabilitation evaluation program for arsenic and nitrate mitigation. Project included static and dynamic spinner logging, zonal sampling, production evaluation and recommendations.

Memberships

Arizona Hydrological Society (AHS) - Phoenix Chapter
Association of Ground Water Scientists and Engineers (AGWSE)
American Institute of Professional Geologists (AIPG)

Publications

1986-***Field Workshop - GW Sampling Methods, WL Measurements, QA/QC, And Documentation***. Solid Waste and Groundwater Conference - ADHS/EPA, Region 9, May.

1987-***Field Workshop - Installation Techniques, GW Sampling Methods, And Pressure Head Measurements***, Westbay (TM) Multipoint System. GSA Conf., Phoenix, October.

1990 and 1991-***Case History On Hazardous Waste Investigations And Remediation***. College of Engineering and Applied Science, ASU, Tempe, April.

2003–***Groundwater Recharge And Its Impacts On Non-Point Source Nitrate Contamination***, 11th Biennial Symposium on Groundwater Recharge, June.

2004-***Water Solutions for Development***: An invited presentation for the DR Horton Continental Series, Phoenix, Arizona, March 24, 2004.

2004-***Chandler's Reclaimed Water Program Yields 30 MGD Water Supply***, Co-author, 19th Annual Water Reuse Symposium, September.

2004-***The Data Game, How Much, What Kinds, and Why***. 20th Annual Tri-State Seminar-on-the-River, September.

2005-***Well Cleaning Eliminates Costly Arsenic Treatment.*** AWPCA 78 Annual Conference and Exposition, May.

2005-***Maintaining ASR Well Efficiency.*** 12th Biennial Symposium on Groundwater Recharge, June.

2005-***Is It a Pump or Well Problem.*** 21st Annual Tri-State Seminar-on-the-River, September

2006-***Developing a Wet Water Supply.*** A presentation to Pulte Homes of Arizona, March.

2006-***New Well Techniques for Well Installation.*** 22nd Annual Tri-State Seminar-on-the-River, September.

CLEAR CREEK ASSOCIATES

MARVIN F. GLOTFELTY, R.G

Title

Principal Hydrogeologist

Expertise

Hydrogeology/Geology
Water Resources Investigations
Well Assessment, Design, and Installation

Academic Background

M.S., Geology, Northern Arizona University, 1985
B.S., Geology, Northern Arizona University, 1979

Registration/ Licenses

Registered Geologist: Arizona No. 22744 (1989)
Registered Geologist: California No. 4988 (1990)
Licensed Well Driller: Arizona Nos. 160 and 672

Experience

CLEAR CREEK ASSOCIATES, PHOENIX, ARIZONA; 1999 TO PRESENT

Co-founder and Principal of Clear Creek Associates. Areas of specialization include well rehabilitation, well design and construction management, groundwater resources investigations, well siting studies, and assured water supply studies. Mr. Glotfelty has been involved with water resources projects in Arizona and the Southwestern U.S. for over 24 years, and was responsible for managing numerous hydrogeologic and water resources projects. During his 24-year career, Mr. Glotfelty has participated in projects concerned with almost every aspect of hydrogeology, water supply studies, recharge and recovery, aquifer testing, well design, well rehabilitation, water rights issues, and water quality assessments. He has been involved with the design, installation, rehabilitation, and abandonment of over 700 water wells in Arizona, and he was the recipient of the 1995 City of Phoenix Mayor's Environmental Award for his work with rehabilitation of wells to improve their water quality.

WELL REHABILITATION PROJECTS

Mr. Glotfelty has conducted numerous well rehabilitation projects for municipalities and private water companies, to improve the pumped water quality through structural or operational modification of the well. These projects included hydraulic flow profiling of the well, utilizing spinner flowmeter logging or rhodamine dye tracer analyses. In most cases, the flow profiling was conducted under both dynamic (pumping) and static (non-pumping) conditions, and depth-specific groundwater samples were collected to determine the hydrologic and water quality conditions of the well. In addition, conventional aquifer test data were collected and analyzed for each well, and a well video survey of each well was conducted to assess its structural condition.

Mr. Glotfelty has been involved with *over 70* well rehabilitation and well assessment projects for various water purveyors across the southwest, including: Adaman Water Company; Arizona-American Water Company, the City of Chandler, Global Water Company; the City of Mesa; the City of Ontario, California; the City of Peoria; the City of Phoenix; San Antonio Water Company in Upland, California; the City of Scottsdale; and the City of Surprise.

MARVIN F. GLOTFELTY, R.G

The rehabilitation of City of Phoenix Wells Nos. 211, 214, and 250 resulted in a reduction of nitrate concentrations in the pumped water from those wells by 30% to 95%, for which Mr. Glotfelty was awarded the ***City of Phoenix Mayor's Environmental Award*** in 1995.

The tasks performed as part of these projects included flow profile evaluations of the well to determine the depth intervals that will produce the majority of the water. Flow profiling data were collected using spinner logs or rodamine dye tracer tests under dynamic and static conditions. The data collection also typically includes depth-specific (zonal) groundwater sampling, analysis of aquifer test data, and analysis of well video surveys. Structural modifications to the wells were designed based on these analyses. Mr. Glotfelty was responsible for the design and construction administration for the structural modification of the well. He coordinated and supervised inner-string cementing operations at some wells, utilizing a combination of water well and oil well industry techniques.

Professional History

Co-Founder/Principal Hydrogeologist, Clear Creek Associates, Phoenix, AZ 1999-present
Groundwater Resources Manager, Brown and Caldwell, Phoenix, Arizona; 1994 - 1999
Hydrogeologist, Southwest Ground-water Consultants, Phoenix, Arizona; 1994
Hydrogeologist, Water Resources Associates, Phoenix, Arizona; 1984 – 1994
Drilling Fluid (Mud) Engineer, Magcobar, Farmington, New Mexico; 1979 - 1980

Professional Affiliations

Advisory Board of Southwest Hydrology Magazine (2002 – 2005)
Arizona Hydrological Society (AHS Board of Directors, 1989 to 1993; AHS Phoenix Chapter Vice President, 1990, 1991)
Arizona Water Well Association (Technical Director 1990-present; Legislative Committee 1993-present)
Mountain States Groundwater Expo (symposium of the Water Well Association of five southwestern states) (Symposium Coordinator, 1991, 1994, and 1995)
National Groundwater Association (since 1984)
Honorary Advisory Board of Groundwater Age Magazine (1993 to 1995)
NAU College of Engineering and Natural Sciences Advisory Council
Northern Arizona University Geology Department Advisory Council

Publications/ Presentations

Mr. Glotfelty has authored over 20 publications and given more than 50 presentations and workshops during his career. A listing of his publications and presentations is available upon request.

CLEAR CREEK ASSOCIATES

BARBARA H. MURPHY, RG, CPG

Title

Senior Geologist

Expertise

Environmental Geology
Earth Resources (Soils, Minerals)
Water Resources

Academic Background

B.A., Geology, Mount Holyoke College, South Hadley, Massachusetts, 1975
Field Geology course in Cripple Creek, Colorado
Graduate courses in geology, land use planning, and engineering (soils), Arizona State University
CEUs in Environmental Law (Federal and State of Arizona)

Registration

Registered Geologist: Arizona Registration No. 35025 (2000)

Certification

American Institute of Professional Geologists: Certified Professional Geologist No. 6203 (1982)

Experience

CLEAR CREEK ASSOCIATES, PHOENIX, ARIZONA; 1999 TO PRESENT

Barbara joined Clear Creek Associates in November 1999. Her areas of specialization include environmental geology, water resource evaluations, and environmental compliance. On-going and recently completed projects include the 52nd Street Superfund Site groundwater investigations and cleanup, Motorola 56th Street on-going groundwater investigations, Motorola Mesa on-going groundwater evaluations, a Phase I Environmental Site Assessment (ESA) for a major property (confidential client and location) in west-central Arizona, BLM TriCounty RMPA/EIS, BLM Ironwood RMPA/EIS, BLM Phoenix South RMP/EIS, McGregor Range RMPA/EIS, BLM Socorro RMPR/EIS, and assistance with miscellaneous water resource and environmental projects.

Prior to joining Clear Creek Associates, Barbara worked for Dames & Moore from 1977 to 1999. At Dames & Moore, she provided environmental geology, mineral resources, soils, paleontology, and water resources evaluations for environmental and geotechnical projects. She worked on many projects (including environmental assessments and environmental impact statements) requiring an understanding of NEPA, CERCLA, and RCRA, as well as other federal, state, and local rules and regulations. Many of these projects required coordination with and/or were under the review of various federal and state agencies. Many of these were interdisciplinary projects involving cultural resources, biological resources, public involvement, noise and air evaluations in addition to geological and hydrological studies. Many of these larger multidisciplinary projects also required a comprehensive understanding of the permitting requirements from the early investigatory or environmental feasibility study stages of the project through to completion or actual construction of the project.

Some of the projects at Clear Creek Associates and Dames & Moore are as follows:

- Motorola 52nd Street Superfund Site
- 19th Avenue Landfill Superfund Site
- Motorola 56th Street Facility
- Phase I ESA for 9000 acre parcel in western Arizona
- Coordinated 120 environmental determination (under NEPA compliance) projects for numerous highway projects throughout Arizona as part of the environmental on-call consultant contract with Arizona Department of Transportation (ADOT). Projects required coordination with U.S. Fish and Wildlife Service, Arizona Game and Fish Department, U.S. Army Corps of Engineers, Arizona State Historic

BARBARA H. MURPHY, RG, CPG

Preservation Office, Arizona Department of Agriculture, U.S. Bureau of Land Management, U.S. Forest Service, Arizona State Land Department, several Indian tribes and nations, and numerous towns and cities. Project also required preparation of 404 Permits/401 Certification and related permit applications through the U.S. Army Corps of Engineers and Arizona Department of Environmental Quality.

- Assisted with geologic and hydrogeologic analyses for Aquifer Protection Permit (APP)application for Phelps Dodge Safford District Mine in southeastern Arizona.
- Completed soils evaluation and reclamation plan preparation for proposed copper mine expansion project on BLM and Forest Service lands in southwestern New Mexico for the Little Rock Mine EIS.
- Conducted audit of 200 Phase I ESA reports for completeness for residential, commercial, and agricultural properties throughout the US for lending institution client
- Geology and soils evaluations for Central Arizona Water Control Study which included safety of dams component, provided flood control along the Salt River and storage of Central Arizona Project water in Lake Pleasant
- Environmental geology assessment for proposed copper mine in southern Arizona on U.S. Forest Service land
- Soils evaluation and reclamation plan preparation for proposed copper mine expansion project on BLM and Forest Service lands in southwestern New Mexico for the Little Rock Mine EIS.

Professional History

Assistant to Project Geologist/Environmental Scientist, Dames & Moore, Phoenix, Arizona 1977-1999

Commissioner - Arizona Oil and Gas Conservation Commission; 1990-1993

Geologist, U.S. Bureau of Land Management, Phoenix, Arizona; 1976

Teaching Assistant, Department of Geology, Arizona State University; 1975-1976

Geology Research Assistant, Los Alamos Scientific Laboratory, Los Alamos, New Mexico; summer 1975

Geology Research/Field Assistant, National Science Foundation, Nain Anorthosite Project, Labrador, Canada; summer 1974

Professional Affiliations

American Institute of Professional Geologists: Arizona Section President 1995, 1999, 2008; Arizona Section Vice President 1986; National Vice President 2003; National Advisory Board 1996, 2002, 2003, 2007; National Board committees 1997- 2000; 2005 - 2008
Arizona Geological Society
Arizona Geological Survey – Advisory Board Member, Geologic Mapping Committee
Arizona Hydrological Society – ISMAR6 Planning Committee

Publications/ Presentations

Co-author, "The Petrology of Deep-Seated Cumulate Inclusions, West Potrillo Mountains, New Mexico" in EOS Transactions, American Geophysical Union, 1975

Panelist at Panel Discussion on *Working with the Geological Community to Set Priorities for Government-Sponsored Geologic Mapping*, 2002 Joint Annual Meeting, American Institute of Professional Geologists/Association of Engineering Geologists, Reno, Nevada, September 24 – 27, 2002

Awards

American Institute of Professional Geologists, Presidential Award 1997

CLEAR CREEK ASSOCIATES

STEVEN W. CORELL, R.G.

Title

Senior Hydrogeologist

Expertise

Hydrogeology/Geology, Groundwater Modeling

Academic Background

B.A., Geology, State University of New York at Plattsburgh, 1981
NGWA - Short Course: Visual MODFLOW, Salem, Mass., 1998
U.S.G.S. Water Resources Division - Advanced Modeling of Groundwater Flow, National Training Center, Denver, Colorado, 1995
University of Arizona - Subsurface Hydrology, 1990
Arizona State University - Groundwater Hydrology, 1987

Registration

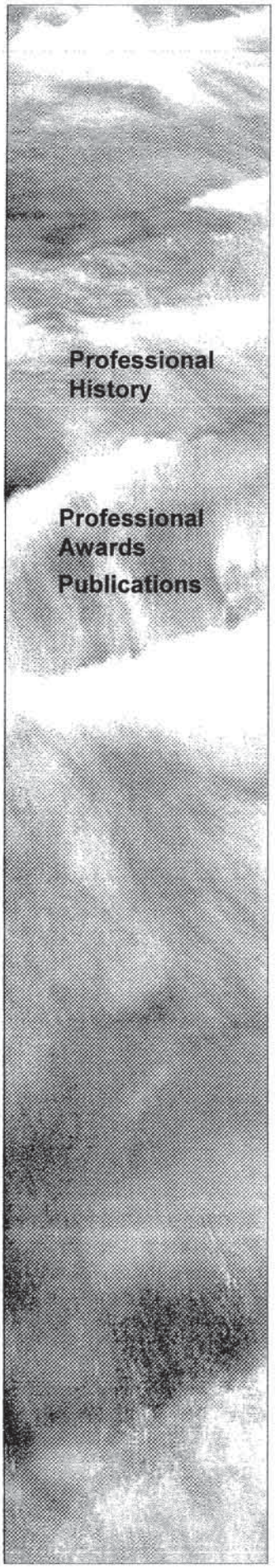
Registered Geologist: Arizona, No. 30999 (1997)

Experience

CLEAR CREEK ASSOCIATES, PHOENIX, ARIZONA; 1999 TO PRESENT

As a Senior Hydrogeologist with Clear Creek Associates, Mr. Corell is responsible for providing technical oversight of hydrogeologic projects and groundwater investigations, developing groundwater flow models to conduct regional water resources planning, and performing water-level mounding simulations for recharge projects. Significant projects include the following.

- **Groundwater Model Studies – USF & APP Permitting**
  - *Chandler Intel Recharge Facility* – groundwater mounding analysis to demonstrate additional site capacity
  - *CAWCD – Agua Fria Recharge Project*, groundwater mounding analysis in support of USF permit
  - *City of Avondale – Avondale Wetlands*, groundwater mounding analysis in support of USF permit
  - *City of Chandler - Chandler Heights Recharge Project*, groundwater mounding analysis in support of USF permit
  - *City of Chandler - Ocotillo Recharge & Recovery Facility*, groundwater mounding analysis in support of USF permit
  - *City of Chandler - Tumbleweed Recharge Facility*, groundwater mounding analysis in support of USF and APP permits
  - *City of Peoria - Beardsley Road WWTP* – groundwater mounding analysis in support of USF Permit
  - *City of Tempe – Ken McDonald Recharge Facility*, groundwater mounding analysis in support of USF Permit
  - *Surprise – Asante SPA2 WRF* – groundwater model study in support of USF and APP permits
  - *Town of Gilbert – South Recharge Facility*, groundwater mounding analysis in support of USF permit
  - *Town of Gilbert – Riparian Preserve*, groundwater mounding analysis in support of USF permit
  - *Johnson Utilities – Anthem @ Merrill Ranch WRP* - groundwater model study in support of APP permit
  - *Johnson Utilities – Copper Basin WRP* - groundwater model study in support of APP permit
  - *Johnson Utilities – Section 11 WWTP* - groundwater model study in support of APP permit



Professional History

Professional Awards

Publications

CLEAR CREEK ASSOCIATES

STEVEN W. CORELL, R.G.

- **Vadose Zone Recharge Well Installation**
  - *City of Scottsdale Water Campus* – construction oversight vadose zone well installation and testing
  - *City of Chandler Tumbleweed Recharge Facility* – construction oversight vadose zone well installation

Hydrogeologist, Bookman-Edmonston Engineering, Inc., Phoenix, Arizona; 1999
Hydrogeologist, Hydrosystems, Inc., Tempe, Arizona; 1997 to 1998
Hydrologist, Arizona Department of Water Resources, Phoenix, Arizona; 1988 to 1996
Geologist, Envirogas Inc., Mayville, New York; 1982 to 1987
Hydrocarbon Well Analyst, Continental Labs, Inc., Denver, Colorado; 1981

Governors Recognition Award - Salt River Groundwater Modeling Team, 1994

Corell, S.W., Putman, F.P., Lovvik, D., and Corkhill, E.F., 1996; A GroundwaterFlow Model of the Sierra Vista Subwatershed of the Upper San Pedro Basin - Southeastern Arizona, ADWR Modeling Report No. 10.

Corell, S.W., and Corkhill, E.F., 1994. A Regional Groundwater Flow Model of the Salt River Valley-Phase II, Phoenix AMA, Numerical Model, Calibration, & Recommendations. ADWR Modeling Report No. 8.

Corkhill, E.F., **Corell, S.W**., Hill, B.M., and Carr, D.A., 1993. A Regional Groundwater Flow Model of the Salt River Valley - Phase I, Phoenix AMA, Hydrogeologic Framework and Basic Data Report. ADWR Modeling Report No.6.

Corell, S.W., 1992. Groundwater Flow and Contaminant Transport Model - Central Phoenix, Maricopa County, Arizona. ADWR Modeling Report No. 3.

Corell, S.W., Presentation 2002. "Expanded West Salt River Valley Groundwater Flow Model and its Application to the City of Peoria" – presented at the Arizona Hydrological Society's Symposium 2002.

CLEAR CREEK ASSOCIATES

DAVID J. WRZOSEK

Title

Sr. Project Hydrogeologist

Expertise

Well Evaluation and Rehabilitation
Agricultural-Municipal Well Conversion
Well Impact and Siting Analysis
Project Management of Well Installations
Soil and groundwater investigations, and remediation
Phase I, II and III Environmental Site Assessments

Academic Background

B.S. in Environmental Science- Applied Geology Emphasis, Northern Arizona University, Flagstaff, Arizona 1995

Registrations

Registered Geologist, Arizona Registration No. 45434
Registered Environmental Assessor, California EPA Registration No. 07720

Training

Current Hazardous Waste Operations and Emergency Response (OSHA 29 CFR 1910.120 & GISO 5192), and subsequent refresher courses.

First Aid and CPR

Experience

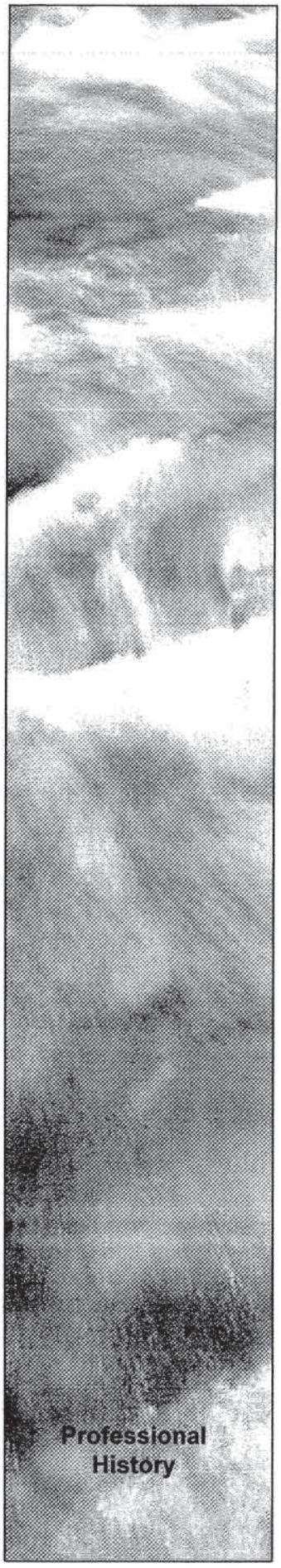
Clear Creek Associates, Phoenix, Arizona; April 2002 to Present

Mr. Wrzosek joined Clear Creek Associates in April 2002. Mr. Wrzosek is senior project level geologist with twelve years of professional consulting experience. Mr. Wrzosek has managed and participated in numerous well rehabilitation evaluations, ASR and municipal well installations, exploratory boring drilling and testing, and production well evaluations. Mr. Wrzosek is also proficient in (conducted and managed) soils and groundwater investigations, soil and groundwater remedial activities, and environmental site assessments. Mr. Wrzosek has worked on groundwater issues throughout the southwest. Prior to joining Clear Creek Associates in April 2002, he served as an environmental geoscientist for Tetra Tech Inc., and a project-managing scientist for Harding Lawson Associates (a Mactec Company).

Representative projects include:

- Conducted well rehabilitation analysis (agricultural to municipal supply well conversion) on several dozen wells in the Global Water- Santa Cruz Water Company service area in Pinal County, Arizona. These analyses included consideration of arsenic, nitrate, and fluoride concentrations, as they relate to the screened aquifer production profile (flow profiling and interval sampling), and the potential to reduce concentrations through structural rehabilitation and/or flow alteration. Other factors considered for these analyses included well as production capability, structural integrity, and construction deficiencies.

- Conducted well rehabilitation analysis on 10 wells in the City of Mesa. These analyses included consideration of arsenic concentrations, as they



relate to the screened aquifer production profile and the potential to reduce concentrations through structural rehabilitation and/or flow alteration.

- Conducted nitrate rehabilitation analysis on 3 wells in the City of Chandler.
- Project manger of the installation of two municipal recovery wells associated with the Sundog Water Reclamation Facility for the City of Prescott, Arizona.
- Project manager of the installation of a three new municipal supply wells for the City of Mesa.
- Project manger of the installation of a new municipal supply well for the City of Buckeye, Arizona.
- Coordination and oversight of aquifer storage and recovery well drilling, installation, development, and testing for the City of Chandler, Arizona Tumbleweed Recharge project.
- Coordination and oversight of production well drilling, installation, development, and testing for the Harquahala Generating Station in Harquahala Valley, Arizona.
- Project management and field oversight of the EB-140 exploratory boring analysis for a future ASR well site for the City of Scottsdale, Arizona.
- Project management of the ASR Well #140, and two deep monitor wells for the City of Scottsdale, Arizona.
- Project management and field oversight for Exploratory Boring -330 for a future well site for DMB within the City of Scottsdale, Arizona.
- Geologist during a RI/FS at Camp Navajo, Bellemonte, Arizona. Duties on this project included sampling and monitoring of different media at approximately 50 different sites during a base wide investigation. Sample media included surface soil, subsurface soil, surface water, groundwater, lake sediment, soil gas, concrete, and wood. Participated in two pilot studies to remediate hydrocarbon contaminated soil. Conducted visual site inspections as part of site assessment surveys. Conducted lithologic logging from drill cores and field mapping. Assisted in seismic surveys, monitoring well installation and development. Collected samples for laboratory analysis of TNT and PCBs in soil.

Environmental Geoscientist, Tetra Tech Inc., San Francisco, California; May 1995 – May 1997

Environmental Geoscientist, Harding Lawson Associates, Phoenix, Arizona; June 1997 – April 2002

CLEAR CREEK ASSOCIATES

DAVID B. GILES

Title

Project Geoscientist

Expertise

Phase I and II Environmental Site Assessments
UST removals, soil and groundwater investigations
RCRA Groundwater and Soil Investigations
Monitor, production, injection, vapor and dual extraction well design and installation
Project budget development and implementation
Project management

Academic Background

B.S. General Studies, Northern Arizona University, 1990
Masters of Business Administration, University of Phoenix, 2001

Certifications

The Princeton Course – Groundwater Pollution and Hydrology
OSHA 40-hr Hazardous Waste Operations (HAZWOPER) Training
OSHA 8-hr Supervisor Training
8-Hour Level "B" Operations Training
8-Hour Unexploded Ordinance and Chemical Weapons Training
8-Hour Confined Space Training
EPA Approved AHERA Asbestos Contractor/Supervisor
16-Hour Mine Safety and Health Administration Safety Training

Experience

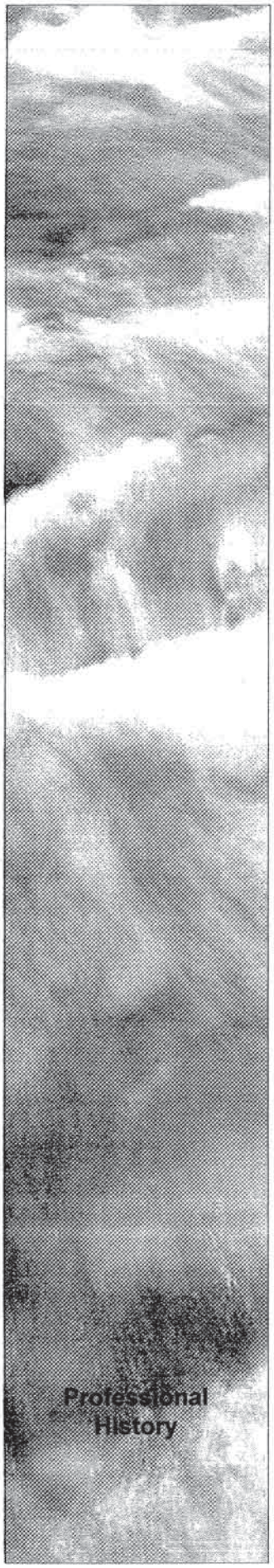
CLEAR CREEK ASSOCIATES, PHOENIX, AZ; JULY 2000 TO PRESENT

Dave Giles is experienced in a variety of environmental investigations and UST removal projects. Dave provides project estimating, field management, groundwater and soil sampling and analysis, and has strong reporting skills for these projects. He has eleven years of seasoned field knowledge in groundwater, soils, and air monitoring. He is recognized as a hands-on, proactive troubleshooter, who can rapidly identify problems, calculate options, initiate changes and accomplish established goals on time and on budget. Prior to joining Clear Creek Associates in July 2000, Dave provided consulting services for ERM Southwest, and Harding Lawson Associates.

Representative projects include:

- Field Manager for the Terminal 4 Rental Car Service Facility Decommissioning and UST Removal Project for Sky Harbor International Airport. Work included coordination with multiple subcontractors and airport departments during demolition and restoration activities, field inspection and approvals, environmental sampling and agency reporting.

- Project Manager of a 2.5 million dollar per year alliance contract for onsite supplemental environmental services at a west Texas oil refinery. Duties included RCRA and State compliance programs, budget management, OSHA compliance, HR management and strategic planning.



CLEAR CREEK ASSOCIATES

DAVID B. GILES

- Conducted numerous Phase I and II investigations. Work was conducted at gasoline service stations, dry cleaners, electrical substations, and paint dealers. Project related activities for these tasks essentially involved site assessment, agency document review, database review, field activities, and report preparation. Phase II activities generally involved drilling, excavating, or soil gas survey techniques to assess potential vertical and lateral impacts to soil and groundwater. Clients: Unocal, Chevron, Prestige Cleaners, Sherwin Williams, and Arizona Public Service Company.

- Field supervisor of remedial investigation and feasibility study (RI/FS) involving a 40 square mile inland range used by U.S. Army for weapons/artillery practice. Investigation centered on quantities of unexploded ordinance and explosive wastes present in the site area. Client: U.S. Army.

- Field supervisor of landfill closure investigation of out-of-service solid waste landfills at the North and South Rims of the Grand Canyon National Park.

- Field supervisor of numerous drilling operations, using Auger, Rotosonic, Air Rotary Casing Hammer (A.R.C.H.), ODEX, Reverse Circulation with Percussion Hammer, Reverse Flood and Mud Rotary. Clients: U.S. Army, GE Plastics, Arizona Public Service Company, Union Oil Company of California, Chevron U.S.A. Products Corporation.

- Field supervisor of numerous groundwater investigations under various federal and state regulation standards. Duties included quarterly groundwater sampling, weekly to monthly groundwater measurements, contour mapping, and reporting. Clients: Union Oil Company of California, U.S. Army, Major Chemical Distributor, and Arizona Public Service Company.

- Assisted in the preparation of Aquifer Protection Permits for two Aquifer Storage and Recovery Projects for Carrollo Engineers at locations in the City of Chandler, Arizona.

- Assisted in the NPDES permit process necessary for the discharges associated with well installation, development, and testing for a west valley industrial client.

- Installation and testing of two Aquifer Storage and Recovery wells for Carrollo Engineers in Chandler, Arizona.

Project Manager, ERM Southwest, El Paso, Texas; 1999-2000

Program Manager, Harding Lawson Associates, Phoenix, Arizona and El Paso, Texas; 1991-1999

CLEAR CREEK ASSOCIATES

MATTHEW W. FRAILEY

Title

Project Hydrologist

Expertise

Geology/Hydrogeology
Design and Construction Inspection of Water Supply Wells

Academic Background

B.S., Physical Science, Northern Arizona University, 2001

Training

40-Hour OSHA Course - Hazardous Waste Site Health and Safety Training and associated refresher courses
24-Hour MSHA Training - Mine Safety and Operations Training and associated refresher courses

Experience

Clear Creek Associates, Phoenix, Arizona; October 2004 To Present

Mr. Frailey joined Clear Creek Associates in October 2004. His areas of specialization include hydrogeology, well installation and development, hydrologic testing, data analysis, and report preparation. On-going and recently completed projects include:

- **Liberty Park Development Well Installations, Maricopa County, Arizona**
- **Surprise Pointe Development Well Installation, Surprise, Arizona**
- **Municipal Water Supply Well Installation, Gilbert, Arizona**
- **Rehabilitation Evaluation of Two Existing Municipal Wells, Phoenix, Arizona**
- **Rehabilitation Evaluation of Two Existing Municipal Wells, Bernalillo, New Mexico**
- **Oversight of Monitoring Well Installations for the Beardsley Road Water Reclamation Facility, Peoria, Arizona**
- **Vistancia Development Well Installations, West Salt River Valley, Arizona**
- **Oversight of Tumbleweed Aquifer Storage and Recovery Wells, Chandler, Arizona**
- **Oversight of Valencia Water Company Water Supply Well Installations, Buckeye, Arizona**
- **Oversight of Cypress-Tohono Mine Leach Pad Injection Well Installations, Tohono O'odham Nation, Arizona**

MATTHEW W. FRAILEY

- **Groundwater Sampling - Motorola 52nd Street Site, Phoenix, Arizona**
- **Groundwater Sampling - Motorola 56th Street Site, Phoenix, Arizona**
- **Sierra Montana Development Water Supply Well Installation, Surprise, Arizona**

Arizona Department Of Water Resources, Phoenix, Arizona

April 2004 To October 2004

Prior to joining Clear Creek Associates, Mr. Frailey was part of the Water Management Division of the Department of Water Resources. His responsibilities included assisting the public with queries regarding well information, as well as administrating information input and collation for the data bases used for the queries.

Awards and Recognitions

Robert S. Dietz Summer Field Camp Scholarship, 2002
Served on the Board of Directors for the Arizona Hydrological Society- Phoenix Chapter, 2004

Professional Affiliations

Arizona Hydrological Society

CLEAR CREEK ASSOCIATES

Geno J. Mammini

Title

Project Hydrologist

Expertise

Well Impact and Siting Analysis
Project Management and oversight of Well Installations
Soil and groundwater investigations, and remediation
Phase I, II and III Environmental Site Assessments

Academic Background

B.S. in Geology, California State University- Sonoma
Rohnert Park, California- 2000

Registrations

Certified Environmental Manager No. 1939, Nevada Department of Environmental Protection

Training

Current Hazardous Waste Operations and Emergency Response (OSHA 29 CFR 1910.120 & GISO 5192), and subsequent refresher courses.
OSHA 8-hr Supervisor Training

First Aid and CPR

Experience

Clear Creek Associates, Phoenix, Arizona; June 2006 to Present

Mr. Mammini joined Clear Creek Associates in June 2006. Mr. Mammini is a project level hydrologist with over seven years of professional consulting experience. Mr. Mammini has managed and participated in numerous municipal well installations, exploratory boring drilling and testing, and production well evaluations. Mr. Mammini is also proficient in (conducted and managed) soils and groundwater investigations, soil and groundwater remedial activities, and environmental site assessments. Mr. Mammini has worked on groundwater issues throughout the southwest. Prior to joining Clear Creek Associates in June 2006, he served as a Project Geologist for Miller Brooks Environmental, Inc., a Staff Geologist for Kleinfelder, and a Staff Geologist for Cambria Environmental Technology, Inc.

Representative projects include:

- Project manager of the installation of two new municipal supply wells for the City of Mesa.
- Project manager of the installation of two new aquifer storage and recovery (ASR) wells for the City of Chandler.
- Project manger of compliance soil, groundwater, and wastewater sampling activities for Abbott Laboratories/Ross Products Division, Casa Grande, Arizona.
- Coordination and oversight of monitor well drilling, installation, development, and sampling for Romic Environmental Technologies,

Professional History

Chandler, Arizona.

- Coordination and oversight of site characterization and cleanup activities including building demolition, debris removal, hazardous waste segregation and disposal for Pulte Homes Inc. in Wickenburg, Arizona.

- Coordination and oversight of lead impacted soil remediation activities conducted at the Sienna Hills property for Pulte Homes Inc. located in Buckeye, Arizona.

- Coordination and oversight of production well drilling, installation, development, and testing of multiple wells for Pulte Homes Inc. Projects included Sun Valley and White Tank Foothills located in Maricopa County, Arizona.

- Coordination and oversight of production well drilling, installation, development, and testing for Meritage Homes, Inc. located in Goodyear, Arizona.

- Coordination and oversight of production well drilling, installation, development, and testing for the Buckeye MC85 Water Group in Buckeye, Arizona.

- Coordination and oversight of the installation of one municipal well for the City of Prescott, Arizona.

- Coordination, oversight, and lithologic logging of geotechnical drilling investigations throughout Arizona. Clients included Costco Wholesale Corporation and Walmart Stores Inc.

- Onsite geologist during multiple service station investigations throughout Arizona, California, and Nevada. Conducted potential vapor receptor surveys and sensitive receptor/well surveys. Oversight and lithologic logging during the installation of monitor wells and soil borings. Soil, water, and vapor sampling. Oversight of tank and product line excavations. Data evaluation and report writing. Clients included Shell Oil Products US, Exxon/Mobil Oil Corporation, Arizona Department of Environmental Quality, and Sonoma Fire Department.

Project Geologist, Miller Brooks Environmental, Inc., Phoenix, Arizona; March 2005 – May 2006

Staff Geologist, Kleinfelder, Inc., Phoenix, Arizona; August 2004 – March 2005

Staff Geologist, Cambria Environmental Technology, Inc., Sonoma, California; August 2000 – July 2004

CLEAR CREEK ASSOCIATES

Wayne M. Feller, P.E.

Title

Project Environmental Engineer

Expertise

Well Evaluation and Rehabilitation
Well Impact and Siting Analysis – ADWR Permitting
Aquifer Testing Analysis
Water Supply Well Installation Oversight
Soil and Groundwater Investigations, Pilot testing, and Remediation

Academic Background

B.S., Environmental Science, Applied Mathematics Emphasis
Northern Arizona University, 1994
Contaminant Transport in Groundwater, University of California – Berkley, 1994

Registration

Registered Professional Engineer (Environmental): Arizona (2005) No. 42803

Training

OSHA 40-Hour HAZWOPER
Supervisory Hazardous Materials/Waste Health and Safety course
First Aid and CPR

Experience

Clear Creek Associates, Phoenix, Arizona; May 2005 to present

Mr. Feller joined Clear Creek Associates in May 2005. Mr. Feller is Senior Project level hydrologist with over 12 years of professional consulting experience. Mr. Feller has managed and participated in several well rehabilitation evaluations, water supply well installations, exploratory boring drilling and testing, and production well evaluations. Mr. Feller is also proficient in performing environmental site assessments, characterizations, and environmental remediation on projects throughout the Southwest. Prior to joining Clear Creek Associates, Mr. Feller served as a project-managing scientist for Kleinfelder and a staff scientist for Harding Lawson Associates and Tetra Tech, Inc.

Representative projects that illustrate water resources and environmental experience are categorized below:

Water Resources

- Mr. Feller has assisted in preparing several Well Spacing-Well Impact Investigations to obtain permits for production wells in the Phoenix and Pinal Active Management Areas. These investigations involved the utilization of specialized computer models and spreadsheets to perform mounding and drawdown analyses. Mr. Feller also assisted in completing the required permit application forms for the wells.

- Conducted well rehabilitation analysis on several wells for a municipality in Southern California. These analyses included consideration of nitrate and perchlorate concentrations, as they relate to the screened aquifer production profile (flow profiling and interval sampling), and the potential to reduce concentrations through structural rehabilitation and/or flow alteration. Other

factors considered for these analyses included production capability, structural integrity, and construction deficiencies.

- Conducted well rehabilitation analyses for several production wells in Mesa, Arizona and in the Arizona Water Company service area. These analyses included consideration of arsenic, nitrate, and fluoride concentrations, as they relate to the screened aquifer production profile (flow profiling and interval sampling), and the potential to reduce concentrations through structural rehabilitation and/or flow alteration. Other factors considered for these analyses included production capability, structural integrity, and construction deficiencies.

- Project Manager of the installation of two water supply wells associated with a residential development in Buckeye, Arizona. Work included well impact analysis, discharge permitting, and construction in accordance with developing Town of Buckeye standards.

- Project Manager for the installation of a new water supply well for the Palo Verde Nuclear Generating Station in Wintersburg, Arizona.

- Participation and oversight of aquifer testing and analysis for several tests conducted at water supply wells.

Environmental

- *Confidential Client, Phoenix, Arizona.* Several sub-site investigations at an existing commercial property proposed for redevelopment in Phoenix. Preliminary work involved the review of historical documents such as city directories and aerial photographs to identify potential sources of contamination. Intrusive work involved a passive soil gas survey, drilling activities at a former dry cleaners and service station, drywell sediment sampling and execution of a clean closure with ADEQ

- *Arizona Public Service - Buckeye.* Conducted site characterization and continued remediation activities for soils and groundwater impacted by a former above ground storage tank fuel system in coordination with the Arizona Department of Environmental Quality Voluntary Remediation Program.

- *ExxonMobil Refining and Supply Company.* Environmental project manager for a new to industry Mobil Retail station to occupy a current LUST site associated with a former corner service station. Negotiated with ADEQ and the City of Chandler to establish the role of Mobil as a volunteer remediator at the site. Coordinated with the architect, developer, and general contractor to incorporate piping plans into the final construction plans for the facility to initiate active remediation.

Wayne M. Feller, P.E.

- *Major Home Builder.* Characterized the extent of lead impacted soils at a former wildcat shooting range at planned residential development. Developed remedial action plan and contract documents for stabilization, excavation and disposal of the lead impacted soils. Provided oversight, confirmation sampling services, and prepared remediation summary report.

- *City of Phoenix Aviation Department.* Performed limited Phase II investigations at sites associated with the expansion and construction at Phoenix Sky Harbor International Airport. Investigations were associated with historical influent versus structural integrity of dry wells, oil/water separators, and drain systems.

- *Orphan UST Site* - Acquired permits, scheduled, and performed UST removal services for an orphan UST system located within the proposed right of way boundary of a redevelopment project. Prepared UST closure report for the ADEQ.

- *City of Phoenix-Steele Indian School Park Helicopter Crash Sites.* Provided additional confirmation sampling for the initial excavations at the points of impact for the Channel 3 and Channel 15 helicopters that crashed during August 2007 at the Steele Indian School Park property. Work involved the collection of confirmation samples for analysis of PAHs, metals, TPH and VOCs. Clear Creek oversaw the removal of additional soil, and collected additional confirmation samples. Remediation activities were summarized and documented.

- *ADEQ Shannon Road Rillito Creek WQARF Site.* Prepared the work plan and conducted an expansive passive soil gas survey using GORE SORBER™ modules at a State of Arizona Superfund site.

- *ADEQ 7th Street and Arizona WQARF Site.* Reviewed historical sources of information to evaluate potential contributors of contamination to groundwater near downtown Tucson. Compiled and prepared an interim remedial action report inclusive of several years of groundwater monitoring data.

- *TCW Land Fund I Holding Company.* Managed the abandonment and relocation of monitoring wells associated with a LUST site from private property to the adjacent City of Phoenix Right of Way in downtown Phoenix. Work included the preparation of plans to acquire a construction permit with Development Services. Also, coordination with the Streets Department was conducted to approve a unique barricading plan that included double lane closures and the construction of a temporary sidewalk to reroute pedestrians to a nearby bus stop in accordance with ADA requirements.

CLEAR CREEK ASSOCIATES

BARRETT W. HALTERMAN

Title

Project Hydrologist
Field Equipment Manager

Registration

Geologist in Training, Arizona In-training Registration # 09749

Expertise

Geology/Hydrogeology

Academic Background

B.S., Geological Sciences, Arizona State University, 2003
A.A., General Business and Information Systems, BYU Idaho, 2000

Training

24-Hour MSHA Course - Mine Safety and Operations Training and associated refresher courses
40-Hour OSHA Course - Hazardous Waste Site Health and Safety Training and associated refresher courses

Experience

CLEAR CREEK ASSOCIATES, PHOENIX, ARIZONA; SEPTEMBER 2003 TO PRESENT

Mr. Barry Halterman joined Clear Creek Associates in September 2003. His areas of specialization include the coordination and management of projects relating to hydrogeology, water well permitting, water well installation and development, groundwater sampling, exploratory boring analysis, environmental site investigation including groundwater and soil sampling, data analysis, report preparation, and field equipment management. Mr. Halterman's professional background at Clear Creek Associates includes numerous groundwater investigation and municipal water production projects throughout the state of Arizona. His educational background includes an associate's degree in business and information systems, and a bachelor's degree in geological sciences.

GROUNDWATER DEVELOPMENT AND INVESTIGATIONS

- Sierra Montana Development Water Supply Well Installations, Surprise, Arizona
- Asante Development Well Drilling, Testing and Analysis, Surprise, Arizona
- Asante Development Exploratory Boring Drilling, Testing, and Analysis, Surprise, Arizona
- Municipal Water Supply Wells Drilling, Testing, and Analysis, Surprise, Arizona (Sierra Verde, Litchfield Manor, Marley Park)
- Valencia Water Company Water Supply Wells Drilling and Testing, Buckeye, Arizona

BARRETT W. HALTERMAN

- Tumbleweed Aquifer Storage and Recovery Wells Drilling, Development and Testing, Chandler, Arizona
- Comparative Data Analysis of Tumbleweed Aquifer Storage and Recovery Wells, Chandler, Arizona
- Municipal Water Supply Well Testing and Analysis, Avondale, Arizona
- Municipal Water Supply Well Testing and Analysis, Yuma, Arizona
- Exploration Wells Drilling, Installation, Development, and Testing, Buckeye, Arizona
- Aquifer Testing and Analysis, Queen Creek, Arizona
- Well Impact and Siting Investigation and Study, West Salt River Valley
- Exploration Wells Drilling, Installation, Development, and Testing, Sun Valley, Arizona
- Sun Valley Development Water Supply Well Drilling, Installation, Development, and Testing, Sun Valley, Arizona
- Ajo Water Company Water Supply Wells Drilling, Installation, and Testing, Ajo, Arizona
- Municipal Water Supply Well Drilling and Installation, Show Low, Arizona
- Exploration wells Drilling, Installation, Development, Testing, and Sampling, Detrital Valley (Kingman), Arizona
- Municipal Water Supply Wells Drilling, Installation, and Testing, Tolleson, Arizona
- Municipal Water Supply Wells Drilling, Installation, and Testing, Buckeye, Arizona
- Groundwater Exploratory Boring and Analysis, Goodyear, Arizona
- Municipal Water Supply Wells Drilling, Installation, and Testing, Prescott, Arizona
- Private Water Supply Wells Drilling, Installation, and Testing, Bullhead City, Arizona

ENVIRONMENTAL INVESTIGATIONS

- Motorola 52nd Street Site, Groundwater Sampling, Phoenix, Arizona
- Motorola 56th Street Site, Groundwater Sampling, Monitor Wells Drilling, Installation, Testing, and Sampling, Phoenix, Arizona
- Motorola Mesa, Broadway Rd. and Dobson Rd. Location; Monitor Wells Drilling, Installation, Testing, and Sampling, Mesa, Arizona
- Multiple Phase I Environmental Site Assessments, Phoenix, Arizona

CLEAR CREEK ASSOCIATES

BARRETT W. HALTERMAN

- Phase I Environmental Site Assessment, Yuma, Arizona
- Phase I Environmental Site Assessment, Surprise, Arizona

MINING INVESTIGATIONS

- Cypress-Tohono Mine Monitor Wells Testing, Sampling, Tohono O'odham Nation, Arizona
- Cypress-Tohono Mine Monitor Wells Drilling, Installation, Testing, Sampling, Tohono O'odham Nation, Arizona
- Cypress-Tohono Mine Aquifer Testing and Analysis
- Cypress-Tohono Mine Leach Pad Injection Wells Drilling, Installation, Tohono O'odham Nation, Arizona
- Phelps Dodge Safford Mine Monitor Wells Drilling, Installation, Testing, Safford, Arizona

Internships

Arizona Department of Environmental Quality, Spring 2003
Kleinfelder and Associates, Summer 2003
Clear Creek Associates, Fall 2003

Awards and Recognitions

Arizona Hydrological Society Herman Bouwer Scholarship, 2003
Robert S. Dietz Scholarship, Arizona State University, 2002

Professional Affiliations

Arizona Hydrological Society

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, P.L.C.

[Scope of Work]

See following pages.

Scope of Work
Hydrogeologic Services
City Well No. 25 Additional Testing and Analysis
City of Avondale, Arizona

Clear Creek Associates is pleased to provide this Scope of Work for hydrogeologic services in support of the additional testing and impact analysis of the City of Avondale Well No. 25 in Avondale, Arizona. The Well 25 site location is approximately one half mile west of El Mirage Road, and approximately 50 feet south of Van Buren Street in Avondale, Arizona. The legal location of the well is the northwest quarter (10 acre) of the northeast quarter (40 acre) of the northeast quarter (160 acre) of section 11, Township 1 North, Range 1 West (B(1-1)11 AAB). Well 25 has been assigned the Arizona Department of Water Resources (ADWR) registration number 55-217001. This Scope of Work has been developed based on our previous experience with similar projects, conversations with city officials, and our understanding of the new phase of project objectives for the well.

Task 1.0 Discharge and Afterhours Permitting Services

Clear Creek Associates will prepare and submit to the Arizona Department of Environmental Quality (ADEQ) an Arizona Pollution Discharge Elimination System (AZPDES) Notice of Intent (NOI) for a de minimis discharge permit to be able to pump the aquifer test water to the Agua Fria River adjacent to the site. This option results is a longer discharge run, but will avoid any further discharge and erosion issues in the landscaped wash owned by the nearby home owners association. The AZPDES permit application will include figures of the proposed discharge location and flow route, a Best Management Practices Plan (BMPP), and supporting water quality data collected during past test events. During the aquifer testing, volumes, dates, conductivity, temperature, pH, and relative turbidity will be recorded in the field. Due to the proposed volume and duration of the discharge, daily samples (7 assumed) will also be collected and submitted to an Arizona certified laboratory for analysis of oil and grease. Upon completion of the aquifer testing and receipt of the water quality analytical results, a Notice of Termination (NOT) including discharge monitoring report, will be completed and filed with ADEQ.

Clear Creek Associates will also fill out and submit City of Avondale afterhours work permit to be able to operate the test engine 24-hours per day. Because this is a project being conducted for the City of Avondale, it is assumed that a minimal effort will be required to obtain this permit and any supporting justification needed to obtain it will be handled internally within the City of Avondale. This proposal does include the required application fee ($100).

Task 2.0 Video and Spinner Logging, Extended Aquifer, Test and Sampling

Clear Creek Associates will subcontract a geophysical logging company to perform a video log and conduct both static and dynamic spinner logging on the well. Prior to conducting the aquifer testing, a video log will be performed to investigate the post rehabilitation well condition. The video log will allow the visual verification of perforation size, depths, penetration, and cement grout seal emplaced during the rehabilitation effort.

A static spinner log will also be conducted on the well prior to conducting the additional aquifer testing. A static spinner log consists of running a tool up and down the inside casing of the well, and based on the differing spin rates, vertical water movement within the well (gradients) can be measured. Where wells have even a slight downward vertical gradient, a large volume of water can move from one portion of an aquifer to another when a well sits idle for extended periods. Although no static data currently exists for this well, the higher than expected nitrate concentrations observed after the rehabilitation attempt are consistent with cross communication (from the high nitrate upper aquifer to the lower aquifer). In order to remove cross communicated water from the lower aquifer and evaluate true pumping water quality conditions, as well as collect additional drawdown data for well impact analysis purposes, an extended seven day aquifer test is being proposed. Clear Creek Associates will subcontract and coordinate with the selected pump company to install and operate a test pump in the well. The pump contractor will provide the test engine, motor, discharge piping, sound reduction panels, and ancillary equipment for testing.

Scope of Work
Hydrogeologic Services
City Well No. 25 Additional Testing and Analysis
City of Avondale, Arizona

To investigate the effectiveness of the well rehabilitation, Clear Creek Associates proposes conducting dynamic spinner log flow profiling. Approximately two or three hours into the aquifer test, or when the water level has stabilized, dynamic spinner logging will be conducted. The dynamic spinner logging consists of running the spinner log tool downward against the flow of the water to the pump intake. Three down runs are performed at different speeds and the rates at which the spinner tool spin are digitally recorded. A profile of where the water coming into the well is calculated from the spinner log data. The post rehabilitation flow profile will be compared to the original flow profile.

It is estimated that the first 24-hours of the aquifer test will consist of three separate 8-hour "steps" (different pump rates), starting low (approximately 1,300 gpm) and ending with a higher rate (approximately 2,000 gpm) to evaluate at which rate to sustain for the remainder of the test. Groundwater samples will be collected throughout the aquifer test for arsenic, nitrate, and total dissolved solids analysis. It is assumed that a total of eight samples will be collected at the 12-hour and 24-hour points in the test, and every 24-hour period thereafter until the conclusion of the test. Although a full seven day aquifer test is being proposed, the daily water quality samples will be requested on an expedited turn around time (24-hours if possible) to evaluate the concentrations during the test. Should the concentrations trends of nitrate and TDS reach acceptable levels at any time prior to the proposed total duration of the test, the data will be evaluated and the test may be terminated to minimize cost. For cost estimation purposes it is assumed that Clear Creek Associates staff will be onsite for approximately 8 hours a day to monitor the discharge, record pH, specific conductance, temperature, and sand content, and collect the daily samples (both for quality samples and the required AZPDES oil and grease sample) to be delivered to the analytical laboratory. An additional three hours have been assumed for travel to and from the site, and to the analytical laboratory after sample collection. The Arizona-certified analytical laboratory will be subcontracted directly by Clear Creek Associates. The pump contractor technician will be onsite at all times during the test to ensure

the safety of the public, the security of the site, and to collect water level data in the absence of Clear Creek Associates staff.

Task 3.0 Informal Impact Analysis

Clear Creek Associates will generate a well inventory map of wells within a three mile radius of Well 25 from ADWR records. Upon completion of the aquifer testing, the drawdown and recovery data will be analyzed and the hydraulic conductivity and transmissivity of the aquifer will be estimated. Different well impact radius scenarios (using different pumping rates) will be generated using these aquifer parameters. If the results of this analysis are favorable, a formal impact report will be generated (Task 3.1).

Task 3.1 (Optional) Well Impact Analysis Report

Should the findings of the informal well impact analysis (Task 3) indicate that the aquifer conditions present at the Well 25 site are favorable enough to warrant additional legal capacity at the well, Clear Creek Associates will prepare a formal Well Impact Report in support of an application for the legal capacity increase. ADWR requires a Well Impact/Well Spacing Report to demonstrate the extent of the 5-year 10 foot drawdown associated with pumping the well if additional capacity is desired. As part of the report, Clear Creek will develop a well inventory map showing the locations of all registered wells within a 3-mile radius of Well 25. Clear Creek will also incorporate either THWells groundwater modeling software or a Theis Drawdown Analysis to depict the projected drawdown in the local aquifer over the 5 year period as required by ADWR. As with past applications, ADWR may request a meeting to discuss the application, and/or request additional information prior to approval. Clear Creek Associates has assumed that 2 hours of each Principal Hydrogeologist and Senior Project Hydrogeologist time will cover such requests. This time has been included in the Task 5 – Project Management and Meetings.

Scope of Work
Hydrogeologic Services
City Well No. 25 Additional Testing and Analysis
City of Avondale, Arizona

Task 4.0 Summary Report

Upon completion of the project, a summary report will be generated detailing the entire project including, but not limited to, the well modification, permitting, aquifer testing, new source sampling, additional testing, discharge permitting, aquifer testing, nitrate, arsenic and TDS concentration analysis, and well impact analysis details. One hard copy of the draft report and two hard copies of the final report will be provided. An electronic version of the final report will be included in the submittal, which will be in .pdf format with chapter bookmarks.

Task 5.0 Project Management and Meetings

This task includes coordinating work with the City, holding a project kickoff meeting, ADWR support from Task 3.1, and other project management activities. Clear Creek Associates has assumed that 8 hours of each Principal Hydrogeologist and Senior Project Hydrogeologist time will cover these duties.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, P.L.C.

[Estimated Level of Efforts (Hours) and Cost and Schedule of Hourly Billing Rates and Fees]

See following pages.

Estimated Level of Effort (Hours) and Cost

Video and Flow Logging, Extended Aquifer Test, Sampling, and Impact Analysis
Avondale Well No. 25

Task	Clear Creek Associates Labor & Direct Costs	Subcontractor Costs	TOTAL Labor & Cost	
			Hrs	Cost
1.0 Discharge Permitting	$ 2,414	$ 564	21	$ 2,978
2.0 Video and Spinner Logging, Extended Aquifer Test and Sampling	$ 11,724	$ 76,715	100	$ 88,439
3.0 Informal Well Impact Analysis	$ 1,765	$ -	14	$ 1,765
3.1 Well Impact Analysis Report (Optional)	$ 4,017	$ -	33	$ 4,017
4.0 Summary Report	$ 6,584	$ -	23	$ 6,584
5.0 Project Management/Meetings	$ 2,690	$ -	16	$ 2,690
PROJECT TOTAL	**$ 29,194**	**$ 77,279**	**207**	**$ 106,473**

NOTES:

A) Clear Creek Associates labor and fees will be assessed on a time-and-materials basis, in accordance with our Schedule of Fees (Attachment A).

B) Subcontractor costs include a 15% markup.

C) Task 1 includes costs for the necessary laboratory analysis for daily oil and grease discharge samples (7 samples) in accordance with the AZPDES general de minimis regulations.

D) Task 2 includes video and spinner logging, pump contractor, and expedited analytical laboratory subcontractor costs. Other direct costs include field vehicle, water quality meter, water level indicators, and misc sampling supplies.

E) Task 3.1 is considered optional based upon the findings of the informal well impact analysis. If the aquifer conditions appear favorable to increase the legal capacity of the well, a formal well impact report will be generated to support such an application to ADWR.

F) Task 4.0 assumes a combination report (of the initial phase already complete and this scope of work) will be generated.

G) Task 5.0 includes a kickoff meeting and general management (6 hours Principal and Senior Project) and support time for ADWR apllication responses (2 hours Principal and Senior Project).

Clear Creek Associates, PLC
Schedule of Hourly Billing Rates and Fees

Position	Hourly Billing Rate
Principal Hydrologist/Geologist	$168.00
Senior Hydrologist/Geologist	$150.00
Sr. Project Hydrologist/Geologist	$137.00
Project Hydrologist/Geologist	$117.00
Staff II Hydrologist/Geologist	$99.00
Staff I Hydrologist/Geologist	$84.00
Technician II	$70.00
Technician I	$60.00
Clerical	$55.00

Notes: Effective through December 31, 2010
Hourly base rate ranges are revised annually to reflect changes in the cost of doing business.
A 50% surcharge will be added to the above rates for expert testimony.

Schedule of Hourly Billing Rates and Fees (Continued)

FIELD EQUIPMENT		
Identification	**Per Day**	**Per Week**
Water Level Indicator (<500 ft)	$50	$200
Water Level Indicator (500-1000 ft)	$75	$300
Water Level Indicator (>1000 ft)	$85	$340
pH/EC/Temperature Meter	$25	$100
Bailer, Teflon or SS	$25/ea.	$25/ea.
Bailer, Disposable	$17/ea.	$17/ea.
Camera (video)	$25	$100
Camera (35-mm)	$10	$40
Cellular Telephone (local)	$10	$40
Cellular Telephone (out-of-town)	$15	$60
Computer, Field	$25	$100
Flow Meter	$30	$120
Vacuum Pump (Air Sampling)	$40	$160
GPS	$15	$60
Pressure Transducer and Data Logger	$150	$600
Additional Transducer	$50	$250
Drilling Fluid Filter Press	$12	$48
Brunton Compass	$12	$48
Chromium Test Kit	$16	$64
Distance Measuring Wheel	$6	$24
Arsenic Test Kit	$6/ea.	$6/ea.
Field Truck (100 miles included, $0.65 per mile thereafter)	$95	$380

MISCELLANEOUS EXPENSES		
Identification	**Unit**	**Unit Cost**
Black and White Photocopies	Page	$0.10
Color Photocopies	Page	$1.00
Color Printing	Page	$1.00
Automobile Mileage	Mile	Current federal rate*
Color Graphics – Bond	Square Foot	$1.45
Color Graphics – Vellum	Square Foot	$1.85
Color Graphics – Film	Square Foot	$2.85
Independent Contract Consultant	Hourly	$75.00
Subcontractor and Other Expenses		Cost plus 15%

*$0.55 per effective GSA approved rate
Effective through December 31, 2010

DEVELOPMENT SERVICES

SUBJECT:
Minor Land Division for Agua Fria del Oeste (ML-09-4)

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, Development Services Director/City Engineer (623) 333-4211

THROUGH: Charlie McClendon, City Manager

REQUEST: Approval of a Minor Land Division for Agua Fria Del Oeste

PARCEL SIZE: Approximately 4.8 acres

LOCATION: South of the southeast corner of Dysart Road and Washington Street (Exhibits A and B)

APPLICANT: Mr. Ed Reichenberg, Reichenberg & Associated Planners (602) 367-0464

OWNER: Ms. Margaret Carl, Carl Investments LLC (623) 935-1106

BACKGROUND:

The subject property is currently vacant. The 4.8 acre property was annexed on June 18, 1956 and zoned R-5 (Multifamily Residence, General). At the time of annexation, the R-5 District allowed commercial, industrial and residential uses. In 1990, the title of the R-5 District was changed to the Mobile Home Park District and the permitted uses were limited to mobile home parks and associated uses, such as recreational facilities, laundry facilities and rental offices.
In February 2007, the 1.5 acres of the subject property directly adjacent to Dysart Road were rezoned from R-5 to C-2 (Community Commercial). The C-2 District allows for retail, office, and service uses designed to serve a community wide trade area. The rezoning was in conformance with the General Plan Land Use Map, which designates the property as Commercial.

The property is currently split zoned. The 1.5 acres nearest Dysart Road remain zoned C-2 (Community Commercial). The east 3.3 acres are zoned M-H (Mobile Home Park); the R-5 District was renamed the M-H District in 2009. The current General Plan Land Use designation for the property is also split. The 1.5 acres nearest Dysart Road are designated for Commercial use; the east 3.3 acres are designated for Medium-High Density Residential (4-8 du/ac). The C-2 zoning on the front of the property is consistent with the current Commercial Land Use designation. The M-H zoning on the rear of the property is not consistent with the Medium-High Density Land Use designation.
The parcel, which is not a part of a subdivision of record, is bordered to the west by Dysart Road. The uses and current zoning of the surrounding properties are as follows:

- **NORTH:** The subject property is bordered to the north by the Cielos Patrica Subdivision, a fully developed 22 lot single-family residential subdivision zoned R1-6 (Urban Residential). A vacant and undeveloped 0.25 acre parcel zoned C-2 (Community Commercial) also borders the subject property for a length of approximately 123 feet at its northwest corner.

- **EAST:** The parcel is bordered to the east by a property zoned A-1 (General Industrial) and

developed with an industrial type building and storage yard. The user of this adjacent property is B/H Drywall, Stucco, & Painting.

- **WEST:** The two uses directly across Dysart Road from the subject parcel include a vacant and undeveloped 27 acre parcel zoned C-2 (Community Commercial) and a Housing Authority of Maricopa County apartment complex zoned M-H (Mobile Home Park).

- **SOUTH:** The property is bordered to the south by the Country West Mobile Home Park, a 8.8 acre residential development zoned M-H (Mobile Home Park), and a parcel zoned C-2 (Community Commercial) containing a vacant commercial building, formerly the Great China Restaurant.

SUMMARY OF REQUEST:

1. The applicant is requesting a minor land division to divide the property into two parcels based upon the zoning line which currently splits the parcel. The new lot line is located approximately 235 feet east of the ultimate Dysart Road right-of-way. The new parcels would be as follows:

New Parcel A will directly abut Dysart Road and have an approximate area of 1.19 acres. Parcel A represents the C-2 (Community Commercial) zoned portion of the currently split zoned single parcel.

New Parcel B will be located directly east of Parcel A and have an approximate area of 3.48 acres. Parcel B represents the M-H (Mobile Home Park) zoned portion of the currently split zoned single parcel.

2. Since Parcel B will not have direct access to a public street, the minor land division will dedicate a 25' wide easement through Parcel A to benefit Parcel B. Any future development on Parcel B will have the right to use this easement for ingress into and egress out of the site, as well as for utility service into the site.

3. Minor land division applications are typically approved administratively. However, City Council approval is required for any application which dedicates public right-of-way. In this instance, the requested minor land division is also dedicating 25' of additional public right-of-way on Dysart Road to allow for the future widening of that street to Avondale arterial standards (65' half street) should future conditions warrant additional traffic lanes. Maintenance of future landscaping installed in the right-of-way will be the responsibility of the owner of Parcel A.

PARTICIPATION:

Public notifications and public hearings are not required for minor land divisions.

PLANNING COMMISSION ACTION:

The Planning Commission does not review minor land divisions

ANALYSIS:

- The minor land division has been reviewed for accuracy and all legal descriptions are accurate.
- Split zoned parcels can create difficulties in the development process. For example, Zoning Ordinance development standards (such as setbacks) are created with the assumption that residential development will occur on separate parcels from commercial development. As such, Zoning Ordinances typically include standards which are measured from property lines. Without a property line dividing two distinct development types, certain standards such as residential buffering would no longer be applicable. To ensure all standards can be easily enforced, the minor land division proposes parcel boundaries consistent with the General Plan Land Use lines and Zoning lines.
- The minor land division is in conformance with the City of Avondale Subdivision Regulations.
- Approval of the proposed minor land division will dedicate an additional 25 feet of right-of-way

along Dysart Road. This dedication will bring the property in line with current City standards for arterial half-street right-of-way and will help to lessen the burden on the City to acquire right-of-way should a Dysart Road widening project ever be needed.
- The proposed minor land division dedicates an easement to ensure that access and utilities to the east parcel (Parcel B) are accommodated through the west parcel (Parcel A).

FINDINGS:

The proposed minor land division meets the following findings:

- It is in conformance with the General Plan.
- It is in conformance with the Zoning Ordinance.
- It is in conformance with the City's Subdivision Regulations.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the proposed minor land division subject to the following stipulations:

1. The recorded minor land division map shall be in conformance with the minor land division map date stamped March 8, 2010, except as modified by these stipulations.

2. On the mylars submitted to the City for signatures and recording, Minor Land Division Note #1 shall be revised to specify that landscaping within the Dysart Road right-of-way is to be maintained by the owner of Parcel A.

PROPOSED MOTION:

This item will be included in the consent agenda. Should the item be removed for discussion, the recommended motion is as follows: I move that the City Council accept the findings and **APPROVE** application ML-09-4, a request for approval of a minor land division for Agua Fria Del Oeste, subject to the two (2) stipulations recommended by staff.

ATTACHMENTS:

Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photograph
- Exhibit C - Summary of Related Facts
- Exhibit D - Proposed Minor Land Division Map

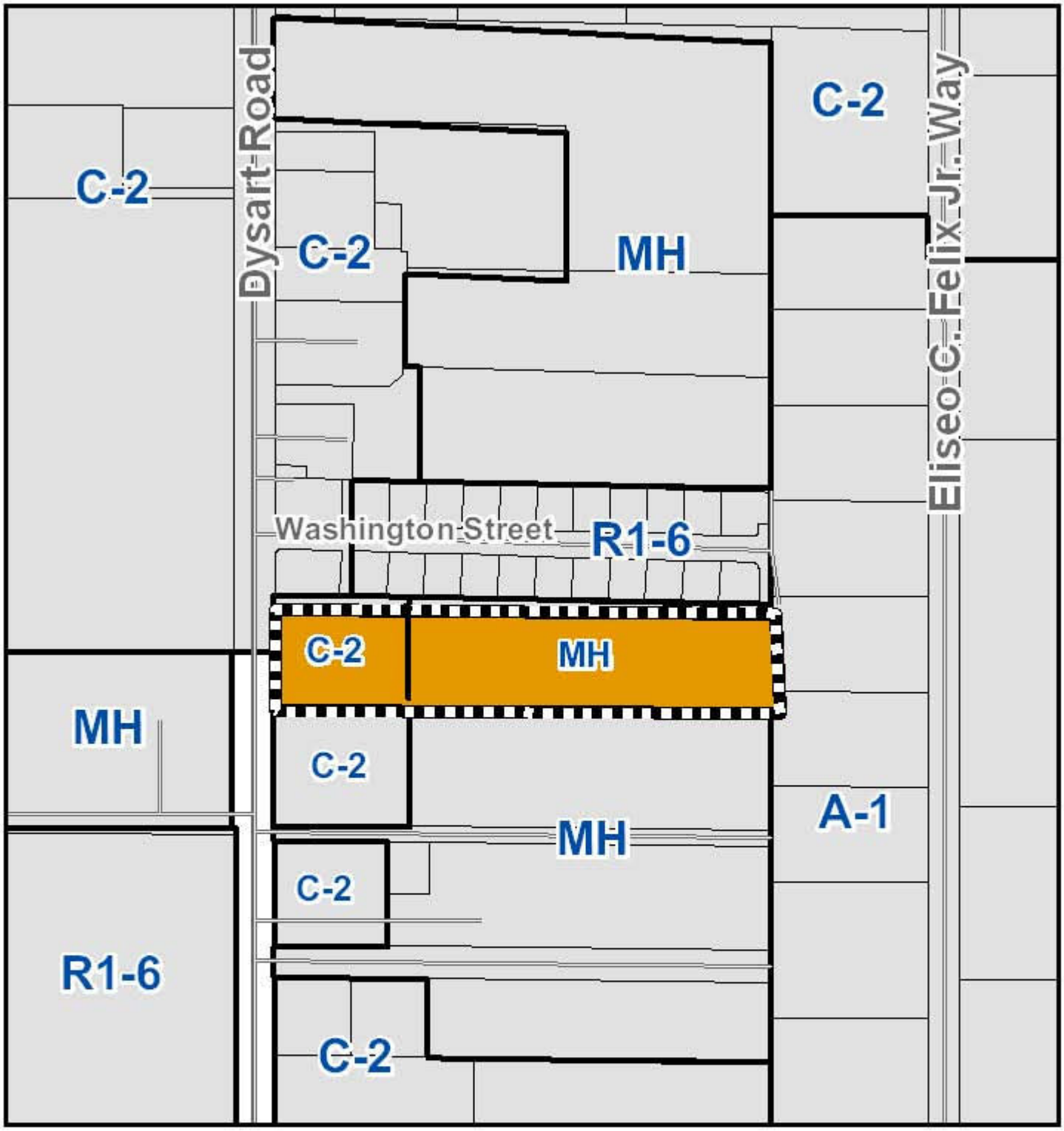
FULL SIZE COPIES (Council Only):

None

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 ML-09-4

THE PROPERTY	
PARCEL SIZE	Approximately 4.8 acres
LOCATION	Approximately 110 feet south of the southeast corner of Dysart Road and Washington Street.
EXISTING LAND USE	Vacant/Undeveloped
EXISTING ZONING	The subject parcel is split zoned. The west 1.5 acres of the property are zoned C-2 (Community Commercial); the east 3.3 acres are zoned MH (Mobile Home Park).
ZONING HISTORY	The 4.8 acre property was annexed on June 18, 1956 and zoned R-5 (Multifamily Residence, General). In 1956, the R-5 District allowed for commercial, industrial and residential uses; however, the R-5 District was revised in 1990 to allow only mobile home parks. The name of the R-5 district was changed to MH (Mobile Home Park) in 2009. The western portion (+/- 1.5 acres) of the property was rezoned from R-5 to C-2 (Community Commercial) in February of 2007. The C-2 District allows for a range of commercial uses intended to serve a community wide trade area.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	**C-2 (Community Commercial)**: Vacant/Undeveloped (0.25 acres) **R1-6 (Urban Residential)**: 22 Lot Single Family Subdivision (Cielos Patricia Subdivision)
EAST	**A-1 (General Industrial)**: Industrial Building and Storage Yard (B/H Drywall, Stucco, & Painting)
SOUTH	**MH (Mobile Home Park)**: 8.8 Acre Mobile Home Park (Country West) **C-2 (Community Commercial)**: Vacant Commercial Building (Formerly "Great China Restaurant")
WEST	**C-2 (Community Commercial)**: Vacant/Undeveloped (27 acres) **MH (Mobile Home Park)**: Apartment Complex (Housing Authority of Maricopa County)

GENERAL PLAN
The west 1.5 acres of the property are designated by the General Plan Land Use Map as Commercial; the east 3.3 acres are designated as Medium-High Density Residential.

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

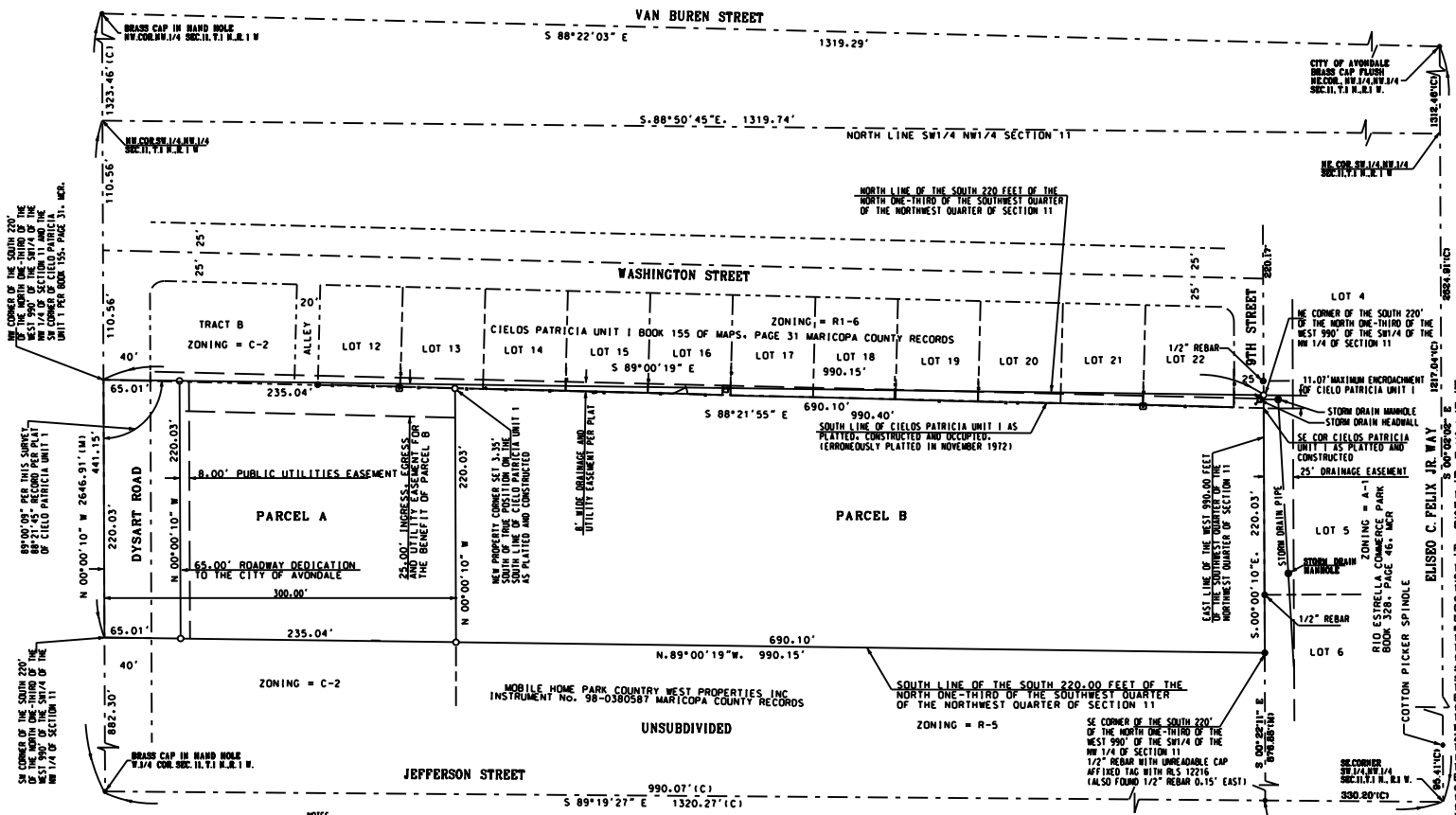
STREETS	
Dysart Road	
Classification	Arterial
Existing half street ROW	40 feet
Standard half street ROW	65 feet
Existing half street improvements	Two thru-lanes, ½ center turn lane, curb and gutter, and street lights
Standard half street improvements	Three thru-lanes, bike lane, median, curb and gutter, detached sidewalk, street lights, landscaping

UTILITIES
Future development on the site will be served by an existing 12” water line and an existing 8” sewer line in Dysart Road.

AGUA FRIA DEL OESTE

A MINOR LAND DIVISION OF A PORTION OF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SCALE: 1"=50'
50 40 30 20 10 0 50



PERTINENT DOCUMENT LIST

1. RECORD OF SURVEY BY LEWIE ENGINEERING INC. BOOK 1 OF MAPS, PAGE 90 MARICOPA COUNTY RECORDS
2. CIELOS PATRICIA UNIT I BY CRAFT AND ASSOCIATES BOOK 155, PAGE 31 MARICOPA COUNTY RECORDS
3. RIO ESTRELLA COMMERCE PARK BY D.N.A INC. BOOK 320 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS

LEGEND

- ● FOUND MONUMENT (TYPE AS SHOWN HEREON)
- ○ SET MONUMENT (1/2" REBAR WITH CAP RLS 12216)
- MCR MARICOPA COUNTY RECORDER
- APN ASSESSOR PARCEL NUMBER
- M MEASURED
- R RECORD
- C CALCULATED

BASIS OF BEARING

GEODETIC DENSIFICATION AND CADASTRAL SURVEY. THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11, T.1 N., R.1 W., G.&S.R.B.& M., MARICOPA COUNTY, ARIZONA BEARS N.00°00'10"W.

OWNER

CARL INVESTMENT LIMITED PARTNERSHIP
6028 N. 129TH AVENUE
LITCHFIELD PARK, ARIZONA 85340

ASSESSORS PARCEL NUMBER 500-23-008H

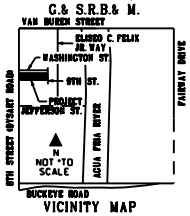
NOTES

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

100 YEAR ASSURED WATER SUPPLY

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

SECTION 11 T.1 N., R.1 W.
G.& S.R.B.& M.



VICINITY MAP

APPLICANT

ED REICHENBERG
PROJECT DESIGN CONSULTANTS, INC.
3200 E. CAMELBACK ROAD, SUITE 275
PHOENIX, ARIZONA 85018
TELEPHONE 602 508 0700

LAND SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY that the Survey and Subdivision of the premises described and platted hereon were made under my direction during the month of January, 2010.; that the survey is true and complete as shown; that monuments shown actually exist or will be set as shown; that their positions are correctly shown; and that said monuments are sufficient to enable the survey to be retraced.

John E. Courtney, Registered Land Surveyor No. 12216

ENCROACHMENT NOTE:

TRACT B, LOTS 12 THROUGH 22 (INCLUSIVE), A 20' ALLEY, DYSART ROAD AND 9TH STREET AS PLATTED AND CONSTRUCTED FOR CIELO PATRICIA UNIT I ENCROACH UPON THE REAL PROPERTY OWNED BY CARL INVESTMENTS LIMITED PARTNERSHIP ACCORDING TO INSTRUMENT 1995-0158513, M.C.R.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS _____ DAY OF _____, 2010

MAYOR	DATE
ATTEST: CITY CLERK	DATE
CITY ENGINEER	DATE

DEDICATION STATEMENT

KNOWN ALL MEN BY THESE PRESENTS: That Carl Investment Limited Partnership, an Arizona Limited Partnership, as owner, has subdivided under the name of "AGUA FRIA DEL OESTE", a portion of the Northwest Quarter of Section 11, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, City of Avondale, County of Maricopa, State of Arizona, as shown platted hereon and hereby publishes this plat as and for the plat said AGUA FRIA DEL OESTE and hereby declares that said plat sets forth the location and gives the dimensions of parcels, streets, and easements constituting same and that each parcel and street shall be known by the letter or name given to each, respectively, on said plat. Easements are dedicated to the city for the purpose shown.
Dysart Road is hereby dedicated to the City for public roadway purposes.
Ingress, Egress and Public Utilities Easement across the north 25 feet of Parcel A for the benefit of Parcel B.
Non-exclusive easements over Tract 'A' is dedicated to the city for emergency service and refuse collection vehicle access, drainage, public utilities and landscaping purpose.
A Public Utility Easement (P.U.E.) for the purpose of installation, operation, maintenance, repair, removal, relocation and accuses is hereby dedicated to the city as indicated on the plat to provide public utilities.
Owner warrants and represent to the City of Avondale to be the sole owner of the property covered hereby and that any homeowners association, lender, easement holder or other person or entity having any interest in said property has consented to and adjoined in this plat, as evidenced by instruments recorded with the Maricopa County Recorder's office or which the plat is recorded.

In witness where of, Carl Investments Limited Partnership, as owner, has hereunto caused its name to be signed by the undersigned officer hereby duly authorized this, the _____ day of _____, 2010.

By: _____
Manager for Carl Investment Limited Partnership

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010

Notary Public _____

My Commission expires _____

LEGAL DESCRIPTIONS

PARENT PROPERTY

The South 220 feet of the North one-third of the West 990 feet of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

ROADWAY DEDICATION TO THE CITY OF AVONDALE (DYSART ROAD)

The West 65.00 feet of the South 220 feet of the North one-third of the West 990 feet of the Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL A

That portion of the south 220.00 feet of the north one-third of the west 990.00 feet of the southwest quarter of the northwest quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:
Commencing at the west quarter corner of said Section 11 marked with a brass cap in hand hole whence the northwest corner of said Section 11 marked with a brass cap in hand hole lines North 00 degrees 00 minutes 10 seconds West 2646.91 feet;
Thence North 00 degrees 00 minutes 10 seconds West along the west line of the northwest quarter of said Section 11 a distance of 882.30 feet to the southwest corner of the south 220.00 feet of the north one-third of the southwest quarter of the northwest quarter of said Section 11;
Thence departing said west line South 89 degrees 00 minutes 19 seconds East along the south line of said south 220.00 feet a distance of 65.01 feet to the POINT OF BEGINNING;
Thence departing said south line North 00 degrees 00 minutes 10 seconds West parallel with and 65.00 feet east of said west line a distance of 220.03 feet to the north line of said south 220.00 feet;
Thence South 89 degrees 00 minutes 10 seconds East along said north line a distance of 235.04 feet;
Thence departing said north line South 00 degrees 00 minutes 10 seconds East parallel with and 300.00 feet east of the west line of the northwest quarter of said Section 11 a distance of 220.03 feet to the south line of the south 220.00 feet of the north one-third of the southwest quarter of the northwest quarter of said Section 11;
Thence North 89 degrees 00 minutes 19 seconds West along said south line a distance of 235.04 feet to the POINT OF BEGINNING.
Containing 51,708 square feet or 1.1870 acres, more or less.

PARCEL B

That portion of the south 220.00 feet of the north one-third of the west 990.00 feet of the southwest quarter of the northwest quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:
Commencing at the west quarter corner of said Section 11 marked with a brass cap in hand hole whence the northwest corner of said Section 11 marked with a brass cap in hand hole lines North 00 degrees 00 minutes 10 seconds West 2646.91 feet;
Thence North 00 degrees 00 minutes 10 seconds West along the west line of the northwest quarter of said Section 11 a distance of 882.30 feet to the southwest corner of the south 220.00 feet of the north one-third of the southwest quarter of the northwest quarter of said Section 11;
Thence departing said west line South 89 degrees 00 minutes 19 seconds East along the south line of said south 220.00 feet a distance of 300.05 feet to the POINT OF BEGINNING;
Thence departing said south line North 00 degrees 00 minutes 19 seconds West parallel with and 300.00 feet east of said west line a distance of 220.03 feet to the north line of said south 220.00 feet;
Thence South 89 degrees 00 minutes 19 seconds East along said north line a distance of 690.11 feet to the east line of the west 990.00 feet of the southwest quarter of the northwest quarter of said Section 11 and the southeast corner of said Cielos Patricia Unit I;
Thence South 00 degrees 00 minutes 10 seconds East along said east line a distance of 220.03 feet to the south line of the south 220.00 feet of the north one-third of the southwest quarter of the northwest quarter of said Section 11;
Thence North 89 degrees 00 minutes 19 seconds West along said south line a distance of 690.11 feet to the POINT OF BEGINNING.
Containing 151,823 square feet or 3.4854 acres, more or less.

CAVE CREEK LAND SURVEYORS, LLC
5480 EAST SEVEN PALMS DRIVE CAVE CREEK, ARIZONA 85331
tel:480 595 5810

REGISTERED LAND SURVEYOR 12216 JOHN E. COURTNEY ARIZONA, U.S.A. EXPIRES 6-30-2011

MINOR LAND DIVISION
AGUA FRIA DEL OESTE
ML-09-4

CARL INVESTMENT LIMITED PARTNERSHIP
AVONDALE, ARIZONA

DATE DRAWN 08-21-07	
REV. DATE 10-16-09	
REV. DATE 01-27-10	
Drawn by: J.C.	
Job No. 07152	
Sheet 1 of 1 sheets	

CITY COUNCIL REPORT

SUBJECT:
Resolution 2891-410 - Westcaps Multi-Party Agreement

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this Council Report is to inform City Council of a regional water resources planning group, Westcaps, and to request adoption of a resolution approving Avondale's participation and approving an intergovernmental agreement to formalize the organization's activities and allow for annual member contributions.

BACKGROUND:

WESTCAPS began in 1997 as a group of West Salt River Valley (WSRV) Central Arizona Project (CAP) Subcontractors working together to develop alternatives for managing water resources, with an emphasis on CAP utilization. In June 2001, WESTCAPS approved a Strategic Plan for the members. This plan involved the development of a water delivery plan to shift the communities' reliance from groundwater to renewable water supplies by 2025.

Since that time, Westcaps members have worked together with the organization's major funding sponsor, the Bureau of Reclamation, to complete several regional planning investigations including: (1) a WSRV groundwater model update, (2) a west-side water supply and demand analysis, (3) an inventory of west-side reclaimed water projects and underground storage projects and (4) a regional CAP transmission line siting study and cost analysis.

WESTCAPS' mission is to develop workable alternatives for its members to provide their customers with a cost effective, sustainable, reliable, and high quality water supply through partnerships and cooperative efforts in regional water resource planning and management.

The City of Avondale began participating in Westcaps in 2004. Other Westcaps members include: the Arizona American Water Company, the Town of Buckeye, the City of El Mirage, Global Water Resources, the City of Goodyear, the City of Peoria, and the City of Surprise.

DISCUSSION:

Over the past year, Westcaps members have been working to formalize their activities by developing a multi-party agreement. The group meets monthly to discuss current water resources issues and to work on development of studies and reports that will help its members with local and regional water resources planning. Proposed future projects include: (1) a continuation of the WSRV groundwater model update to connect it with a model prepared for the Hassayampa groundwater sub-basin, (2) a west valley recharge project siting study, (3) a regional drought study, (4) an alternative renewable water supply study and (5) a brine concentrate study.

BUDGETARY IMPACT:

Since its inception, Westcaps has received federal funding to conduct relevant west-side water resources planning activities. The organization recently submitted a proposal containing a funding request of $250,000 for FY 2011 to complete the proposed projects identified above. Historically, Westcaps members also have made an annual contribution to supplement federal funding and to secure the services of a project manger (Director) who provides organizational and administrative services to the group. The attached multi-party agreement contains provisions for annual contributions of $4,000 per member. Funds are available for Avondale's annual contribution in the Water Resources Department budget (Operating Fund-Contractual Services-Memberships line, 501-9112-00-6500).

RECOMMENDATION:

Staff recommends adoption of a resolution approving Avondale's participation in the regional water resources planning group, Westcaps,and approving an intergovernmental agreement to formalize the organization's activities and allow for annual member contributions.

ATTACHMENTS:

Click to download

- Resolution and Multi-Party Agreement

RESOLUTION NO. 2891-410

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A MULTIPARTY AGREEMENT, RELATING TO JOINT FUNDING OF COOPERATIVE EFFORTS TO CONDUCT REGIONAL WATER AND WASTEWATER PLANNING FOR THE WEST VALLEY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The City's of Avondale's participation in the multiparty agreement relating to joint funding of cooperative efforts to conduct regional water and wastewater planning for the West Valley (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2891-410

[Agreement]

See following pages.

WESTCAPS MULTIPARTY AGREEMENT

THIS WESTCAPS MULTIPARTY AGREEMENT (this "Agreement") is made and entered into by and among the municipalities and entities listed on and executing the signature page to this Agreement (collectively, the "Parties" and, individually, a "Party"). This Agreement shall become effective upon its execution by at least two Parties, and shall thereafter at any point in time be binding upon and effective with respect to, and only binding upon and effective with respect to, those Parties who have theretofore executed this Agreement.

RECITALS:

A. For purposes of this Agreement, the West Salt River Valley of Maricopa County, Arizona (the "West Valley") encompasses roughly the area in Maricopa County west of Interstate Highway 17.

B. There are several public and private entities located in the West Valley that are public utility water providers and municipal water providers.

C. The Arizona Groundwater Management Act (A.R.S. §§ 45-401 *et seq.*) establishes a goal of achieving safe groundwater yield by 2025 for the Phoenix Active Management Area (the "AMA"), which includes the West Valley.

D. It is recognized that the preservation of groundwater supplies is of upmost importance.

E. The full utilization of Central Arizona Project ("CAP") water and other renewable water supplies within the West Valley is deemed critical to the continued economic development, urbanization and growth of the West Valley.

F. In addition to the full utilization of CAP water within the West Valley, additional renewable water supplies, including but not limited to, reclaimed water, will need to be utilized to meet projected water demands within the West Valley.

G. West Valley regional solutions may be necessary for the treatment, storage and delivery of CAP water and for the identification, securing and development of other renewable water supplies to facilitate the continued economic development, urbanization and growth of the West Valley.

H. The Parties desire to set forth in this Agreement the procedures for (i) their joint funding of cooperative efforts to conduct regional water and wastewater planning for the West Valley and (ii) selecting one of the Parties to serve as the lead management entity for the Parties in carrying out the purpose and intent of this Agreement (the "Lead Party").

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties to this Agreement, each intending to be legally bound hereby, agree as follows:

1.0 COMMITTEES:

1.1 MANAGEMENT COMMITTEE:

1.1.1 The Purpose of the Management Committee is to provide oversight and direction to accomplish the broad objectives of WESTCAPS. WESTCAPS is a coalition whose members come together voluntarily to discuss regional water issues, engage in regional water resource management planning and where appropriate plan and implement joint projects.

1.1.2 A Management Committee hereby is formed, comprised of one representative of each Party. Each Party may designate, in writing to the Lead Party, one representative to serve on the Management Committee. Each Party will have one vote on the Management Committee, through its designated representative. If the designated representative for a Party is unable to attend a meeting, he or she may delegate his or her respective voting right on the Management Committee, in writing to the Lead Party, to another person representing that Party.

1.1.3 A majority of the members of the Management Committee will constitute a quorum for the transaction of business.

1.1.4 The affirmative votes of two-thirds of a quorum of the Management Committee present will be necessary to pass any action brought before the Management Committee.

1.1.5 The Management Committee will annually elect one of the designated representatives of one of the Parties as Chairman of the Management Committee and another as Vice-Chairman of the Management Committee.

1.1.6 The Management Committee will annually elect one of the Parties as Lead Party. There is no limit to the number of consecutive terms a Party may serve as the Lead Party. The Lead Party will serve at the pleasure of the Management Committee and may be removed or replaced at any duly called meeting of the Management Committee; provided, however, that upon such removal the Management Committee shall immediately elect a new Lead party which shall assume the former Lead Party's obligations under the Director Consulting Agreement described in subsection 2.1.3 below. The Lead Party shall cooperate with and consent to the assignment of the Director Consulting Agreement to the new Lead Party. Arizona-American Water Company will serve as the initial Lead Party.

1.1.7 The Management Committee will provide for the time and place of holding its meetings. A written notice stating the place, date, and hour of each meeting of the Management Committee, together with a description of the purpose or purposes for which the meeting is called, will be given by the Lead Party upon its own initiative or at the direction of any representative of a Party then serving on the Management Committee. The Planning Committee, described below, may submit agenda items to the Management Committee for consideration and action at a duly noticed Management Committee meeting pursuant to the terms of this Agreement. Each written notice of a Management Committee meeting will be provided by the Lead Party to each Party not less than ten (10) days before the date of the meeting, unless a greater period of time is required by law in a particular case. If mailed, such notice shall be deemed to be given when deposited in the United States mail.

1.1.8 The Management Committee will annually elect a Public Meeting Coordinator which position shall be filled by a Party that is a municipality. There is no limit to the number of consecutive terms a Party may serve as the Public Meeting Coordinator. The Public Meeting Coordinator will be responsible for ensuring that all meetings of the Management Committee are noticed and conducted in compliance with applicable provisions of A.R.S. §§ 38-431 through 38-431.09, inclusive, or any successor statutes, all of which supersede any inconsistent provisions of this Agreement.

1.1.9 The Chairman will be the presiding officer at all duly called meetings of the Management Committee. During any absence or disability of the Chairman, the Vice-Chairman will act as the Chairman, and during any absence or disability of both the Chairman and the Vice-Chairman, the Management Committee will elect a presiding officer for such meeting. The Chairman's and Vice-Chairman's responsibilities are not delegable by the Chairman or Vice-Chairman, respectively.

1.1.10 Subject to a general requirement that all proceedings of the Management Committee be conducted in accordance with applicable law, the Management Committee will establish rules for its proceedings. Proceedings for items not specifically covered by applicable law, the rules set forth in this Agreement or rules duly adopted by the Management Committee will be conducted by the presiding officer of the applicable meeting of the Management Committee by reference to the then -current version of a publication known as "Robert's Rules of Order."

1.2 PLANNING COMMITTEE:

1.2.1 The Planning Committee works together to identify priorities, develop and review planning projects and discuss other issues related to regional water resource management.

1.2.2 A Planning Committee hereby is formed, comprised of one representative of each Party. Each Party may designate, in writing to the Lead Party, one

representative to serve on the Planning Committee. Each Party will have one vote on the Planning Committee, through its designated representative. If the designated representative for a Party is unable to attend a meeting, he or she may delegate his or her respective voting right on the Planning Committee, in writing to the Lead Party, to another person representing that Party.

1.2.3 A majority of the members of the Planning Committee will constitute a quorum for the transaction of business.

1.2.4 The affirmative votes of two-thirds of a quorum of the Planning Committee present will be necessary to pass any action brought before the Planning Committee.

1.2.5 The Planning Committee will annually elect one of the designated representatives of one of the Parties as Chairman of the Planning Committee and another as Vice-Chairman of the Planning Committee. There is no limit to the number of consecutive terms a Party may serve as the Chairman of the Planning Committee or Vice-Chairman of the Planning Committee.

1.2.6 The Planning Committee will provide for the time and place of holding its meetings. A written notice stating the place, date, and hour of each meeting of the Planning Committee, together with a description of the purpose or purposes for which the meeting is called, will be given by the Lead Party upon its own initiative or at the direction of any representative of a Party then serving on the Planning Committee. Each written notice of a Planning Committee meeting will be provided by the Lead Party to each Party not less than ten (10) days before the date of the meeting, unless a greater period of time is required by law in a particular case. If mailed, such notice shall be deemed to be given when deposited in the United States mail.

1.2.7 The Public Meeting Coordinator will be responsible for assuring that all meetings of the Planning Committee are conducted in compliance with applicable provisions of A.R.S. §§ 38-431 through 38-431.09, inclusive, or any successor statutes, all of which supersede any inconsistent provisions of this Agreement.

1.2.8 The Chairman will be the presiding officer at all duly called meetings of the Planning Committee. During any absence or disability of the Chairman, the Vice-Chairman will act as the Chairman, and during any absence or disability of both the Chairman and the Vice-Chairman, the Planning Committee will elect a presiding officer for such meeting. The Chairman's and Vice-Chairman's responsibilities are not delegable by the Chairman or Vice-Chairman, respectively.

1.2.9 Subject to a general requirement that all proceedings of the Planning Committee be conducted in accordance with applicable law, the Planning

Committee will establish rules for its proceedings. Proceedings for items not specifically covered by applicable law, the rules set forth in this Agreement or rules duly adopted by the Planning Committee will be conducted by the presiding officer of the applicable meeting of the Planning Committee by reference to the then current version of a publication known as "Robert's Rules of Order."

2.0 PARTIES' RESPECTIVE RESPONSIBILITIES:

2.1 THE LEAD PARTY:

2.1.1 The Lead Party will serve as the secretary to the Management Committee and the Planning Committee and, in that capacity, will record the proceedings of the meetings of the Management Committee and the Planning Committee, and will give notice as required by this Agreement of all such meetings. The Lead Party will maintain custody of all books, records, and papers of the Management Committee and the Planning Committee, except any such items that, at the direction of the Management Committee or the Planning Committee, as the case may be, are placed in the custody of another person or entity. The Lead Party shall also have such other powers and perform such other duties as traditionally are incident to the office of the secretary of an Arizona corporation or as shall from time to time be prescribed by, or pursuant to authority delegated by, the Management Committee or the Planning Committee.

2.1.2 The Lead Party will serve as the treasurer to the Management Committee and the Planning Committee and, in that capacity, will receive funds from the Parties and other sources, disburse funds pursuant to this Agreement and its agreement with the Director (as defined below), keep full and accurate accounts of the receipts and disbursements of the Management Committee and the Planning Committee, and keep on deposit all moneys and other valuable effects of the Management Committee and the Planning Committee to the credit of the Management Committee and the Planning Committee. The Lead Party shall also have such other powers and perform such other duties as are incident to the office of the treasurer of an Arizona corporation or as shall from time to time be prescribed by, or pursuant to authority delegated by, the Management Committee or the Planning Committee.

2.1.3 Upon the Management Committee's approval of a consulting agreement with the Director (the "Director Consulting Agreement") or any other agreement for the support of this Agreement, the Lead Party will enter into the Director Consulting Agreement or such other agreement; provided, however, that the Lead Party's financial liabilities and obligations under the Director Consulting Agreement or such other agreement shall be limited exclusively to funds from time to time on deposit with the Lead Party from the Parties and pursuant to the terms of this Agreement. The Director Consulting Agreement shall specifically include a provision

relating to the limits upon the Lead Party's ability to pay the amounts agreed to in the Director Consulting Agreement.

2.2 THE PARTIES GENERALLY:

The Parties to this Agreement agree to fund the matters and activities contemplated in this Agreement, including without limitation, payments to be made by the Lead Party to the Director. Notwithstanding the foregoing, the Parties to this Agreement that are municipalities will make their respective payments with funds that are, by law, subject to appropriation in the budgets of the respective municipalities on a fiscal year basis. Therefore, the payment obligations of the municipal Parties to this Agreement are expressly conditioned upon such appropriation. Accordingly, subject to the foregoing condition, each Party hereby agrees to provide its respective annual financial support as set forth on Exhibit A to this Agreement. Each Party shall make its initial annual financial support payment concurrently with the later of (i) ten days after the effectiveness of this Agreement, and (ii) its execution of this Agreement. In years subsequent to execution of this agreement, fees may be increased or decreased with a majority vote of the Management Committee. This vote shall be taken on or before January 15th of each year, allowing sufficient time for each Party to include its portion of such payments in its annual budget for the subsequent fiscal year. Each Party shall make its subsequent annual financial support payments on or before each July 15th occurring after the effectiveness of this Agreement. All annual financial support payments shall be payable to the Lead Party, in its role as treasurer to the Management Committee. ~~[~~If any Party fails to timely satisfy any of its payment obligations under this Agreement, that Party shall not, so long as such payment remains overdue and unpaid, be entitled to participate in any meetings of the Management Committee or the Planning Committee or to receive any information that otherwise is or is to be generally available to the Parties.~~]~~

2.3 The Lead Party will advise the Management Committee when a Party fails to meet its payment obligations under this Agreement and schedule the issue to be addressed at the next Management Committee meeting.

3.0 THE DIRECTOR:

3.1 Upon the effectiveness of this Agreement and subsequently from time to time at the request of the Management Committee, the Planning Committee will recruit and recommend a candidate or list of candidates for the person or entity to serve as the administrator of WESTCAPS on behalf of the Parties (the "Director"), who shall serve at the pleasure of the Management Committee.

3.2 The Management Committee will from time to time approve the selection of the Director to be retained by the Lead Party pursuant to this Agreement.

3.3 At the Management Committee's direction, the Lead Party will enter into the Director Consulting Agreement which will provide, among other things, for the

Director to carry out the written work plan developed by the Planning Committee and approved by the Management Committee. The specific terms of the Director Consulting Agreement shall be approved by the Management Committee and the Lead Party prior to execution by the Lead Party. For purposes of this Agreement, such written work plan, as the same may be amended, supplemented or superseded from time to time, subject in each instance to approval by the Management Committee, is referred to as the "Work Plan."

3.4 The Planning Committee will supervise and direct the Director consistent with the provisions of the then-effective Director Consulting Agreement. Without limiting the generality of the foregoing, the Director will be responsible under the Director Consulting Agreement for implementation of the Work Plan. The Management Committee will review and determine the acceptability of any final recommendation made by the Director in respect of the Work Plan or relating to the Director Consulting Agreement.

4.0 TERMINATION OF AGREEMENT; ADDITION OF PARTIES:

4.1 TERMINATION OF AGREEMENT

The Management Committee may terminate this Agreement at any time, which termination of this Agreement will also simultaneously effect the termination of the Director Consulting Agreement and a provision specifically allowing for such immediate termination shall be included in the Director Consulting Agreement. Upon any such termination of this Agreement, the Lead Party will give written notice to the Director that the Director Consulting Agreement is terminated. In the event of the termination of this Agreement, all obligations of the Parties under this Agreement will terminate, except for any obligations of any of the Parties to pay any amount or to provide any services under this Agreement that accrued prior to such termination and remain unfulfilled as of such termination. Notwithstanding anything to the contrary elsewhere in this Agreement, this Agreement is subject to the provisions of A.R.S. § 38-511.

4.2 TERMINATION BY A PARTY

Any Party may, at any time, terminate its participation in this Agreement by giving written notice of such termination to the Chairman of the Management Committee and to the Lead Party. Upon delivery of any such notice, the terminating Party will automatically cease to be a Party from that date forward. The terminating Party will not be entitled to any refund of contributions already paid pursuant to this Agreement.

4.3 ADDITION OF PARTIES

4.3.1 A majority of the Parties may from time to time approve the admission of other West Valley water utility providers or municipal water providers as Parties to this Agreement.

4.3.2 Notwithstanding the provisions of Section 1.1.4, above, requiring the affirmative vote of two-thirds of a quorum of the Management Committee present for approval of matters brought before the Management Committee, such approval of admission shall require (i) that the consideration of such admission shall have been included in the notice of such Management Meeting provided to the Parties, and (ii) the affirmative vote at such Management Meeting of the majority of the Parties regardless of the number of Parties actually represented at such Management Meeting. In lieu of approval at a Management Meeting, such approval may be made by the affirmative written confirmation of approval by a majority of the Parties, provided that at least 30 days' prior written notice of the proposal for admission, specifying the West Valley water utility or municipal water provider to be considered for admission, is provided to all of the Parties by the Lead Party. Such notice may be delivered to the Parties upon the initiative of the Lead Party and shall be provided by the Lead Party upon the written direction to the Lead Party by at least two Parties.

4.3.3 Upon approval of any such municipality's or entity's admission as a Party by the Management Committee, and payment by such municipality or entity of its first year's contribution under this Agreement, as such contribution is established by the Management Committee, such municipality or entity may execute this Agreement. For all purposes of this Agreement, such municipality or entity shall be a Party from any after such execution of this Agreement.

5.0 TERM OF THE AGREEMENT:

5.1 From and after its initial effectiveness, this Agreement will remain in effect until June 30, 2012, unless terminated earlier in accordance with its terms.

5.2 Prior to the expiration or termination of this Agreement, the Management Committee may renew the term of this Agreement for additional consecutive terms of 3 years each.

6.0 HOLD HARMLESS AND INSURANCE:

6.1 To the extent permitted by law, each Party will hold every other Party harmless for, from and against, and will be solely responsible for, its own negligent acts or omissions by reasons of its operations under this Agreement.

6.2 The Parties acknowledge and agree that the Director Consulting Agreement shall not be submitted to the Management Committee for approval, and shall not be approved by the Management Committee, unless it contains express written provisions requiring the Director to (i) indemnify, defend and hold harmless the Parties, including the Lead Party in that capacity, and each of their respective mayors, council members, directors, officers, agents, employees, (collectively, the "Indemnified Parties") for, from and against the Director's negligent acts or, omissions or intentional misconduct, and (ii) to include the Indemnified Parties

as additional named insured parties under the insurance required to be provided by the Director under the Director Consulting Agreement.

7.0 NON-DISCRIMINATION:

The Parties agree to be bound by applicable state and federal rules and laws governing equal employment opportunity and non-discrimination.

8.0 SUCCESSORS AND ASSIGNS:

This Agreement will extend to, and be binding upon, the successors and assigns of the Parties hereto. There are no third party beneficiaries under this Agreement.

9.0 NOTICES:

All correspondence required or desired to be given between the Parties regarding this Agreement will be in writing and will be delivered in person or sent by United States mail, postage prepaid, to the persons and to the addresses specified in Exhibit B. Notices will become effective upon delivery, if delivered in person, or, if given by United States mail, forty-eight (48) hours after being mailed as provided above.

10.0 GOVERNING LAWS:

This Agreement will be governed and construed in accordance with the laws of the State of Arizona.

11.0 AUDIT CLAUSE:

Upon reasonable written notice, any Party at its expense will have the right, at all reasonable times, to review and audit the books, records, documents, fees, billings, and premiums of the Lead Party directly connected with this Agreement. Any such audit may be conducted by an employee of, or an independent accountant designated by, the auditing Party. The Lead Party will cooperate fully with any such audit. This right to audit will extend for a period of five (5) years following the date of each payment under this Agreement. The Lead Party will retain all necessary records and documentation during this audit period. The foregoing will not be construed to permit a general audit of the Lead Party's records. Information obtained by a Party's representatives in examining the Lead Party's applicable records to verify the fees or billings will not be disclosed to third parties without the prior written consent of the Lead Party, unless in response to compulsory judicial or regulatory process or state law and after giving the Lead Party written notice as much in advance as possible or unless disclosed in connection with legal or other similar proceedings by a Party to enforce its rights under this Agreement.

12.0 ENTIRE AGREEMENT; MODIFICATION:

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and no understandings or obligations not expressly set forth in this Agreement regarding such subject matter will be binding upon them. No modification,

amendment, alteration, rescission, termination or extension of this Agreement will be valid unless it is in writing and signed by the Party or Parties sought to be bound.

13.0 SEVERABILITY OF PROVISIONS:

If any part of this Agreement is unenforceable, such unenforceability will not extend beyond the part affected. Unless otherwise agreed to by the Parties, the unaffected part of this Agreement will continue in full force and effect and will be binding upon the Parties hereto.

14.0 DISPUTE RESOLUTION:

In the event that a dispute between or among the Parties should arise pursuant to this Agreement, to the extent required by law, and subject to applicable jurisdictional amounts, such dispute shall be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration and A.R.S. § 12-1518; provided that any Party, whether a public body or not, may invoke the provisions of such statute.

15.0 COUNTERPART:

This Agreement may be executed in any number of counterparts, each of which counterparts shall constitute an original of this Agreement and all of which counterparts together will constitute a single instrument and agreement of the Parties.

16.0 FILING WITH MARICOPA COUNTY RECORDER:

Any Party to this Agreement that is a municipality shall file this Agreement with the Maricopa County Recorder pursuant to A.R.S. § 11-952.G.

17.0 E-VERIFY, RECORDS AND AUDITS:

To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties 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). A Parties' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement. Each Party retains the legal right to inspect the papers of the other Parties to ensure that the other Parties are complying with the above-mentioned warranty.

18.0 SCRUTINIZED BUSINESS OPERATIONS:

Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, each Party to this Agreement that is a municipality certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If it is determined by a court of competent jurisdiction that a Party submitted a false certification, that Party's participation in this Agreement shall terminate without any

further action by any other Party. This Agreement will remain in full force and effect with respect to the remaining Parties.

19.0 WORKERS' COMPENSATION:

All Parties to the Agreement agree that they are not joint employers for the purpose of workers compensation coverage. To the extent that employees of one municipal Party performs duties on behalf of another municipal Party with respect to the subject matter of this Agreement, such employee shall be deemed to be an "employee" of both public agencies while performing such duty pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits which may accrue. Each Party to this Agreement that is a municipality shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of the State of Arizona to be employees of both public agencies for the purposes of workers' compensation.

20.0 AMENDMENT:

This Agreement may be modified only by a written amendment signed by all of the Parties; provided, however, that this Agreement may be amended unilaterally for the sole purpose of allowing an additional Party to join in this Agreement. After approval of this Agreement in its entirety each new additional Party shall submit a fully executed signature page, in the form attached hereto, to the Lead Party for distribution to all Parties. The Lead Party will also distribute an updated Exhibit A to all Parties.

21.0 RELATIONSHIP OF THE PARTNERING AGENCIES; AUTHORITY:

Each Party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the others. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, in each case as of the date indicated below for such Party.

SIGNATURE PAGES TO FOLLOW
ONE FOR EACH PARTY

CITY OF GOODYEAR, a municipal corporation of the State of Arizona

By: _____
John Fischbach
Its: City Manager
Date: _____

ATTEST:

_____
City Clerk (Seal)

APPROVED AS TO FORM:

_____
City Attorney

SBS:sbs 1066784.1 7/16/2009

CITY OF PEORIA, a municipal corporation of the State of Arizona

By: _____
Carl Swenson
Its: City Manager
Date: _____

ATTEST:

_____
City Clerk (Seal)

APPROVED AS TO FORM:

_____
City Attorney

SBS:sbs 1066784.1 7/16/2009

CITY OF SURPRISE, a municipal corporation of the State of Arizona

By: _____
Charles R. Oliver
Its: City Manager
Date: _____

ATTEST:

_____
City Clerk (Seal)

APPROVED AS TO FORM:

_____
City Attorney

SBS:sbs 1066784.1 7/16/2009

TOWN OF BUCKEYE, a municipal corporation of the State of Arizona

By: _____
Stephen S. Cleveland
Its: Interim Town Manager
Date: _____

ATTEST:

_____
Town Clerk (Seal)

APPROVED AS TO FORM:

_____
Town Attorney

SBS:sbs 1066784.1 7/16/2009

ARIZONA-AMERICAN WATER COMPANY, a corporation of the State of Arizona

By: _____
Paul Townsley
Its: President
Date: _____

ATTEST:

_____
Notary (Seal)

APPROVED AS TO FORM:

_____
Attorney

SBS:sbs 1066784.1 7/16/2009

GLOBAL WATER RESOURCES., a corporation
of the State of Arizona

By: _____
Trevor Hill
Its: President & Chief Executive Officer
Date: _____

ATTEST:

_____
Notary (Seal)

APPROVED AS TO FORM:

_____
Attorney

SBS:sbs 1066784.1 7/16/2009

CITY OF EL MIRAGE, a municipal corporation of the State of Arizona

By: _____
BJ Cornwall
Its: City Manager
Date: _____

ATTEST:

_____
Notary (Seal)

APPROVED AS TO FORM:

_____
Attorney

SBS:sbs 1066784.1 7/16/2009

CITY OF AVONDALE, a municipal corporation of the State of Arizona

By: _____
Charles P. McClendon
Its: City Manager
Date: _____

ATTEST:

_____
City Clerk (Seal)

APPROVED AS TO FORM:

_____
City Attorney

SBS:sbs 1066784.1 7/16/2009

EXHIBIT A
FEES

NAME	AMOUNT OF PARTICIPATION
Town of Buckeye	$4,000
Arizona - American Water Company	$4,000
City of Goodyear	$4,000
City of Peoria	$4,000
City of Surprise	$4,000
Global Water Resources	$4,000
City of El Mirage	$4,000
City of Avondale	$4,000

The initial annual contribution of each Party under this Agreement for the fiscal year ending June 30, 2010 is identified in the table above. Subsequent annual contributions will be determined by the Management Committee.

EXHIBIT B
NOTICE ADDRESSES

NAME	ADDRESS
Town of Buckeye	530 East Monroe Avenue, Buckeye, Arizona 85326
Arizona - American Water Company	2355 W. Pinnacle Peak Rd., #300, Phoenix, AZ 85027
City of Goodyear	119 N. Litchfield Rd., Goodyear, Arizona 85338
City of Peoria	8401 W. Monroe, Peoria, Arizona 85345
City of Surprise	12425 W. Bell Rd., Suite D-100, Surprise, Arizona 85374
Global Water Resources	21410 N 19th Ave, Suite 201, Phoenix, AZ 85027
City of El Mirage	PO BOX 26, El Mirage, AZ 85335
City of Avondale	399 W Lower Buckeye Rd., Avondale, AZ 85323

CITY COUNCIL REPORT

SUBJECT:
Resolution 2890-410 - Plastic Bag Recycling

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution encouraging retail establishments to participate in a voluntary plastic bag recycling program.

BACKGROUND:

At its March 8th worksession, Council directed staff to proceed with a resolution to begin a voluntary plastic bag recycling program, entitled Bag Central Station, in partnership with the Arizona Food Marketing Alliance (AFMA).

DISCUSSION:

The AFMA created Bag Central Station in partnership with the City of Phoenix in 2007 to place recycle bins in AFMA member stores. The intent of Bag Central Station is to encourage the recycling of plastic bags, since cities like Avondale do not accept plastic bags in their commingled recycling bins. Since 2007, five other Arizona cities (Flagstaff, Kingman, Tempe, Tucson, and Williams) have partnered with AFMA to bring Bag Central Station to partner stores in their communities.

To bring awareness to the program, the City will work with the AFMA on a joint educational and marketing campaign to encourage plastic bag recyling in Avondale.

The Environmental Affairs Commission reviewed the proposed resolution at its meeting of March 24, 2010 and unanimously recommended adoption by the City Council.

RECOMMENDATION:

Staff recommends Council adoption of a resolution encouraging retail establishments to participate in a voluntary plastic bag recycling program.

ATTACHMENTS:

Click to download

- Resolution 2890-410

RESOLUTION NO. 2890-410

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE PROMOTION AND ENCOURAGEMENT OF RETAIL ESTABLISHMENTS WITHIN THE CITY TO PARTICIPATE IN A VOLUNTARY PLASTIC BAG RECYCLING PROGRAM.

WHEREAS, the City of Avondale (the "City") has worked collaboratively with the Arizona Food Marketing Alliance and its member organizations to create a mutually beneficial solution to reducing the harmful effects of plastic bags; and

WHEREAS, the City has established a voluntary plastic bag recycling program (the "Program") to enhance the City's sustainability efforts and reduce the amount of plastic bag litter in the environment; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to encourage and support participation in the Program.

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

SECTION 1. The City Council requests that (i) retail establishments that provide plastic carry-out bags for their customers participate in the Program, (ii) retail establishments that are members of the Arizona Food Marketing Alliance track the amount of recycled plastic bags returned in compliance with the Program to report such information quarterly to the City's Field Operations Department staff.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2892-410 - Water Conservation Rebate Programs

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council adopt a Resolution approving three new water conservation rebate programs: Landscape Conversions for Non-Residential Water Users, “Smart” Irrigation Controllers for Non-Residential Water Users, and High Efficiency Clothes Washer Rebate for City of Avondale water customers.

BACKGROUND:

The City has implemented a multi-faceted Water Conservation Program to address water waste and misuse. The three proposed Rebate Programs will augment the existing programs and are intended to encourage a permanent reduction in water use by establishing financial incentives for the customers.

DISCUSSION:

The City has developed three proposed rebate programs for customers wishing to: (1) replace traditional clothes washers with High Efficiency Clothes Washers, (2) convert large areas of turf, and (3) install “Smart” irrigation controllers.

The programs include rebates up to: 1) $200 per 1,000 square feet of turf converted to low water use landscape, 2) $200 per “Smart” Irrigation Controller, 3) $100 for replacement of a traditional clothes washer with a high efficiency clothes washer.

The proposed programs were presented to the City Council during their Work Session on March 8, 2010.

BUDGETARY IMPACT:

The Water Resources Department budget for FY 09/10 currently includes a total of $24,000 for approved customer rebates (Operating Fund - Water Conservation Supplies line, 501-9112-00-7991). To date, a total of $675 has been distributed, leaving $23,325 for the remainder of the fiscal year. There should be sufficient funding to accommodate rebates requested though the new programs. Rebates will be available on a first come, first served basis. Should available funds be exhausted, applicants will be placed on a waiting list for the following fiscal year.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution approving three new water conservation rebate programs: Landscape Conversions for Non-Residential Water Users, “Smart” Irrigation Controllers for Non-Residential Water Users, and High Efficiency Clothes Washer Rebate for City of Avondale water customers.

ATTACHMENTS:

Click to download

- RES - 2892-410

RESOLUTION NO. 2892-410

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING A LANDSCAPE CONVERSION REBATE PROGRAM FOR NON-RESIDENTIAL WATER USERS, A "SMART" IRRIGATION CONTROLLERS REBATE PROGRAM FOR NONRESIDENTIAL WATER USERS AND A HIGH-EFFICIENCY CLOTHES WASHERS REBATE PROGRAM.

WHEREAS, the Council of the City of Avondale, Arizona (the "City Council") desires to conserve and protect the City of Avondale's limited water resources and ensure compliance with the Arizona Department of Water Resources "gallons per capita per day" use requirement; and

WHEREAS, the City of Avondale (the "City") has implemented a multi-faceted Water Conservation Program to address water waste and misuse; and

WHEREAS, to further the City's water conservation efforts, the City Council desires to adopt (i) a landscape conversion rebate program for non-residential water users, (ii) a "Smart" irrigation controller rebate program for non-residential water users, and (iii) a high-efficiency clothes washer rebate program for residential users, to encourage a permanent reduction in water use by establishing financial incentives for the City's customers.

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

SECTION 1. The Landscape Conversion Rebate Program for Non-Residential Water Users is hereby adopted substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The "Smart" Irrigation Controller Rebate Program for Non-Residential Water Users Rebate Program is hereby adopted substantially in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3. The High-Efficiency Clothes Washer Rebate Program for residential users is hereby adopted substantially in the form attached hereto as Exhibit C and incorporated herein by reference.

SECTION 4. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2892-410

[Landscape Conversion Rebate Program for Non-Residential Water Users]

See following pages.

Landscape Conversion Rebate Program for Non-Residential Water Users

PURPOSE AND DESCRIPTION

This program offers rebates starting at $200 per 1,000 square feet of turf converted to low-water use landscape up to a maximum of $3,000. This Rebate Program encourages installation of low-water-use, drought-tolerant plants (Xeriscape), thereby creating a reduction in the amount of water applied to landscapes. Free low-water use landscaping booklets and an interactive CD are available to assist with conversion to Xeriscape. Request these by calling (623) 333-4422, or by email request at eavila@avondale.org.

WHO IS ELIGIBLE

Homeowner Association (HOA), schools, and commercial properties that are Avondale utility customers who use potable water to irrigate turf areas on a continual basis and meet the program qualifications and requirements stated below. If the applicant is an HOA, it must be authorized by the HOA Board and the applicant must be the Property Manager or Homeowner Association President.

Getting Started

1. Call the Water Conservation Office at (623) 333-4422 to set up a preliminary site inspection.
2. Submit a "before" photo of established turf area and "after" photo of landscape conversion.
3. You can begin the project after verification of eligibility by the Water Conservation Staff member.
4. The City of Avondale may reject applications it deems out of compliance with Xeriscape principles.
5. **Revised landscape plans shall be submitted to the City of Avondale Planning & Development Office for approval.**

REQUIREMENTS

1. The property must have a minimum of 1,000 square feet of established turf area in the landscape that will be removed and converted to low-water use landscaping.
2. Landscapable area of the property must exceed 1,000 square feet. This area excludes buildings, driveways, and pools, etc. Patio or decking is included in landscapable area.
3. The HOA common area landscape conversion must be completed on or after July 1, 2009.
4. Rebate application must be completed and submitted by applicant.
5. A preliminary site inspection to confirm eligibility is required before starting the conversion.
6. The HOA organization applying for the rebate must participate in a free water budgeting program offered by the City of Avondale Water Conservation Office.
7. The application must include existing turf measurements.
8. A final inspection is required after completion of the landscape renovation.
9. Exposed soil in conversion areas must be landscaped. Bare soil is not acceptable.
10. No fountains are allowed in conversion areas unless they are recirculating and comply with Avondale's City Code.
11. After conversion, a minimum 75% of the total landscapable area must be in non-grass with only plants from the Phoenix AMA Low-Water Use Plant List and include inorganic or organic top dressing. The Phoenix AMA Low-Water Use Plant List can be found on the City's website at www.avondale.org/water. Inorganic top dressing may include gravel, river rock, and decomposed granite. Organic top dressing includes bark, shredded bark or mulch.
12. Include dated sales receipts to verify conversion expenditures must be submitted.
13. Two to three weeks after completion of landscape conversion and inspection, a rebate check will be issued and mailed via U.S. Post to the address on the application form.

An HOA property is permitted only one application per year. The number of rebates awarded each year depends upon availability of funds. Rebates are awarded in the order applications are received (from the date that the complete application is received) on a first come, first served basis. The rebate is not retroactive and does not apply to work completed before July 1, 2009. Program rules may be changed at any time.

QUESTIONS:

If you have further questions regarding the Landscape Conversion Rebate Program e-mail the Water Conservation Office at eavila@avondale.org or call (623) 333-4422.

Landscape Conversion Rebate Program Application for the Non-Residential Water Users

PLEASE RETURN COMPLETED APPLICATION TO:
WATER CONSERVATION REBATES
CITY OF AVONDALE WATER RESOURCES DEPARTMENT
399 E. LOWER BUCKEYE RD, STE 100, AVONDALE, AZ 85323
PHONE (623) 333-4422 FAX (623) 333-0440

TAX ID.
SOCIAL SECURITY NO. _____

CUSTOMER NAME: WATER SERVICES ACCOUNT NO.:

ADDRESS:

CITY: STATE: ZIP CODE:

TELEPHONE NUMBER (HOME): OTHER NUMBER:

ADDRESS OF PROPERTY (IF NOT THE SAME AS ABOVE):

GETTING STARTED:

⇒ The Water Conservation Office will review your application for eligibility. It is recommended that you call the Office at (623) 333-4422 to set up an initial inspection to ensure your landscape will meet the program requirements.

⇒ Once approved, you'll have one year to begin the landscape conversion in accordance with the approved site plan.

PLEASE CHECK OR RESPOND AS APPROPRIATE:

_____(Y or N) Has landscape plan been submitted and approved by the City of Avondale Planning & Development Office?

_____ (Y or N) Will the conversion/installation cover at least 1,000 square feet and at least 70% of the overall landscapable area?

_____ (Y or N) At maturity, will the plants and other features cover 75% of the landscaped area?

_____ (Y or N) Was the landscape conversion installed **AFTER** July 1, 2009?

_____ (Y or N) Will your conversion/installation meet the requirements of your HOA? (Attach letter of approval from HOA Board)

_____(Y or N) Is your DATED sales receipt attached? REMEMBER! Your dated sales receipt must accompany this application to verify conversion expenditures.

IN ADDITION TO THIS APPLICATION, PLEASE PROVIDE THE WATER CONSERVATION OFFICE WITH THE FOLLOWING:

1. LANDSCAPE SITE PLAN
2. PLANT LIST (PLANTS MUST BE SELECTED FROM THE PHOENIX AMA LOW WATER USE PLANT LIST)
3. PHOTOS OF AREA PRIOR TO THE NEW LANDSCAPE INSTALLATION (MINIMUM OF TWO)

WHAT HAPPENS NEXT?

⇒ Contact the Water Conservation Office once your conversion/installation is complete.

⇒ Two to three weeks after the Water Conservation Staff has conducted the site visit and approved the landscape conversion, a check will be issued and mailed via U.S. Post to the address on your application form.

I ACKNOWLEDGE THAT ALL REQUIREMENTS WERE FULFILLED AND CONVERSION COMPLETED AT THE STATED PROPERTY ADDRESS

SIGNATURE OF HOMEOWNER ASSOCIATION REPRESENTATIVE/PROPERTY MANAGER DATE

FOR OFFICE USE ONLY *DATE* *INITIALS*

ACCOUNT NUMBER: _____	APPLICATION RECEIVED	_____	_____
	INSPECTION REQUIRED/NOT REQUIRED (CIRCLE ONE)	_____	_____
	(IF INSPECTION REQUIRED) INSPECTION COMPLETED	_____	_____
	APPROVED/NOT APPROVED (CIRCLE ONE)	_____	_____
REBATE AMOUNT: _____	REBATE ISSUED	_____	_____

EXHIBIT B
TO
RESOLUTION NO. 2892-410

[“Smart” Irrigation Controller Rebate Program for Non-Residential Water Users Rebate Program]

See following pages.

"Smart" Irrigation Controller/Timer Rebate Program for Non-Residential Water Users

PURPOSE AND DESCRIPTION

Rebates of $200 are available to Homeowner Association (HOA), commercial and schools that install Smart Irrigation Controllers, also known as weather-based or Evapotranspiration (ET) controllers. Smart Irrigation Controllers provide the appropriate watering schedule for the landscape automatically making adjustments up to 365 times per year. These irrigation controllers use current weather data and information about site conditions (such as soil moisture, rain, wind, slope, soil, plant type, and more), and apply the right amount of water to the landscape based on those factors. Studies show most landscape water use can be reduced by as much as 30 percent with the use of a smart controller. However, this technology does not compensate for a poorly designed irrigation system or one that is inefficient. Therefore, the irrigation system should be in good working order.

WHO IS ELIGIBLE

Homeowner Associations, commercial and school properties that are Avondale utility customers who use potable water to irrigate common area landscaping on a continual basis and meet the program requirements stated below. Applicant must be duly authorized by the HOA Board and be the Property Manager or Homeowner Association President.

REQUIREMENTS

1. Total turf area irrigated by one controller must exceed 5,000 square feet. This excludes granite landscaped sections. The 5,000 square feet of turf does not need to be contiguous.
2. Smart Controllers must utilize one of the following technologies:
    a. Historical ET information programmed into the controller and accompanied with an active rain shut off and temperature sensor, or
    b. On-site weather station connected directly to the controller, or
    c. Controller capable of receiving ET data from regional weather stations through satellite feeds.
3. The irrigation system should be in excellent condition, free from leaks, malfunctioning valves or emitters. Issues with water pressure, poor design, soil compaction, slopes and basins, or mixed sprinkler heads, etc., will influence irrigation efficiency. A water audit is recommended for turf areas if one has not been performed within the last two years.
4. The landscape contractor and/or HOA Board agrees to participate in training to operate the controller.
5. The HOA Board agrees to allow the City to use water consumption data for educational purposes.
6. An HOA property is eligible to receive a maximum of up to five (5) Smart Irrigation Controller rebates. One controller per application. Rebate(s) will be issued upon final installation and inspection of Smart Irrigation Controller(s).
7. If the HOA Board chooses a controller using regional weather stations through satellite feeds, it must purchase a two-year subscription for the monthly service needed to supply each controller with daily weather data.
8. Conversions must have occurred on or after July 1, 2009.
9. Rebate application must be completed and submitted by applicant.
10. An inspection must be completed after installation of the controller to determine if it meets the requirements of this policy. Contact a Water Conservation Staff member at (623) 333-4422 to schedule an appointment for inspection.
11. A copy of the dated sales receipt of purchase for the controller must be submitted.
12. Two to three weeks after installation and inspection of "Smart" Irrigation Controllers, a check will be issued and mailed via U.S. Post to the address on your application form.

NOTE

The number of rebates awarded each year will depend on availability of funds. Rebates are awarded in the order the applications are received (from the date that the complete application is received) on a first come, first served basis. Program rules may be changed at any time.

QUESTIONS

If you have further questions regarding the "Smart" Irrigation Controller/Timer Rebate Program e-mail the Water Conservation Office at eavila@avondale.org or call (623) 333-4422 for more information.

"Smart" Irrigation Controller/Timer Rebate Program Application for Non-Residential Water Users

IMPORTANT!!

Please review the "Smart" Irrigation Controller/Timer Rebate Program information sheets for program eligibility and rebate requirements before making your purchase!

PLEASE RETURN COMPLETED APPLICATION TO:

WATER CONSERVATION REBATES
CITY OF AVONDALE WATER RESOURCES DEPARTMENT
399 E. LOWER BUCKEYE RD, STE 100, AVONDALE, AZ 85323
PHONE (623) 333-4422 FAX (623) 333-0440

TAX ID.
SOCIAL SECURITY NO . _____

CUSTOMER NAME: WATER SERVICES ACCOUNT NO.:

ADDRESS:

CITY: STATE: ZIP CODE:

TELEPHONE NUMBER (HOME): OTHER NUMBER:

ADDRESS OF PROPERTY (IF NOT THE SAME AS ABOVE):

PLEASE CHECK OR RESPOND AS APPROPRIATE:

⇒ The Water Conservation Office will review your application for eligibility and contact you to arrange a site visit.

_____ (Y or N) Does the total turf area irrigated by one controller exceed 5,000 square feet?

Square ft. turf_____ Square ft. granite_____

_____ Brand of ET Controller

|__|__|__|__|__|__|__|__|__|__|__|__| ET Controller Model Number

_____ (1,2,or 3) Smart Controllers must utilize one of the following technologies: (please indicate which one)

1. Historical ET information programmed into the controller and accompanied with an active rain shut off and temperature sensor, or
2. On-site weather station connected directly to the controller or
3. Controller capable of receiving ET data from regional weather stations through satellite feeds

_____ (Y or N) Was the timer purchased AFTER July 1, 2009?

_____ (Y or N) Is your DATED sales receipt attached? Dated sales receipt must accompany this application.

_____(Y or N) Has applicant received approval from Homeowner's Association? (Attach letter of approval from HOA Board)

_____(Y or N) Will the HOA Board agree to allow the City to use water consumption data for educational purposes.

WHAT HAPPENS NEXT?

⇒ Two to three weeks after installation and inspection of "Smart" Irrigation Controller(s), a check will be issued and mailed via U.S. Post to the address on your application form.

I ACKNOWLEDGE THAT THE TIMER IS INSTALLED AT THE STATED PROPERTY ADDRESS AND IS OPERATIONAL:

SIGNATURE OF HOA PROPERTY MANAGER OR PROPERTY OWNER DESIGNEE DATE

For Office Use Only		*Date*	*Initials*
Account Number: _____	Application Received	_____	_____
	Inspection Required/Not Required (Circle One)	_____	_____
	(If Inspection Required) Inspection Completed	_____	_____
	Approved/Not Approved (Circle One)	_____	_____
Rebate Amount: _____	Rebate Issued	_____	_____

EXHIBIT C
TO
RESOLUTION NO. 2892-410

[High-Efficiency Clothes Washer Rebate Program]

See following pages.

High Efficiency Clothes Washer Rebate Program

PURPOSE AND DESCRIPTION

This program offers a $100 financial incentive for Avondale residential water customers who choose to purchase a high-efficiency clothes washer (HEW) in place of a standard top-loading model. Conventional residential clothes washers use approximately 39 gallons of water per load (gpl) while high efficiency washers, or front-loading washers, use as little as 16 (gpl). These washers save an average of 7,000 gallons of water per household annually. By using less water, you can save money on water bills and water heating costs throughout the year. In addition, high efficiency clothes washers use less detergent and may also result in reduced drying time.

Who is Eligible

City of Avondale water customers who meet the program qualifications and requirements stated below. Commercial laundromats are not eligible.

REQUIREMENTS

1. Purchase and install an **approved** high-efficiency front-loading clothes washer. Washer must have received an Energy Star High-Efficiency Rating and also have **a water factor (WF) of 6 or less as established by the Consortium of Energy Efficiency**. A listing of washers meeting these requirements is available at http://www.cee1.org/, or a copy is available from the Avondale Water Conservation Office.
2. The high-efficiency clothes washer rebate must be used to replace an existing clothes washer already in use at the property address.
3. Purchases must have occurred on or after July 1, 2009. Purchases made prior to this date are not retroactive.
4. Rebate application must be filled out by applicant and submitted within one year of purchase date.
5. Submit a legible copy of the sales receipt for the new clothes washer. Sales receipt must include purchase date, purchase price, brand and model number.
6. Agree to a post-installation inspection prior to receiving the rebate.
7. The clothes washer must be installed before inspection.
8. An Avondale Water Conservation Staff member will schedule an appointment with the applicant for an on-site inspection.
9. Rebates are limited to one per applicant or installation address. Repeat purchases are not eligible for additional rebates.
10. The City of Avondale does not endorse or recommend specific brands, products or dealers.
11. Two to three weeks after approval of your application, and inspection of installed clothes washer, a $100 check will be issued to you and mailed via U.S. Post to the address on your application form.

PLEASE NOTE:

Applicants must be City of Avondale water customers. Sewer and trash-only customers are not eligible. The High Efficiency Clothes Washer rebate application must be submitted within one year of purchase and installation.
Not all high-efficiency clothes washers qualify for a rebate. Check the listing for models with a water factor of 6 or less available at http://www.cee1.org/ or call the Avondale Water Conservation Office.

The number of rebates awarded each year will depend on availability of funds. Rebates are awarded in the order the applications are received (from the date that the complete application is received) on a first come, first served basis. Program rules may be changed at any time.

How to Recycle Your Old Clothes Washer

Many local charitable groups accept reusable clothes washers. Recycling provides job training and self-sufficiency programs for people with disabilities and families in need. You also can also include it in your bulk trash collection. Call the City of Avondale Field Operations Department for more details at (623) 333-4700.

QUESTIONS: If you have further questions regarding the High Efficiency Clothes Washer Rebate Program e-mail the Avondale Water Conservation Office at eavila@avondale.org or call (623) 333-4422 for more information.

High Efficiency Clothes Washer Rebate Program Application

IMPORTANT!!

Please review the High Efficiency Clothes Washer Rebate Program eligibility and rebate requirements before making your purchase!

PLEASE RETURN COMPLETED APPLICATION TO:

WATER CONSERVATION REBATES
CITY OF AVONDALE WATER RESOURCES DEPARTMENT
399 E. LOWER BUCKEYE RD, STE 100, AVONDALE, AZ 85323
PHONE (623) 333-4422 FAX (623) 333-0440

TAX ID.
SOCIAL SECURITY NO. _____

CUSTOMER NAME: _____ WATER SERVICE ACCOUNT NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER (HOME): _____ OTHER NUMBER: _____

ADDRESS OF PROPERTY (IF NOT THE SAME AS ABOVE): _____

PLEASE CHECK OR RESPOND AS APPROPRIATE:

Type of Structure (check one) Single-Family __ Condo __ Apartment __ Duplex __ Other __

_____ Brand of Washer

|___|___|___|___|___|___|___|___|___|___|___|___| Washer Model Number

_____ Store Name

_____ (Y or N) Was the timer purchased AFTER July 1, 2009?

_____ (Y or N) Is your DATED sales receipt attached? REMEMBER! Your DATED sales receipt must accompany this application!

HOUSEHOLD INFORMATION

NO. OF BATHROOMS__ _____ NO. OF PERSONS IN HOUSEHOLD_____

ESTIMATED WASH LOADS PER WEEK_____ YEAR HOME WAS BUILT_____

TYPE OF WASHER BEING REPLACED_____ AGE OF WASHER BEING REPLACED_____

WHAT HAPPENS NEXT?

⇒ The Water Conservation Office will review your application for eligibility and contact you to arrange a site visit.

⇒ Two to three weeks after approval of your application, and inspection of installed clothes washer, a $100 check will be issued and mailed via U.S. Post to the address on your application form.

I HAVE READ AND UNDERSTAND THE POLICY REQUIREMENTS AS LISTED ABOVE:

_____

SIGNATURE OF PROPERTY OWNER (HOMEOWNER) DATE

For Office Use Only		*Date*	*Initials*
Account Number: _____	Application Received	_____	_____
	Inspection Required/Not Required (Circle One)	_____	_____
	(If Inspection Required) Inspection Completed	_____	_____
	Approved/Not Approved (Circle One)	_____	_____
Rebate Amount: _____	Rebate Issued	_____	_____

Purchase Date _____ Purchase Price _____

Receipt No. _____ Water Factor _____ Tier _____

CITY COUNCIL REPORT

SUBJECT:
Resolution 2896-410 JARC Grant Submittal - Job Access and Reverse Commute Transportation Program Grant Application for START Route 131 FY2011

MEETING DATE:
April 5, 2010

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 supporting the submittal of a grant proposal to the Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section 5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operation for START Route 131, in the amount of $258,000 with a 50% match requirement.

BACKGROUND:

The City of Avondale previously received Job Access Reverse Commute Grant funding through a formula grant administered by the City of Phoenix. In fiscal year 06/07 the Federal Government changed the application process from formula based to competitive. Avondale is now eligible to apply for the grant on behalf of the Avondale Urbanized Area, which includes Avondale and Goodyear for Route 131. The City of Avondale was awarded $130,000 in 06/07, $150,000 in 07/08, and is waiting on approval of $204,000 from last year's grant application.

DISCUSSION:

Arizona Department of Transportation is responsible for administering the Job Access and Reverse Commute Transportation Program. This new grant process is competitive and Avondale will be competing with Flagstaff, Prescott and other rural and small urbanized areas. The City of Avondale would like to submit an application on behalf of the Avondale Urbanized Area, which includes Goodyear. Avondale is requesting $258,000 for the operation of the START route 131. This route is eligible for JARC funding because it provides low to moderate income areas with a public transportation option to employment hubs in Avondale and Phoenix. Avondale must have authorization from City Council to enter into an agreement with ADOT. The application submittal requires assurances and signatures of approval in order to review the application. Avondale staff will work with the City of Phoenix to ensure that the assurances are met and will document all necessary requirements if and when the grant is awarded.

BUDGETARY IMPACT:

The Avondale Urbanized Area is requesting $258,000 with a 50% match requirement. Match funding is available through the Transit Budget and from the City of Goodyear.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution supporting the submittal of a grant proposal and the acceptance of the grant funding if awarded by the Arizona Department of Transportation Public Transportation Division for the Rural and Small Urban Application Section

5316, Job Access and Reverse Commute Transportation Program; to provide funding to support transit operations for START Route 131, in the amount of $258,000 with a 50% match requirement.

ATTACHMENTS:

Click to download

- Resolution 2896-410 JARC Grant Submittal

RESOLUTION NO. 2896-410

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR JOB ACCESS AND REVERSE COMMUTE TRANSPORTATION PROGRAM FUNDING FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION.

WHEREAS, as designated by the Governor of the State of Arizona, the Arizona Department of Transportation ("ADOT") administers Job Access and Reverse Commute ("JARC") Program funding for all rural and small urbanized areas for the State; and

WHEREAS, ADOT is seeking proposals for JARC grant funding from local agencies for projects relating to all aspects of transportation services; and

WHEREAS, the Council of the City of Avondale desires to submit an application for the JARC funding for the operation of the START 131 bus route (the "Application").

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. The submittal of the Application to ADOT for $258,000.00 in JARC funds is hereby authorized.

SECTION 3. The expenditure of 50% in matching funds is hereby authorized and officially designated to be used in conjunction with the JARC funds.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and any resulting grants and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2895-410 - Intergovernmental Agreement with Maricopa County for the Exchange of Services (Entente)

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and Maricopa County for the purpose of exchange of services for roadway maintenance (Entente Program), and authorize the Mayor and City Clerk to execute the necessary documents.

BACKGROUND:

In 2003, the City of Avondale and Maricopa County entered into a 5-year Entente agreement which expired in August of 2008. The purpose of the agreement was to provide the traveling public with a more seamless transportation system by developing and implementing a cooperative roadway maintenance program involving the exchange of services. The Entente Program looks beyond jurisdictional or geographical boundaries and focuses on the maintenance task required and the efficient use of available resources. The program will benefit areas where the City and County share jurisdictional boundaries such as Indian School Road, 107th Avenue, El Mirage Road, and Avondale Boulevard. The program anticipates temporary arrangements between the City and county for the provision of goods and services to complete routine or emergency roadway maintenance tasks. In the past, the agreement has been used for the repair of El Mirage Road due to flooding at the Gila River.

DISCUSSION:

The proposed IGA establishes a procedure that will authorize the County Transportation Director and the City Manager to enter into Letters of Agreement to exchange goods or services for routine or emergency highway maintenance services. The agreement addresses both the exchange of services and financial reimbursement if there is no opportunity for an exchange. The total financial reimbursement is limited to $200,000 per year. Examples of projects that could be completed under the Entente Program are signage, striping, and pavement repair. A complete list is included in Exhibit A of the IGA which is attached to this report.

BUDGETARY IMPACT:

In the event that the City would enter into a Letter of Agreement with the County for roadway maintenance, funding would be available in the existing Street and Pavement Maintenance budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution and authorize the Mayor and City Clerk to enter into an Intergovernmental Agreement (IGA) between the City of Avondale and the Maricopa County for Exchange of Services (Entente).

ATTACHMENTS:

Click to download

- Res - 2895-410 MC Entente

RESOLUTION NO. 2895-410

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO DEVELOPMENT AND IMPLEMENTATION OF A COOPERATIVE HIGHWAY MAINTENANCE PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with Maricopa County relating to development and implementation of the Entente Program regarding cooperative highway maintenance (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2895-410

(Intergovernmental Agreement)

See following pages.

INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY AND THE CITY OF AVONDALE

FOR THE EXCHANGE OF SERVICES (ENTENTE)

(C-91-___ - _____-2-00)

This Intergovernmental Agreement (the "**Agreement**") is between the County of Maricopa, a body politic, (the "**County**"), and the City of Avondale, a municipal corporation (the "**City**"). The County and City are collectively referred to as the "**Parties**" or individually as a "**Party**."

STATUTORY AUTHORIZATION

A. A.R.S. §11-251 authorizes the County to lay out, maintain, control and manage public roads within the County.

B. A.R.S. §§28-6701 et seq. authorizes the County to construct, improve or maintain part of a highway that is located within an incorporated city or town through cooperation with a city or town in the same manner that the County would construct, improve or maintain part of a highway that was located outside an incorporated city or town.

C. A.R.S. §9-276 (1) and the City Charter Article I, Section 3 authorizes the City to lay out, establish and regulate streets and public grounds within the City limits.

D. City Charter Article I, Section 3 authorizes the City to enter into cooperative agreements with the County regarding the construction, maintenance and operation of roads, bridges and highways.

E. A.R.S. §§11-951 et seq. authorize the City and the County to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

1. The Parties desire to develop and implement a cooperative highway maintenance program whereby routine or emergency highway maintenance will be performed more efficiently (the "Entente Program"). The Entente Program is designed to look beyond

jurisdictional or geographical boundaries and instead focus on the maintenance task needed and the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into temporary Letter of Agreements (the "**LOA**" or "**LOAs**"). The Parties desire to authorize the County Transportation Director and the City Manager, or designee to enter into separate LOAs for each routine or emergency highway maintenance project.

PURPOSE OF THE AGREEMENT

2. The purpose of this Agreement is to establish procedures to authorize the County Transportation Director and the City Manager or designee, to enter into LOAs to exchange goods or services between each Party in order to perform routine or emergency highway maintenance services.

TERMS OF THE LOAs

3. Each LOA will describe the routine or emergency highway maintenance project and the goods or services that are being exchanged between the Parties. If applicable, the LOA will also state the amount of reimbursement owed to the other Party if the value of goods or services exchanged is not of equal value; provided, however, the total aggregate reimbursement that is in excess of the value of the goods or services received for all LOAs shall not exceed the $200,000 per fiscal year.

4. After the Parties enter into an LOA, if there are unexpected or unforeseen costs that cause the value of the goods or services exchanged to become unequal or add to the amount of reimbursement for that LOA, the Parties shall amend the LOA, in writing; provided, however, that the additional reimbursement shall not cause the total aggregate reimbursement for all LOAs to exceed $200,000 per fiscal year.

5. All routine or emergency highway maintenance projects shall be performed in accordance with "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the County and City, as applicable.

6. All routine or emergency highway maintenance projects shall be performed with existing resources.

7. Nothing in any LOA shall be interpreted to enlarge or expand the City's or County's authority.

TERMS OF THE AGREEMENT

8. **The County agrees to:**

8.1 Authorize the County Transportation Director or designee to select routine or emergency highway maintenance projects suitable for an LOA and to authorize the County Transportation Director to enter into LOAs with the City; provided however, that, if applicable, if the value of goods or services exchanged with the City is not of equal value, the total reimbursement to the City for all LOAs will not exceed $200,000 per fiscal year.

8.2 Complete each routine or emergency highway maintenance project, such as those generally outlined on Exhibit A, which is attached hereto and incorporated herein by reference, in accordance with the County's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the County.

8.3 Exchange goods or services that will be of similar value or to reimburse the City for the value of goods or services in excess of the value of goods or services received from the City; provided however, that the total aggregate reimbursement to the City for all LOAs will not exceed $200,000 per fiscal year.

8.4 Permit the City to inspect the routine or emergency highway maintenance projects undertaken by the County on behalf of the City and pursuant to an LOA. If the City reasonably believes the project is not being conducted by the County in conformance with the LOA, or the City reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the County shall correct or re-perform it, as necessary, to the reasonable satisfaction of the City.

8.5 Comply with existing law and all County policies, such as planning, budgeting and purchasing.

8.6 Perform all obligations agreed to under an LOA.

9. **The City agrees to:**

9.1 Authorize the City Manager or designee to select routine or emergency highway maintenance projects suitable for an LOA and to enter into LOAs with the County; provided however, that, if applicable, if the value of goods or services exchanged with the County is not of equal value, the total aggregate reimbursement to the County for all LOAs will not exceed $200,000 per fiscal year.

9.2 Complete each routine or emergency highway maintenance project, such as those generally outlined on Exhibit A, in accordance with the City's procurement code and policies and the Uniform Standard Specifications for Public Works

Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the City.

9.3 Exchange goods or services that will be of similar value or to reimburse the County for the value of goods or services in excess of the value of goods or services received from the County; provided however, that the total aggregate reimbursement to the County for all LOAs will not exceed $200,000 per fiscal year.

9.4 Permit the County to inspect the routine or emergency highway maintenance projects undertaken by the City on behalf of the County and pursuant to an LOA. If the County reasonably believes the project is not being conducted by the City in conformance with the LOA, or the County reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the City shall correct or re-perform it, as necessary, to the reasonable satisfaction of the County.

9.5 Comply with existing law and all City policies, such as planning, budgeting and purchasing.

9.6 Perform all obligations agreed to under an LOA.

10. Each Party will maintain a record of the goods and services exchanged over the life of the Agreement. For the purposes of calculating the $200,000 fiscal year limit, the total aggregate reimbursement made by one Party to the other Party will not be offset by the value of the goods or services received.

MANNER OF FINANCING

11. The County and the City shall budget, finance and bear the expense of each LOA separately. The County Transportation Director and the City Manager or designee shall ensure that sufficient financing is available prior to entering into a LOA.

GENERAL TERMS AND CONDITIONS

12. To the extent permitted by law, each Party will indemnify and save the other Party harmless, including any of other Party's departments, agencies, officers, employees, elected officials or agents, for, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement and each LOA. To the extent permitted by law, each Party will indemnify the other Party for, from and against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement and each LOA, to the extent arising from any negligent act or intentional misconduct of the other Party's departments, agencies, officers, employees, elected officials or agents. The damages which are the subject of this indemnity shall include, but are not be limited to, the damages incurred by any

Party, its departments, agencies, officers, employees, elected officials or agents and include any costs, expenses of litigation and reasonable attorney's fees.

13. This Agreement shall become effective the date the County records it with the County Recorder and shall remain in full force and effect for a term of five (5) years from the date of recording with the County Recorder's office. This Agreement may only be amended in writing and signed by the County Transportation Director and City Manager or designee. Either Party may terminate this Agreement upon furnishing the other Party written notice at least thirty (30) days prior to the effective termination date.

14. This Agreement shall be subject to the provisions of A.R.S. § 38-511.

15. To the extent applicable under A.R.S. § 41-4401, each Party and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party's or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. Each Party retains the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. Each Party warrants to keep its respective papers and records open for random inspection during normal business hours by the other Party. Each Party and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

16. Each Party agrees to ensure that any contractor or subcontractor who is contracted by a Party to perform work on a project pursuant to an LOA:

    16.1 Warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A):

    16.2 Acknowledges that any breach of the above-mentioned warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;

    16.3 Agrees that each Party retains the legal right to inspect the papers and employment records of the contractor and subcontractor to ensure compliance with the above-mentioned warranty.

    16.4 Agrees to make all papers and employment records of its employees and subcontractors available to each Party during normal working hours in order to facilitate such an inspection;

    16.5 Acknowledges that nothing in the LOA or contract with the contractor or subcontractor shall make any contractor or subcontractor an agent or employee of the either Party to this Agreement and any LOA.

17. Each Party warrants that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further agree that any contractor or subcontractor who is contracted by either Party to perform work on the project described in an LOA shall warrant that the contractor or subcontractor does not have scrutinized business operations in Sudan or Iran.

18. Each Party warrants that it is not suspended or debarred by any federal agency which has provided funding that will be used in a Project described in an LOA. Each Party agrees to ensure that each contractor or subcontractor who work on a project described in an LOA is not suspended or debarred by any federal agency which has provided funding that will be used in a Project described in an LOA.

19. Each Party agrees to perform such duties and only such duties as are specifically set forth in this Agreement or LOA, and no implied covenants or obligations shall be read into this Agreement or LOA against either Party.

20. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement and an LOA.

21. Nothing in this Agreement shall be interpreted to enlarge or expand the City's or County's authority.

22. Every reimbursement obligation of the County or the City under this Agreement and any subsequent LOA is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement and any subsequent LOA, this Agreement and any subsequent LOA may be terminated by the County or the City at the end of the period for which the funds are available. No liability shall accrue to the County or the City in the event this provision is exercised, and the County or the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

23. This Agreement is the result of negotiations between the Parties, and the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the Party who (or whose attorney) prepared the executed agreement or any earlier draft of the same.

End of Agreement - Signature Pages Follow

SIGNATURE PAGE(S)

MARICOPA COUNTY

Recommended by:

3-23-10

John B. Hauskins, P.E. Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

CITY OF AVONDALE

Recommended by:

Charlie McClendon Date
City Manager

Approved and Accepted by:

Marie Lopez Rogers, Mayor Date
City Council

Attest by:

City Clerk Date

APPROVAL OF COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

County Counsel Date

City Attorney Date

1180862.2

EXHIBIT A

Examples of Routine or Emergency Highway Maintenance Projects:

A. Grading

B. Sweeping

C. Surface Treatments/Seal Coats

D. Signage

E. Striping

F. Debris Removal

G. Material Hauling

H. Fence Repair

I. Storm Drain/Culvert Repair

J. Barricading

K. Pothole Repair

L. Equipment Exchange

M. Concrete Repair

CITY COUNCIL REPORT

SUBJECT:
Resolution 2894-410 - Amending Certain Planning and Engineering Fees

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623)333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The current fees schedule for planning/permitting and engineering fees contained a few minor errors and omissions that could affect the calculation of the correct fees on new development projects. The updated section of the fee schedule is presented for Council review and approval.

BACKGROUND:

Each year staff prepares a listing of all rates, fees and fines charged by City departments that are not required to be adopted by ordinance. The fee schedule is adopted along with the budget so that each year the fees remain current. The current schedule was effective on July 1, 2009.

DISCUSSION:

While reviewing the fee schedule, the Engineering Department identified some fees that required immediate update and/or inclusion should any new development be submitted that would be affected.
Fees that were previously omitted include:

Sanitary Sewer - Drop Connection	$40.00 each
Water - Meter Box	$25.00 each
Irrigation Pipe	$1.00 per linear foot
Irrigation Manhole/Structure	$65.00 each
Planner Consultation	$45.00 per hour
Supplemental Report	$120.00 per hour
Second Review	No Charge

Fees to be amended

	Current Fee	Corrected Fee
Second Review Reports	$90.00 per hour	$120.00 per hour
Third Review Plans	$175.00 per sheet	$375.00 per sheet
Third Review Reports	$90.00 per hour	$120.00 per hour
Paving - Slurry/Micro Seal	$0.50 per square yard	$0.05 per square yard
Sanitary Sewer Pipe Connection	$50.00 each	$65.00 each
Sanitary Sewer Tap	$50.00 each	$65.00 each
Drainage - Underground Storm Water Ret Pipe	$0.80 per linear foot	$2.00 per linear foot
		$1,225 each + $70.00

Overlay District (Sp. Use)	$1,225 each	per Acre

Some fee titles have also been slightly modified for clarification. The fee schedule will be replaced and posted upon the approved effective date.

RECOMMENDATION:

Staff recommends that Council review and approve the resolution and revised fee schedule.

ATTACHMENTS:

Click to download

- Resolution 2894-410

RESOLUTION NO. 2894-410

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CURRENT FEE SCHEDULE FOR VARIOUS CITY SERVICES.

WHEREAS, on June 15, 2009, the Council of the City of Avondale (the "City Council) adopted Resolution No. 2833-609 approving the fees for various services provided by the City of Avondale for Fiscal Year 2009-10 (the "Fee Schedule"); and

WHEREAS, the City Council desires to amend the Fee Schedule for the remainder of Fiscal Year 2009-10.

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. The Fee Schedule is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 4. This Resolution shall take effect at 12:01 a.m. on May 5, 2010.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2894-410

[Fee Schedule]

See following pages.

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
General Fees			
Fee			
All Users	Copies	$0.25	Per Page
All Users	Copies - Color	$1.25	Per Page
All Users	Copies-Information CD	$5.00	Each
All Users	Annexation	$4,000.00	Deposit
All Users	Facility Use	$100.00	Deposit
All Users	Facility Use	$15.00	Per Hour
All Users	NSF Check Fee	$25.00	Each
All Users	Passport Photo Fees	$13.00	Each
All Users	Passport Application Processing	$25.00	Per Application
All Users	Notary	$2.00	Per Signature
All Users	Fire Records Report	$5.00	Per Report
All Users	Recording - General Documents, Governmental Agencies	$7.00	Per Recording
All Users	Recording - General Documents, Governmental Agencies, for each page over 5	$0.50	Per Page
All Users	Recording - Maps and Plats, Governmental Agencies, first sheet	$14.00	Per Recording
All Users	Recording - Maps and Plats, Governmental Agencies, for each sheet after the first	$10.00	Per Sheet
Planning/ Permitting			
Administrative			
All Users	Group Home Site Review	$150.00	Each
All Users	Zoning Verification Letter	$125.00	Each
All Users	Zoning Interpretation Letter	$175.00	Each
All Users	Manufactured/Modular Building	$75.00	Each
All Users	Temporary Use Permit	$175.00	Per Permit
All Users	Administrative Relief (Residential)	$200.00	Each
All Users	Administrative Relief (Commercial)	$450.00	Each
All Users	Appeals	$300.00	Each
Conditional Use Permit			
All Users	Conditional Use Permit	$1,225.00	Per Permit
All Users	CUP Unauthorized Use	$2,450.00	Each
All Users	CUP Extension		50% of current fee

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Planning/ Permitting			
General Plan & Specific Plan			
All Users	Major Text Amendment	$875.00	Each
All Users	Minor Text Amendment	$875.00	Each
All Users	Major Map Amendment	$875.00	Each
All Users	Major Map Amendment	$53.00	Per Acre
All Users	Minor Map Amendment	$875.00	Each
All Users	Minor Map Amendment	$53.00	Per Acre
Miscellaneous			
All Users	Development Agreement	$500.00	Each
All Users	Applicant Initiated Continuance	$500.00	Each
All Users	Research	$45.00	Per Hour
All Users	Copies - Full Size (24" x 36")	$3.00	Per Page
All Users	Copies (8.5" x 11")	$0.25	Per Page
All Users	Planner Consultation	$45.00	Per Hour
Plan Review			
All Users	Drainage Report	$120.00	Per Hour
All Users	Geo Tech Report (soils, paving, etc.)	$120.00	Per Hour
All Users	Grading & Drainage Plan	$375.00	Per Sheet
All Users	Improvement Plans (commercial)	$375.00	Per Sheet
All Users	Mass Grading Plan	$375.00	Per Sheet
All Users	Offsite Paving Plan	$375.00	Per Sheet
All Users	Other	$375.00	Per Sheet
All Users	Paving & Storm Drain Plan	$375.00	Per Sheet
All Users	Preliminary Grading & Drainage	$200.00	Per Sheet
All Users	Preliminary Utility Plans	$200.00	Per Sheet
All Users	Sewer Plan	$375.00	Per Sheet
All Users	Sewer Report	$120.00	Per Hour
All Users	Storm Water Management Plans (24" x 36")	$375.00	Per Sheet
All Users	Streetlight Plan	$375.00	Per Sheet
All Users	Striping & Signing Plan	$375.00	Per Sheet
All Users	Supplemental Report	$120.00	Per Hour
All Users	Traffic Impact Study	$120.00	Per Hour
All Users	Traffic Signal Plan	$375.00	Per Sheet
All Users	Water Plan	$375.00	Per Sheet

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Planning/ Permitting			
Plan Review			
All Users	Water Report	$120.00	Per Hour
All Users	Second Review Plans		Per Sheet
All Users	Second Review Reports	$120.00	Per Hour
All Users	Third Review Plans	$375.00	Per Sheet
All Users	Third Review Reports	$120.00	Per Hour
Plat/ Subdivision/ Land Division			
All Users	Preliminary Plat	$1,750.00	Each
All Users	Preliminary Plat	$9.00	Per Lot
All Users	Preliminary Plat Extension		50% of current fee
All Users	Preliminary Plat Amendment		50% of current fee
All Users	Final Plat	$975.00	Each
All Users	Final Plat	$9.00	Per Lot
All Users	Final Plat Amendment/Replat		50% of current fee
All Users	Minor Land Division	$450.00	Each
All Users	Map of Dedication	$350.00	Each
All Users	Single Family House Product Plan Review	$25.00	Per Lot
Pre-Application Meeting			
All Users	Planner Pre-Application Meeting	$150.00	Each
All Users	Team Pre-Application Meeting	$300.00	Each
All Users	Planner Consultation	$45.00	Per Hour
Public Notification Fees			
All Users	Required Publications		Current WVV Rate
All Users	Required Postings		Provided by Applicant
All Users	Required Property Owner Notifications		Provided by Applicant
Publication			
All Users	As-Builts	$1.00	Per Sheet
All Users	As-Builts	$10.00	Per Disc
All Users	Zoning Ordinance	$30.00	Each
All Users	Subdivision Ordinance	$10.00	Each
All Users	General Plan	$30.00	Each
All Users	Specific Area Plans/Other Plans	$20.00	Each
All Users	Zoning Atlas	$10.00	Each
All Users	Estrella Foothills/South Avondale CD Atlas	$10.00	Each
All Users	Development Progress Map	$20.00	Each

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Planning/ Permitting			
Publication			
All Users	Design Manuals	$20.00	Each
All Users	Design Manual CD	$10.00	Each
All Users	General Engineering Requirements	$25.00	Each
All Users	MAG Supplemental	$30.00	Each
All Users	Documents placed on CD	$5.00	Each
Rezoning			
All Users	Rezoning - Single Family	$1,050.00	Each
All Users	Rezoning - Single Family	$53.00	Per Acre
All Users	Rezoning - Multi-family	$1,050.00	Each
All Users	Rezoning - Multi-family	$70.00	Per Acre
All Users	Rezoning - Non Residential	$1,400.00	Each
All Users	Rezoning - Non Residential	$70.00	Per Acre
All Users	Rezoning PAD (Commercial/Residential)	$1,750.00	Each
All Users	Rezoning PAD (Commercial/Residential)	$70.00	Per Acre
All Users	Rezoning CC (City Center)	$1,750.00	Each
All Users	Rezoning CC (City Center)	$70.00	Per Acre
All Users	Zoning Ordinance Text Amendment	$875.00	Each
All Users	Overlay District	$1,225.00	Each
All Users	Overlay District	$70.00	Per Acre
All Users	Overlay District Extension		50% of current fee
All Users	PAD Extension or Amendment		50% of current fee
All Users	Major PAD Amendment		50% of current fee
All Users	Minor PAD Amendment		50% of current fee
Sign Review			
All Users	Permanent Sign (plan review fee + s.f. cost)	$30.00	Each
All Users	Permanent Sign (electrical per sign)	$40.00	Each
All Users	Temporary Sign (plan review fee + s.f. cost)	$30.00	Each
All Users	Square Foot Cost: 0-32 s.f.	$70.00	Each
All Users	Square Foot Cost: 32-48 s.f	$100.00	Each
All Users	Square Foot Cost: 48+ s.f.	$150.00	Each
All Users	Comprehensive Sign Package	$500.00	Each
Site Plan/ Design Review			

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Planning/ Permitting			
Site Plan/ Design Review			
All Users	Minor Site Plan/Design Review	$875.00	Each
All Users	Minor Site Plan/Design Review	$30.00	Per Acre
All Users	Major Site Plan/Design Review	$1,050.00	Each
All Users	Major Site Plan/Design Review	$50.00	Per Acre
All Users	Site Plan/DR Amendment/Extension		50% of current fee
All Users	Design Review Waiver	$75.00	Each
Variance			
All Users	Variance - Residential	$200.00	Each
All Users	Variance - Non Residential	$1,050.00	Each
All Users	Un-authorized Construction/Installation		double plan fee
Fire Fees			
Permits			
All Users	Annual fee for fire protection equipment contractor permit to do business in the City of Avondale	$75.00	Per Permit
All Users	Annual fee to store, transport on-site, dispense, use or handle hazardous materials in T105.6.21	$300.00	Per Permit
All Users	Fee to conduct institutional inspection for facilities licensed by the State of Arizona	$100.00	Per Permit
All Users	Fire Code - Firefighter air system (FAS)	$300.00	Per Permit
All Users	Fire Code - High-piled storage plan	$100.00	Per Permit
All Users	Fire Code - Public safety radio amplification system	$300.00	Per Permit
All Users	Temporary Use and Operational - Amusement Building	$200.00	Per Permit
All Users	Temporary Use and Operational - Blasting site operations (each 30 day period)	$250.00	Per Permit
All Users	Temporary Use and Operational - Carnivals, Fairs, Circus	$200.00	Per Permit
All Users	Temporary Use and Operational - Each additional tent, canopy, or membrane structure	$100.00	Per Permit
All Users	Temporary Use and Operational - Exhibits and Trade Show	$100.00	Per Permit

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Fire Fees			
Permits			
All Users	Temporary Use and Operational - Fireworks Display - each new location	$300.00	Per Permit
All Users	Temporary Use and Operational - Fireworks Display - repeat location previously approved	$200.00	Per Permit
All Users	Temporary Use and Operational - L-P Gas - Construction site use of containers over 100 lbs.	$100.00	Per Permit
All Users	Temporary Use and Operational - L-P Gas - public special even use of containers over 40 lbs.	$50.00	Per Permit
All Users	Temporary Use and Operational - Open burning or bon fires	$50.00	Per Permit
All Users	Temporary Use and Operational - Pyrotechnics Display	$250.00	Per Permit
All Users	Temporary Use and Operational - Single tent, canopy or membrane structure installation	$200.00	Per Permit
All Users	Temporary Use and Operational - Temporary fire apparatus access road (maximum 120 days)	$1,000.00	Per Permit
Plan Review and Permit			
All Users	Automatic Fire Sprinkler System - 13 D Residential - New installation or modification	$100.00	Per Review
All Users	Automatic Fire Sprinkler System - New installation under 10,000 sq. ft.	$300.00	Per Review
All Users	Automatic Fire Sprinkler System - New installation 10,001 - 52,000 sq. ft.	$400.00	Per Review
All Users	Automatic Fire Sprinkler System - New installation 52,001 - 104,000 sq. ft.	$800.00	Per Review
All Users	Automatic Fire Sprinkler System - New installation over 104,001 sq. ft.	$1,200.00	Per Review
All Users	Automatic Fire-Extinguishing System - New installation commercial cooking - single system	$150.00	Per Review
All Users	Automatic Fire-Extinguishing System - New installation: water, foam, CO2, clean agent, halon, chemical, etc.	$200.00	Per Review

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Fire Fees			
Plan Review and Permit			
All Users	Automatic Fire-Extinguishing System - Each additional system installed at the same time	$100.00	Per Review
All Users	Automatic Fire Sprinkler System - Modification (including TI), 1 - 20 sprinklers	$100.00	Per Review
All Users	Automatic Fire Sprinkler System - Modification (including TI), 21 - 100 sprinklers	$200.00	Per Review
All Users	Automatic Fire Sprinkler System - Modification (including TI), 101 - 500 sprinklers	$300.00	Per Review
All Users	Automatic Fire Sprinkler System - Modification (including TI), over 500 sprinklers	$400.00	Per Review
All Users	Automatic Fire-Extinguishing System - Modification to any alternative fire system	$100.00	Per Review
All Users	Fire Alarm & Detection System - Modification, new fire alarm control panel	$150.00	Per Review
All Users	Fire Alarm & Detection System - Modification (including TI), 1-5 devices	$100.00	Per Review
All Users	Fire Alarm & Detection System - Modification (including TI), 6-20 devices	$200.00	Per Review
All Users	Fire Alarm & Detection System - Modification (including TI), 21-50 devices	$400.00	Per Review
All Users	Fire Alarm & Detection System - Modification (including TI), over 50 devices	$500.00	Per Review
All Users	Fire Alarm & Detection System - New Installation under 5,000 sq.ft.	$300.00	Per Review
All Users	Fire Alarm & Detection System - New Installation 5,001 - 10,000 sq. ft.	$400.00	Per Review
All Users	Fire Alarm & Detection System - New Installation 10,001 - 50,000 sq.ft.	$600.00	Per Review
All Users	Fire Alarm & Detection System - New Installation 50,001 - 100,000 sq. ft.	$900.00	Per Review
All Users	Fire Alarm & Detection System - New Installation 100,001 - 150,000 sq.ft.	$1,200.00	Per Review
All Users	Fire Alarm & Detection System - New Installation over 150,000 sq. ft.	$1,500.00	Per Review

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Fire Fees			
Plan Review and Permit			
All Users	Fire Alarm & Detection System - Modification, connection to access-controlled egress doors or delayed egress locks	$150.00	Per Review
All Users	Fire Department Access - New installation - Address directory	$100.00	Per Review
All Users	Fire Department Access - New installation - Fire access equipment (key box, key switch, padlock)	$0.00	Per Review
All Users	Fire Department Access - New installation - Fire apparatus automatic access gate (each)	$100.00	Per Review
All Users	Fire Department Access - New installation - Fire apparatus manual access gate (each)	$100.00	Per Review
All Users	Fire Department Access - New installation - Fire lane marking	$100.00	Per Review
All Users	Fire Department Access - New installation - Firefighter access walkway gate (each gate)	$100.00	Per Review
All Users	Fire Department Access - Modification - Interior/private fire apparatus access road	$100.00	Per Review
All Users	Fire Department Access - Modication to each fire department access items (except key box, key switch, padlock)	$100.00	Per Hour
All Users	Fire Pump - New Installation	$500.00	Per Review
All Users	Fire Pump - Modification (minimum one hour)	$100.00	Per Review
All Users	Compressed Gases - New installation - Under 400 lbs.	$150.00	Per Review
All Users	Compressed Gases - New installation - Over 400 lbs.	$300.00	Per Review
All Users	Compressed Gases - Modification	$100.00	Per Review
All Users	Flammable and combustible liquid tanks - new installation tank	$200.00	Per Review
All Users	Flammable and combustible liquid tanks - each additional tank	$100.00	Per Review
All Users	Flammable and combustible liquid tanks - New installation >120 gal. part of emergency/standby power	$100.00	Per Review

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Fire Fees			
Plan Review and Permit			
All Users	Flammable and combustible liquid tanks - Modification	$100.00	Per Review
All Users	Flammable and combustible liquid tanks - Removal	$100.00	Per Review
All Users	Flammable and combustible liquid tanks - Each additional tank removed at same time	$50.00	Per Review
All Users	Hazardous Materials - New installation - HazMat container, tank or process	$200.00	Per Review
All Users	Hazardous Materials - Each additional container, tank, or process installed at the same time	$100.00	Per Review
All Users	Hazardous Materials - HMIS Assessment (minimum one hour)	$100.00	Per Hour
All Users	Hazardous Materials - HMMP Assessment (minimum one hour)	$100.00	Per Hour
All Users	Hazardous Materials - Modification (minimum one hour)	$100.00	Per Hour
All Users	L-P Gas - New installation - L-P gas system	$300.00	Per Review
All Users	L-P Gas - New installation - Prefilled portable cylinders for consumer exchange	$100.00	Per Review
All Users	L-P Gas - New installation - Storage containers awaiting use or resale	$200.00	Per Review
All Users	Private Fire Protection Water Supply - New installation - Private fire protection water supply system	$200.00	Per Hour
All Users	Private Fire Protection Water Supply - Fire flow test (not related to sprinkler system design)	$100.00	Per Review
All Users	Private Fire Protection Water Supply - Modification to private fire protection water supply system (includes private underground fireline)	$100.00	Per Review
All Users	Spraying or Dipping - New installation - Spray room, dip tank, or booth	$250.00	Per Review
All Users	Spraying or Dipping - Modification (minimum one hour)	$100.00	Per Hour
All Users	Standpipe - New Installation	$200.00	Per Review
All Users	Standpipe - Modification	$100.00	Per Review

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Fire Fees			
Plan Review and Permit			
All Users	Other - After hours inspections (four hour minimum)	$100.00	Per Hour
All Users	Other - Additional Inspections (two hour minimum)	$50.00	Per Hour
All Users	Other - Re-inspection fee (fee doubles each occurrence per job)	$100.00	Per Permit
All Users	Other - Standby personnel (Overtime)	$75.00	Per Overtime Hour
All Users	Other - Standby personnel (two hour minimum) (OT $75.00hr)	$50.00	Per Hour
All Users	Other - Technical assistance review (one hour minimum)	$100.00	Per Hour
All Users	Other - Work commencing before permit issuance		Double
All Users	Other - Alternative materials and methods (one hour minimum)	$100.00	Per Hour
All Users	Other - Expedited plan review based on staff availability (normal review time 10 business days)		Double
All Users	Other - Revision to previously reviewed plan (one hour minimum)	$100.00	Per Hour
Engineering Fees			
Fee			
All Users	Copies - Non Standard Sizes (Plans, Maps, other)	$3.00	Per Sheet
Permits			
All Users	Grading - All	$200.00	Base Fee + SY (Fee Below)
All Users	Grading - Less than 5 acres	$0.05	Square Yard
All Users	Grading - 5 - 20 acres	$0.04	Square Yard
All Users	Grading - Greater than 20 acres	$0.03	Square Yard
All Users	Drainage - Storm Sewer Pipe	$1.00	Linear Foot
All Users	Drainage - Storm Sewer Manholes	$65.00	Each
All Users	Drainage - Underground Storm Water Ret Pipe	$2.00	Linear Foot
All Users	Drainage - Drywell	$80.00	Each
All Users	Drainage - Spillway	$50.00	Each
All Users	Drainage - Rip Rap	$3.00	Cubic Yard

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Engineering Fees			
Permits			
All Users	Drainage - Curb Opening	$25.00	Each
All Users	Irrigation Pipe	$1.00	Linear Feet
All Users	Irrigation Manhole/Structure	$65.00	Each
All Users	Sanitary Sewer - Main Line Pipe	$1.20	Linear Foot
All Users	Sanitary Sewer - Service Line Pipe	$0.80	Linear Foot
All Users	Sanitary Sewer - Manhole	$65.00	Each
All Users	Sanitary Sewer - Drop Connection	$40.00	Each
All Users	Sanitary Sewer - Cleanouts; Mains & Service Lines	$40.00	Each
All Users	Sanitary Sewer - Sewer Tap	$65.00	Each
All Users	Sanitary Sewer - Pipe Connection	$65.00	Each
All Users	Sanitary Sewer - Pipe Encasement	$25.00	Linear Foot
All Users	Sanitary Sewer - Utility Adjustment (On-Site)	$15.00	Each
All Users	Water - Water Main Line	$1.20	Linear Foot
All Users	Water - Water Service Line	$0.80	Linear Foot
All Users	Water - Tapping Sleeve	$80.00	Each
All Users	Water - Mainline/Lateral/FH Valve	$25.00	Each
All Users	Water - Water Valve or ARV MH Vault	$65.00	Each
All Users	Water - Fire Line	$1.20	Linear Foot
All Users	Water - Fire Hydrants	$45.00	Each
All Users	Water - Blow Off/Tapped Cap	$25.00	Each
All Users	Water - Meter Box	$25.00	Each
All Users	Water - Backflow Preventer (Up to 3-in.)	$60.00	Each
All Users	Water - Backflow Preventer (3-in. & Greater)	$90.00	Each
All Users	Water - Water Line Connection	$65.00	Each
All Users	Water - Utility Adjustment (On-Site)	$15.00	Each
All Users	Utilities - Open Trench (R/W) Paved	$0.80	Linear Foot
All Users	Utilities - Open Trench (R/W) Un-Paved	$0.45	Linear Foot
All Users	Utilities - Boring Only	$0.30	Linear Foot
All Users	Utilities - Bore/Splice Pit	$40.00	Each
All Users	Utilities - Pothole	$50.00	Each
All Users	Concrete Structures - Catch Basins & Headwalls	$70.00	Each
All Users	Concrete Structures - Scuppers	$70.00	Each

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Engineering Fees			
Permits			
All Users	Concrete Structures - Box Culvert (% of Estimated Construction Cost)		4% of Cost
All Users	Concrete - Sidewalk	$0.10	Square foot
All Users	Concrete - 6" Vert Curb & Gutter, Single Curb & Ribbon Curb	$0.25	Linear Foot
All Users	Concrete - Valley Gutter & Apron	$0.30	Square foot
All Users	Concrete - Bus Bay, R Turn Lane	$0.20	Square Foot
All Users	Concrete - Return Type Driveway (Commercial)	$0.20	Square Foot
All Users	Concrete - Sidewalk Ramps	$40.00	Each
All Users	Concrete - Driveway (Non-return Type)	$75.00	Each
All Users	Paving - New Conc. Asphalt Pavement (Full Section in Place)	$0.60	Square Yard
All Users	Paving - Asphalt Concrete Overlay (1 Lift)	$0.30	Square Yard
All Users	Paving - Slurry / Micro Seal	$0.05	Square Yard
All Users	Paving - Utility Adjustments (Offsite)	$25.00	Each
All Users	Paving - Survey Monuments	$25.00	Each
All Users	Paving - Street Signs	$25.00	Each
All Users	Paving - Barricade / Guardrail	$4.00	Linear Foot
All Users	Paving - Striping (4-in Equiv.)	$0.05	Linear Foot
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) Area < 100 SY	$20.00	Square Yard
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) 100 SY - 700 SY	$5.00	Square Yard
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) 700 SY - 1,760 SY	$1.50	Square Yard
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) Area > 1,760 SY	$0.60	Square Yard
All Users	Street Lights	$50.00	Each
All Users	Landscaping (ROW Area)	$0.08	Square Yard
All Users	Landscape Backflow Preventer	$60.00	Each
All Users	Unspecified Items - % of Estimated Construction Cost		4%
All Users	Dirt Haul Permit	$75.00	LS
All Users	Permit Modification	$50.00	LS
All Users	Renew Expired Permit (With City Approval)	$150.00	LS

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Engineering Fees			
Permits			
All Users	After Business Hours & Green Friday Inspections (2-Hr min.)	$120.00	Per Hour
All Users	Second and subsequent re-inspections required for failure to correct deficiencies	$120.00	Per Hour
All Users	Retaining Walls	$0.50	Linear Foot
All Users	Theme Wall	$0.05	Linear Foot
Publication			
All Users	GER Manual	$25.00	Each
All Users	MAG Supplement Manual	$30.00	Each
City Court Fees			
Fee			
All Users	Audio/Video Record Duplication Fee	$17.00	Per Appeal
All Users	Civil Traffic Appeal Fee	$35.00	Per Appeal
All Users	Court Copy Rates	$0.50	Per page
All Users	Court Enhancement Fee	$10.00	Per Case
All Users	Default Fee	$100.00	Per Case
All Users	Defensive Driving	$185.00	Per Case
All Users	NSF Check Fees	$25.00	Per Check
Fines - Civil - Initial Assessment			
All Users	Child not in restraint	$120.00	Per Violation
All Users	Control Devices	$155.00	Per Violation
All Users	Control Signal	$155.00	Per Violation
All Users	Driver License Not in Possession	$120.00	Per Violation
All Users	Failure to Control Speed to Avoid a Collision - accident without serious injury	$155.00	Per Violation
All Users	Failure to Drive Right Side of Roadway	$155.00	Per Violation
All Users	Failure to Get Duplicate Plates	$120.00	Per Violation
All Users	Failure to Report Name/Change of Address	$120.00	Per Violation
All Users	Failure to Stop for Red Light	$205.00	Per Violation
All Users	Insurance Violations	$110.00	With valid proof of insurance
All Users	Insurance Violations	$940.00	For First Offense
All Users	License Plate Display Violation	$510.00	Per Violation

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
City Court Fees			
Fines - Civil - Initial Assessment			
All Users	Motorcycle Between Lanes of Traffic/Driving on Sidewalk	$155.00	Per Violation
All Users	Neighborhood Electric Vehicle Speed Restrictions	$120.00	Per Violation
All Users	No Valid Drivers License/Endorsement	$120.00	Per Violation
All Users	Pedestrian Violations	$65.00	Per Violation
All Users	Pedestrian Violations	$155.00	Per Violation
All Users	Private Property to Avoid Traffic Device	$155.00	Per Violation
All Users	Raise/Lower Vehicle > 15 mph	$155.00	Per Violation
All Users	Registration Card Violation	$110.00	Per Violation
All Users	Registration in County Residence	$210.00	Per Violation
All Users	Registration Violation	$110.00	Per Violation - upon proof of registration
All Users	Registration Violation	$572.00	Per Violation
All Users	Registration Violations	$110.00	Per Violation
All Users	Resident with Out of State Plates	$572.00	Per Violation
All Users	Seat Belt Violations	$38.50	Per Violation
All Users	Speed Less than Reasonable and Prudent	$155.00	Per Violation
All Users	0-9 mph over speed limit	$205.00	Per Violation
All Users	Speed Not to Impede Traffic	$155.00	Per Violation
All Users	10-15 mph over speed limit	$225.00	Per Violation
All Users	Speeding in School Zone/Failure To Stop in School Zone	$155.00	Per Violation
All Users	16-20 mph over speed limit	$240.00	Per Violation
All Users	Stop Sign/Yield Sign - Stop from Alley	$155.00	Per Violation
All Users	21-29 mph over speed limit	$295.00	Per Violation
All Users	Various - (Obstruction of View, Unsafe Backing)	$155.00	Per Violation
All Users	30-39 mph over speed limit	$378.00	Per Violation
All Users	Various - (Failure to have proper mirrors/Load or cover insecure)	$120.00	Per Violation
All Users	40+ mph or more over speed limit	$480.00	Per Violation
All Users	Various - (Operate unsafe vehicle/Brake Violation)	$120.00	Per Violation
All Users	Vehicle in Bike Path/Lane Stop	$155.00	Per Violation
All Users	Vio/Flashing Red Stop Signal	$155.00	Per Violation

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
City Court Fees			
Fines - Civil - Initial Assessment			
All Users	Vio/Flashing Yellow Signal	$155.00	Per Violation
All Users	Yield to Pedestrian	$155.00	Per Violation
All Users	Pedestrian Use Sidewalks	$65.00	Per Violation
Fines - Civil - Initial Assessment in Default			
All Users	Child not in restraint	$220.00	Default Violation
All Users	Control Devices	$255.00	Default Violation
All Users	Control Signal	$255.00	Default Violation
All Users	Driver License Not in Possession	$255.00	Default Violation
All Users	Failure to Carry Vehicle Registration Card	$210.00	Default Violation
All Users	Failure to Control Speed to Avoid a Collision - accident without serious injury	$255.00	Default Violation
All Users	Failure to Display Legible Plates	$210.00	Default Violation
All Users	Failure to Drive Right Side of Roadway	$255.00	Per Violation
All Users	Failure to Get Duplicate Plates	$210.00	Per Violation
All Users	Failure to Report Name/Change of Address	$210.00	Per Violation
All Users	Failure to Stop for Red Light	$305.00	Per Violation
All Users	Insurance Violations	$1,040.00	Per Violation
All Users	Motorcycle Between Lanes of Traffic/Driving on Sidewalk	$255.00	Per Violation
All Users	No current registration	$672.00	Per Violation
All Users	No Valid Drivers License/Endorsement	$210.00	Per Violation
All Users	Pedestrian Use Sidewalks	$165.00	Per Violation
All Users	Pedestrian Violations	$255.00	Per Violation
All Users	Pedestrian Violations	$165.00	Per Violation
All Users	Private Property to Avoid Traffic Device	$255.00	Per Violation
All Users	Vio/Flashing Red Stop Signal	$255.00	Per Violation
All Users	Vio/Flashing Yellow Signal	$255.00	Per Violation
All Users	Yield to Pedestrian	$165.00	Per Violation
All Users	Speed Not to Impede Traffic	$255.00	Per Violation
All Users	Speeding in School Zone/Failure To Stop in School Zone	$255.00	Per Violation
All Users	Stop Sign/Yield Sign - Stop from Alley	$255.00	Per Violation
All Users	Various - (Obstruction of View, Unsafe Backing)	$255.00	Per Violation
All Users	0-9 mph over speed limit	$305.00	Per Violation

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
City Court Fees			
Fines - Civil - Initial Assessment in Default			
All Users	Various - (Failure to have proper mirrors/Load or cover insecure)	$210.00	Per Violation
All Users	10-15 mph over speed limit	$325.00	Per Violation
All Users	Various - (Operate unsafe vehicle/Brake Violation)	$210.00	Per Violation
All Users	16-20 mph over speed limit	$340.00	Per Violation
All Users	Vehicle in Bike Path/Lane Stop	$255.00	Per Violation
All Users	Raise/Lower Vehicle > 15 mph	$255.00	Per Violation
All Users	Registration Violations	$210.00	Per Violation
All Users	Resident with Out of State Plates	$672.00	Per Violation
All Users	Speed Less than Reasonable and Prudent	$255.00	Per Violation
Police Fees			
Fee			
All Users	Audio Tapes (including 911)	$10.00	Each
All Users	Crime Analysis or Statistical Research	$20.00	Per Hour
All Users	Crime Analysis or Statistical Research	$0.20	Per Page
All Users	Fingerprint Fees	$15.00	Per Set
All Users	Police Report - Off-Site - First 20 Pages	$20.00	Per Report
All Users	Standard Police Report - Every page after 20	$0.20	Per Page
All Users	Standard Police Report - First 20 Pages	$5.00	Per Report
All Users	Vehicle Impound Release	$150.00	Per Vehicle
Water/ Sewer/ Sanitation			
Water Miscellaneous			
All Users	Disconnect Fee	$60.00	Each
All Users	Turn-On Fee	$20.00	Each
Residential	Security Deposit	$75.00	Each
Recreation Fees			
Recreation			
All Users	Adult (Non-Senior) Activities	$15.00	Per Activity
All Users	Community Center Usage	$100.00	Deposit
All Users	Day Trips	$35.00	Per Trip

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Recreation Fees			
Recreation			
All Users	Light Fee	$10.00	Per Hour
All Users	Overnight (or longer) trips	$100.00	Per Trip
All Users	Senior Activities	$5.00	Per Activity
All Users	Special Events	$80.00	Per Event
All Users	Special Interest Classes	$30.00	Per Class
All Users	Sports Programs	$30.00	Per Program
All Users	Youth Activities	$15.00	Per Activity
Non-Residential	Field Reservation	$6.00	Per Hour
Non-Residential	Ramadas - Six Hours Single	$18.00	Per Rental
Non-Residential	Ramadas - Twelve Hours Single	$30.00	Per Rental
Non-Residential	Community Center Usage	$20.00	Per Hour
Non-Residential	Summer Program	$180.00	For Entire Session
Non-Residential	Ramadas - Six Hours Double	$30.00	Per Rental
Non-Residential	Ramadas - Twelve Hours Double	$42.00	Per Rental
Non-Residential	Summer Program	$36.00	Per Week
Residential	Field Reservation	$5.00	Per Hour
Residential	Ramadas - Six Hours Single	$15.00	Per Rental
Residential	Ramadas - Twelve Hours Single	$25.00	Per Rental
Residential	Summer Program	$150.00	For Entire Session
Residential	Community Center Usage	$15.00	Per Hour
Residential	Summer Program	$30.00	Per Week
Residential	Ramadas - Six Hours Double	$25.00	Per Rental
Residential	Ramadas - Twelve Hours Double	$35.00	Per Rental
Library Fees			
Library			
All Users	Collection Agency Fee	$15.00	Per Account
All Users	Copies from Public Copier	$0.25	Per Page
All Users	Destroyed Items - Actual cost of item plus processing fee of	$5.00	Per Item
All Users	Interlibrary Loans - Items not picked up	$2.00	Per Item
All Users	Lost Cataloged Items - Actual cost of item plus processing fee of	$5.00	Per Item
All Users	Overdue Fines - Books, Audio Books & CDs	$0.20	Per Day

City of Avondale

Fee Schedule

Fee/ User Type	Description	Fee	Unit of Measure
Library Fees			
Library			
All Users	Printing from Public Computers - Black and White	$0.25	Per Page
All Users	Returned Check Fee	$25.00	Per Occurrence
All Users	Overdue Fines - DVDs	$2.00	Per Day
All Users	Printing from Public Computers - Color	$1.25	Per Page
All Users	Replacement Library Card	$2.00	Per Card
Licenses Fees			
License			
All Users	Business License	$25.00	Processing
All Users	Business License	$40.00	Annual
All Users	Massage Establishment	$25.00	Per License
All Users	Peddlers License - Fingerprinting	$15.00	Per License
All Users	Special Event Business	$15.00	Per Day

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1402-410 - Authorize an Easement for Right-of-Way for the Van Buren Street and Eliseo C. Felix Jr. Way Traffic Signal Project

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an ordinance authorizing the purchase of a triangle parcel for the roadway maintenance of the traffic signal installed on the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way in the amount of $8,650, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

BACKGROUND:

The City has completed the installation of a traffic signal system at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way. During construction, the City obtained a right of entry from Maricopa County Facilities. The acquisition of a right-of-way easement is necessary for the maintenance of the signal system.

DISCUSSION:

The triangle portion of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way is currently included in APN 500-02-016Q and owned by Maricopa County Facilities. Staff initiated right-of-way coordination and negotiation with Maricopa County Facilities, current owners of Parcel APN 500-02-016Q. An agreement has been reached concerning the purchasing of the required right-of-way easement.

RIGHT-OF-WAY NEEDS:
The required additional right-of-way for this project incorporates an approximate 30 foot by 30 foot by 42 foot (449 square feet, or 0.01 acres) triangular roadway easement necessary for maintenance of roadway facilities, including the traffic signal system along the Maricopa County Facilities parcel APN 500-02-016Q. The 449 square feet of area is described in attached Exhibit “A”.

BUDGETARY IMPACT:

Funding in the amount of $8,650 is available in the CIP Street Fund Line Item No. 304-1242-00-8420, Traffic Signal - Van Buren and Eliseo C. Felix Jr. Way.

RECOMMENDATION:

Staff recommends that the City Council approve the ordinance authorizing the purchase of a triangle parcel for the roadway maintenance of the traffic signal installed on the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way in the amount of $8,650, and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1402-410

VICINITY MAP

CITY OF AVONDALE

Eliseo C Felix Jr Way. & Van Buren St. Proposed Signal

ORDINANCE NO. 1402-410

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") 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 in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property necessary for public use.

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 purchase of a certain right-of-way over ± 0.01 acres of real property, generally located along the north side of Van Buren Street, west of Eliseo C. Felix Jr. Way, in Avondale, Arizona, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. 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 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1402-410

[Legal description and map of Acquisition Property]

See following pages.

L E G A L D E S C R I P T I O N

New Right of Way for APN 500-02-016Q

A Portion of Land located in the Southwest Quarter of the Southwest Quarter of Section 2, Township 1 North, Range 1 West of The Gila and Salt River Meridian, Maricopa County, Arizona. Being More fully described as follows:

Commencing at the Southwest Corner of Section 2:

THENCE South 88 degrees 21 minutes 58 seconds East for a Distance of 1,285.70 feet to a point on the South line of Section, 2 (Van Buren Street);

THENCE North 01 degrees 14 minutes 50 seconds East for a Distance of 55.00 feet To The True Point of Beginning;

THENCE North 88 degrees 21 minutes 58 seconds West for a Distance of 30.00 feet To an Angle Point;

THENCE North 46 degrees 09 minutes 02 seconds East for a Distance of 42.07 feet To an Angle Point;

THENCE South 00 degrees 40 minutes 03 seconds West for a Distance of 30.00 feet back to the True Point of Beginning;

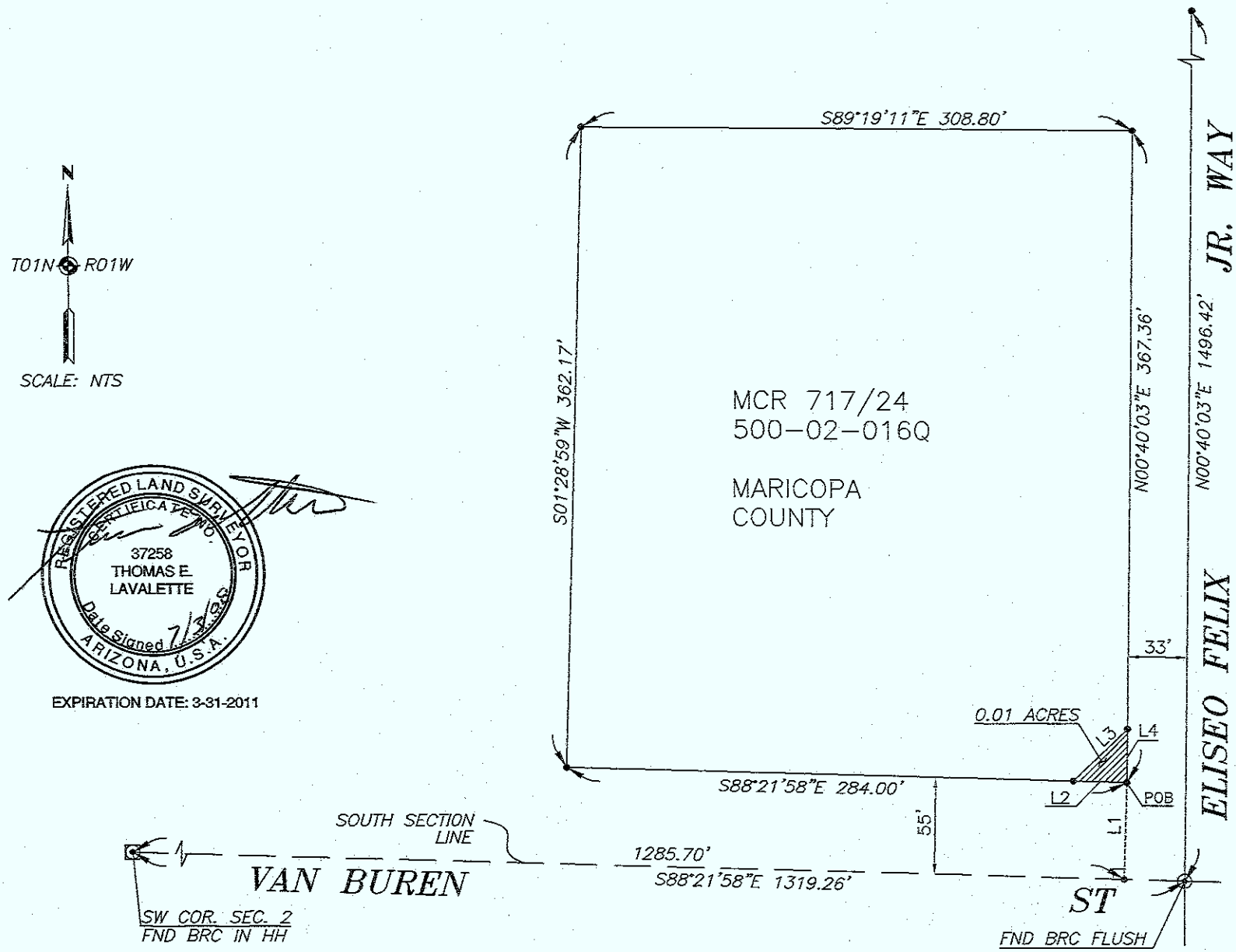
Together with and subject to covenants, easements, and Restrictions of record.

Said property contains 449 sq ft or 0.01 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 7/3/09
ARIZONA, U.S.A.

EXPIRATION DATE: 3-31-2011

EXHIBIT 'A'



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 7/3/09
ARIZONA, U.S.A.

EXPIRATION DATE: 3-31-2011

LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°14'50"E	55.00'
L2	N88°21'58"W	30.00'
L3	N46°09'02"E	42.07'
L4	S00°40'03"W	30.00'

EA
950 W ELLIOT RD
SUITE 126
TEMPE, AZ 85284
ENGINEERING ALLIANCE

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1399-410 - Accepting Certain Real Property for Use as Public Right-of-Way from Sun Cor

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the conveyance of certain real property necessary to complete right-of-way on Dysart Road at the north edge of the Roosevelt Irrigation District Canal bridge south of Osborn Road and authorize the Mayor, City Clerk and City Attorney to execute the appropriate documentation.

BACKGROUND:

Sun Cor contacted City staff as part of an effort to clear up remnant properties while divesting their holdings. They have prepared and submitted a quit claim deed to the city for this purpose.

DISCUSSION:

The proposed public right-of-way consists of a 25.23 foot by 24.27 foot diamond shaped parcel with an area of about 607 square feet. This parcel is locatedabout 465 feet south of Osborn Road on the north edge of the Roosevelt Irrigation District right-of-way within the west edge of the 65 foot wide right-of-way there.

Staff has reviewed and approved the respective legal descriptions.

BUDGETARY IMPACT:

Accepting the conveyance of this property for public right-of-way will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends thatthe City Council adopt an ordinance accepting the conveyance of certain real property necessary to complete right-of-way on Dysart Road at the north edge of the Roosevelt Irrigation District Canal bridge south of Osborn Road and authorize the Mayor, City Clerk and City Attorney to execute the appropriate documentation.

ATTACHMENTS:

Click to download

- Partially Executed Deed
- Vicinity Map
- ORD - 1399-410

When recorded, return to:

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

QUITCLAIM DEED
(Exempt per A.R.S. §11-1134(A)(3)]

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SunCor Development Company, an Arizona corporation ("Grantor"), does hereby quitclaim to City of Avondale, an Arizona municipal political subdivision ("Grantee"), any right, title, or claim Grantor may have in and to that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference.

Dated this 18th day of February, 2010.

GRANTOR:

SunCor Development Company,
an Arizona corporation

By: M. Randall Levin

Name: M. Randall Levin
Title: Vice President

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of February, 2010, by M. Randall Levin, the Vice President of SunCor Development Company, an Arizona corporation, for and on behalf of the corporation.

Sharon A. Hamilton
Notary Public

My Commission Expires:
6-6-2013

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
SHARON A. HAMILTON
My Appointment Expires 06-06-2013

GRANTEE:

City of Avondale,
an Arizona municipal political subdivision

By: _____

Name: _____
Title: _____

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, the _____ of City of Avondale, an Arizona municipal political subdivision, for and on behalf of the City of Avondale.

_____
Notary Public

My Commission Expires:
_____

KEOGH ENGINEERING, INC
Civil Engineers | Land Surveyors

Keogh Engineering, Inc.
14150 W. McDowell Rd. • Goodyear Arizona 85395
(623) 535-7260 • Fax (623) 535-7262 • E-mail: keoeng@qwest.net

Legal Description
SunCor Development Company
Our Job No. 18943
22 February 2010

DYSART ROAD AND RID CANAL

A portion of the Southeast quarter of Section 27, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Beginning at the East quarter corner of said Section 27, thence South 0°12'42" West along the East line of said Section 27, a distance of 465.19 feet to a point on the North right of way line of the Roosevelt Irrigation District canal as recorded in Book 247 of deeds, Page 589, records of Maricopa County, Arizona; thence North 82°05'42" West along said North Right of way line, a distance of 40.36 feet to the TRUE POINT OF BEGINNING of the herein described parcel; thence continuing North 82°05'42" West along said North right of way line, a distance of 25.23 feet; thence North 0°12'42" East parallel to and 65 feet West of the East line of said Section 27, a distance of 24.27 feet; thence South 82°05'42" East parallel to the North right of way line of said Roosevelt Irrigation District canal, a distance of 25.23 feet; thence South 0°12'42" West parallel to and 40 feet West of the East line of said Section 27, a distance of 24.27 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 607 square feet or 0.014 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10846
DENNIS FRANK
KEOGH
DATE SIGNED 2/22/10
ARIZONA U.S.A.
EXPIRES 6/30/2012

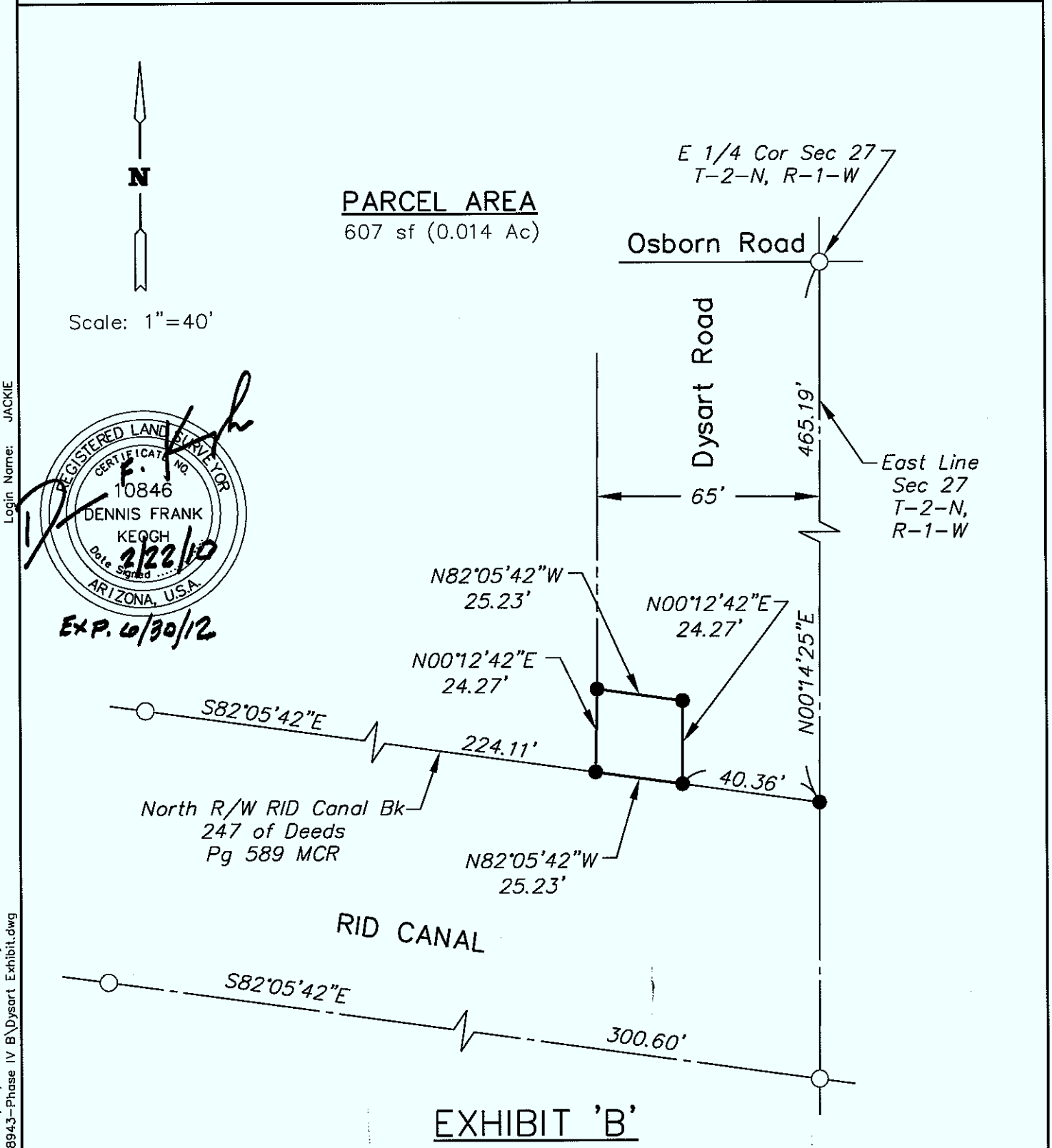
PREPARED FOR:

SunCor Development Co

BY: JEK

DATE: Oct., 2006

JOB NO. 18943



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 10846
DENNIS FRANK KEOGH
Date Signed 2/22/10
ARIZONA, U.S.A.
EXP. 6/30/12

EXHIBIT 'B'

Autocad Version: 16.0
Login Name: JACKIE
Plot Date / Time: 10/25/06 09:51am
Layout Name: 8.5x11
Full File Path: L:\18943-Phase IV B\Dysart Exhibit.dwg

KEI

Keogh Engineering, Inc.

14150 W. MCDOWELL ROAD • GOODYEAR, ARIZONA 85338

PHONE (623) 535-7260 • FAX (623) 535-7262

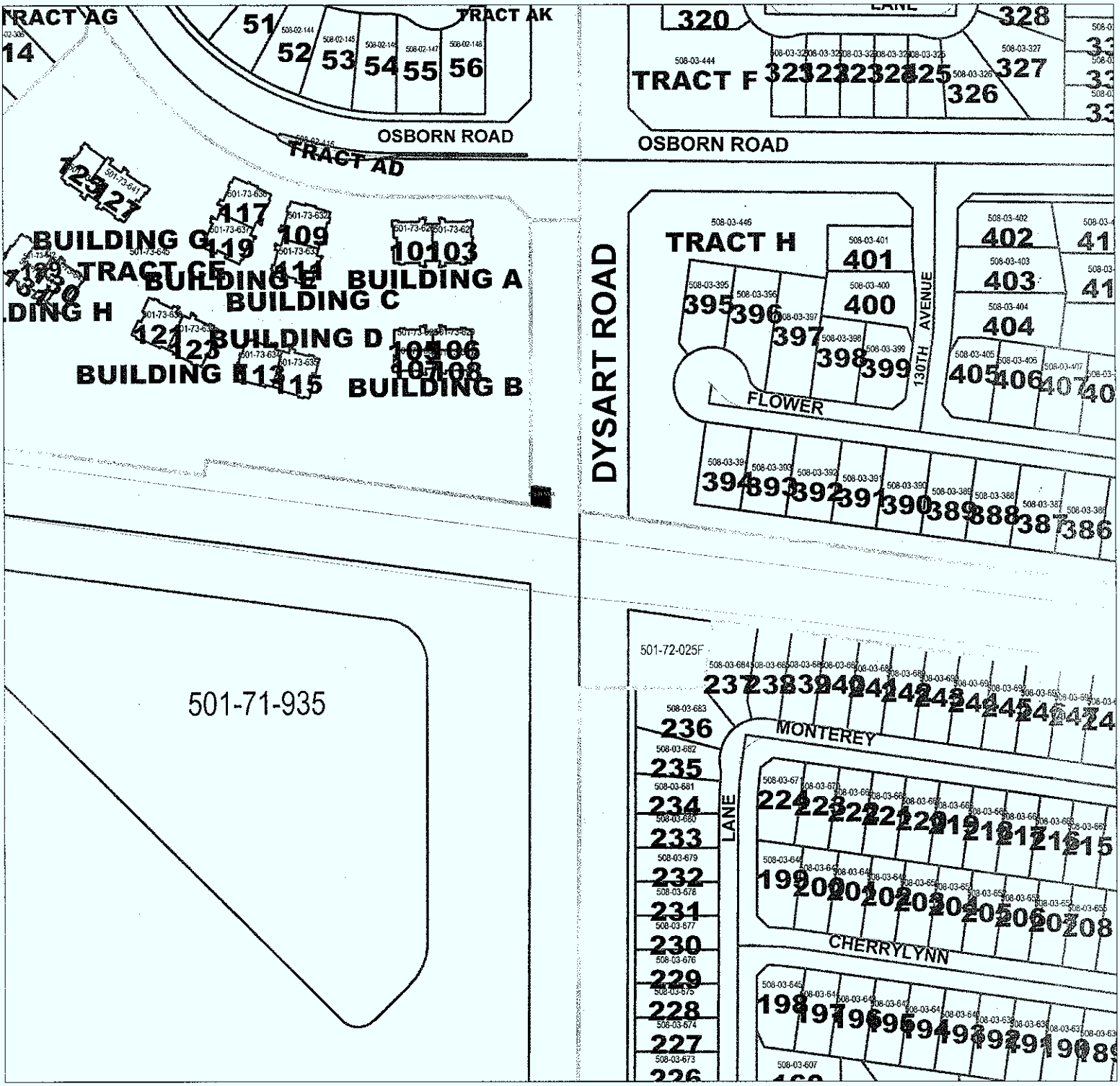
CHECKED BY: DFK

DATE: April, 2004

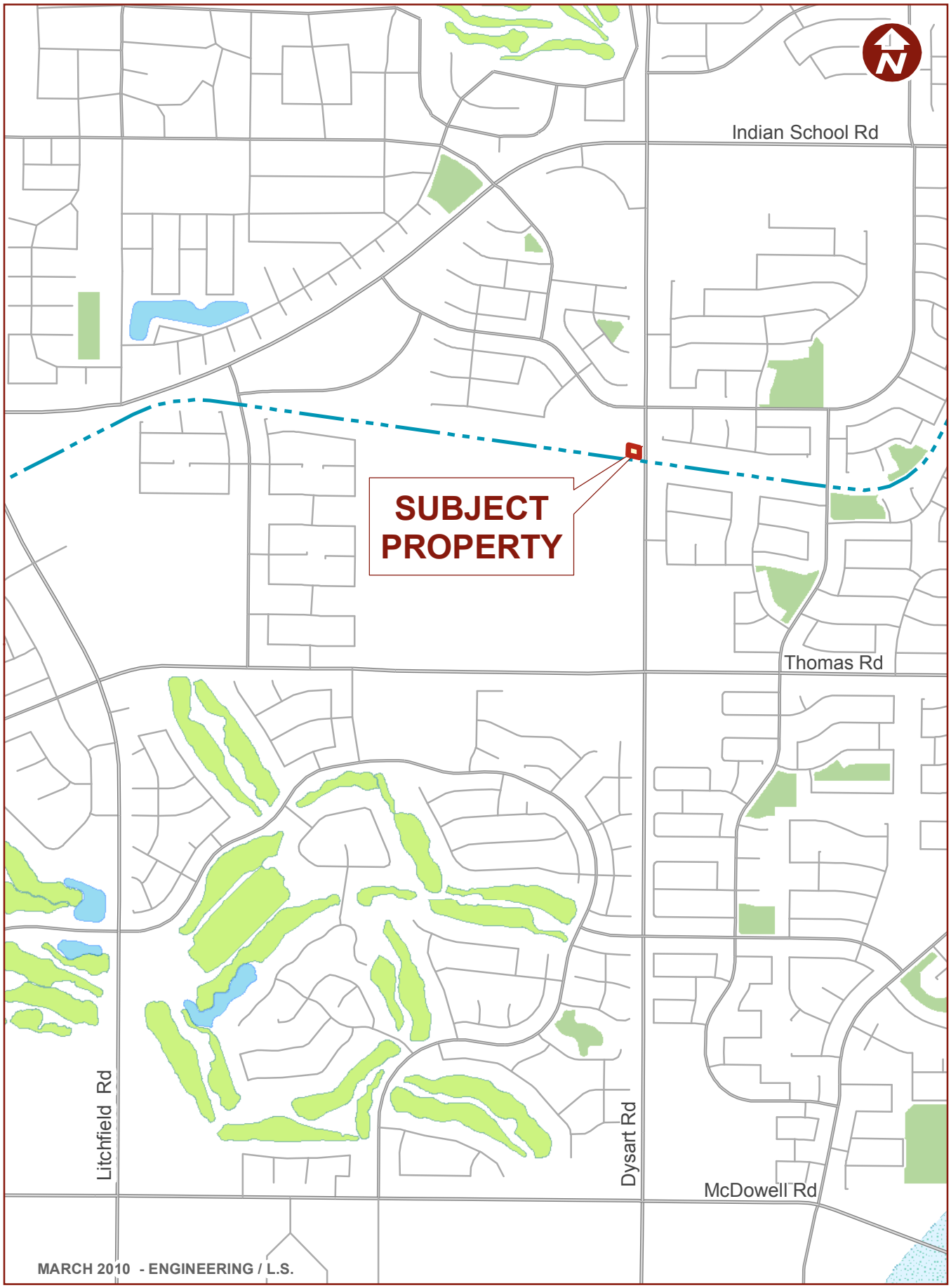
SHEET NO 1

OF 1

County Parcels



VICINITY MAP



CITY OF AVONDALE

Dysart Road Right-of-Way Conveyance

ORDINANCE NO. 1399-410

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS PUBLIC RIGHT-OF-WAY.

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

SECTION 1. That a ± 0.014 acre parcel of real property, generally located south of Osborn Road, along the western alignment of Dysart Road, as more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City of Avondale from Suncor Development Company, an Arizona corporation, for use as public right-of-way.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1399-410

[Legal description]

See following page.

KEOGH ENGINEERING, INC
Civil Engineers | Land Surveyors

Keogh Engineering, Inc.
14150 W. McDowell Rd. • Goodyear Arizona 85395
(623) 535-7260 • Fax (623) 535-7262 • E-mail: keoeng@qwest.net

Legal Description
SunCor Development Company
Our Job No. 18943
22 February 2010

DYSART ROAD AND RID CANAL

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Said parcel contains 607 square feet or 0.014 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10846
DENNIS FRANK
KEOGH
DATE SIGNED 2/22/10
ARIZONA U.S.A.
EXPIRES 6/30/2012

EXHIBIT B
TO
ORDINANCE NO. 1399-410

[Map]

See following page.

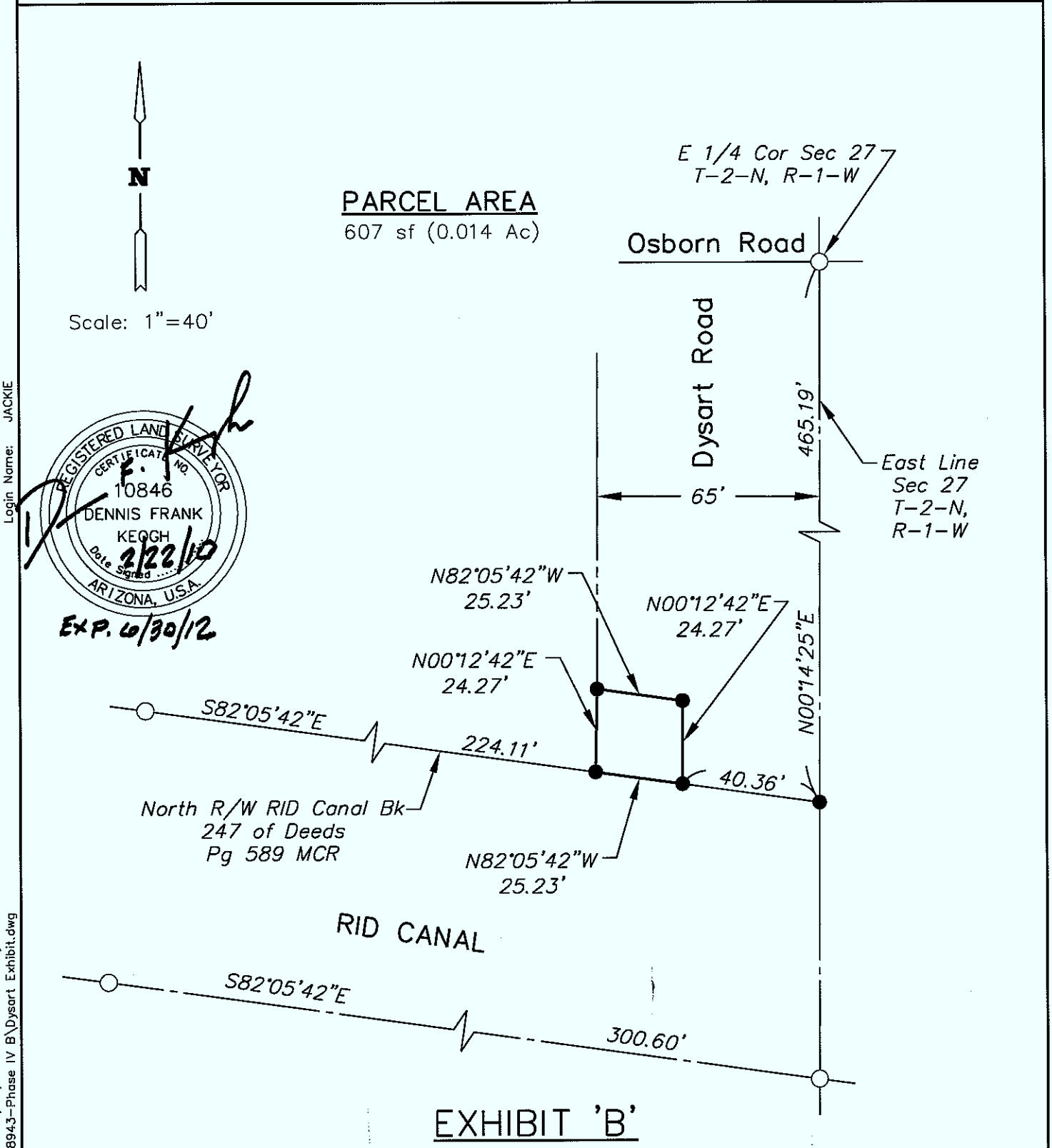
PREPARED FOR:

SunCor Development Co

BY: JEK

DATE: Oct., 2006

JOB NO. 18943



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 10846
DENNIS FRANK KEOGH
Date Signed 2/22/10
ARIZONA, U.S.A.
EXP. 6/30/12

EXHIBIT 'B'

Autocad Version: 16.0
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KEI

Keogh Engineering, Inc.

14150 W. MCDOWELL ROAD • GOODYEAR, ARIZONA 85338

PHONE (623) 535-7260 • FAX (623) 535-7262

CHECKED BY: DFK

DATE: April, 2004

SHEET NO 1

OF 1

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1401-410 - Granting APS Utility Easement at Well 20, El Mirage Road north of Indian School Road

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Wayne Janis, Public Works Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance granting a Utility Easement to Arizona Public Service (APS) over a portion of the City's Well 20 site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

A Utility Easement is needed to construct and maintain the electrical facilities provided by APS to operate the Well 20 site which is currently under construction. See attached Vicinity Map.

BUDGETARY IMPACT:

There is no impact to the budget from this ordinance.

RECOMMENDATION:

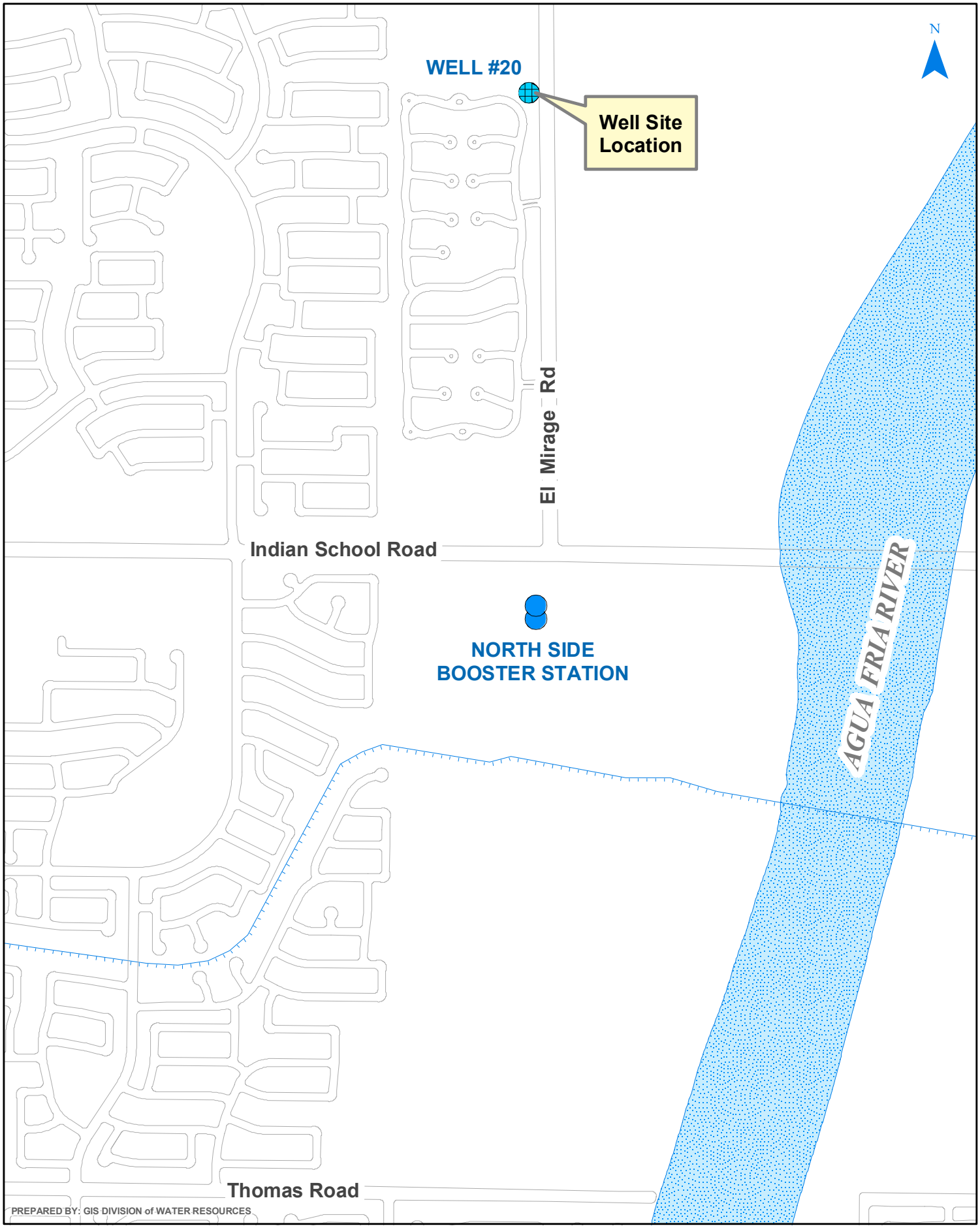
Staff recommends that the City Council adopt an ordinance granting a Utility Easement to Arizona Public Service (APS) over a portion of the City's Well 20 site and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1401-410

VICINITY MAP



CITY OF AVONDALE

Well 20 Site Location at Rio Crossing

ORDINANCE NO. 1401-410

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY.

WHEREAS, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to manage and control its real property as the City's interest may require and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize a grant of easement of certain real property necessary for public utility purposes.

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. A utility easement is hereby granted to Arizona Public Service Company through, over, under and across a ± 0.007 acre parcel of real property, generally located south of Camelback Road, west of 107th Avenue, in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. 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 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1401-410

[Avondale-APS Utility Easement]

See following pages.

NE ¼ SEC 23 T2N R1W
W461257
501-63-693
10-7
JNJ

AVONDALE-APS
UTILITY EASEMENT

THE CITY OF AVONDALE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

Tract "A" of the Final Plat of Rio Crossing as recorded in Book 676, Page 10 of the official records of the Maricopa County Recorder, Maricopa County, Arizona.

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

COMMENCING AT THE NORTHEAST PROPERTY CORNER OF SAID TRACT "A";

THENCE NORTH 88°59'16" WEST ALONG THE NORTH PROPERTY LINE OF TRACT "A", A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING OF APS EASEMENT;

THENCE SOUTH 00°38'05" EAST, A DISTANCE OF 22.77 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 15.10 FEET;

THENCE NORTH 00°38'05" EAST, A DISTANCE OF 23.03 FEET;

THENCE SOUTH 88°59'16" EAST ALONG THE NORTH PROPERTY LINE A DISTANCE OF 14.85 FEET TO THE POINT OF BEGINNING.

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit "A." In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 10 feet immediately in front of all transformer and other equipment openings, as shown on Exhibit "A" attached hereto and made a part hereof. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed or permitted by Grantor within said areas. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs, or other obstructions within said areas.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City of Avondale, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of_____, 20__.

APPROVED AS TO FORM:

_____
City Attorney

CITY OF Avondale,
<Insert name of municipal official>

By: _____
<Insert signer's name and title>

ATTEST:

_____
City Clerk

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ___ day of _____, 20__ by _____ of _____, on behalf of _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

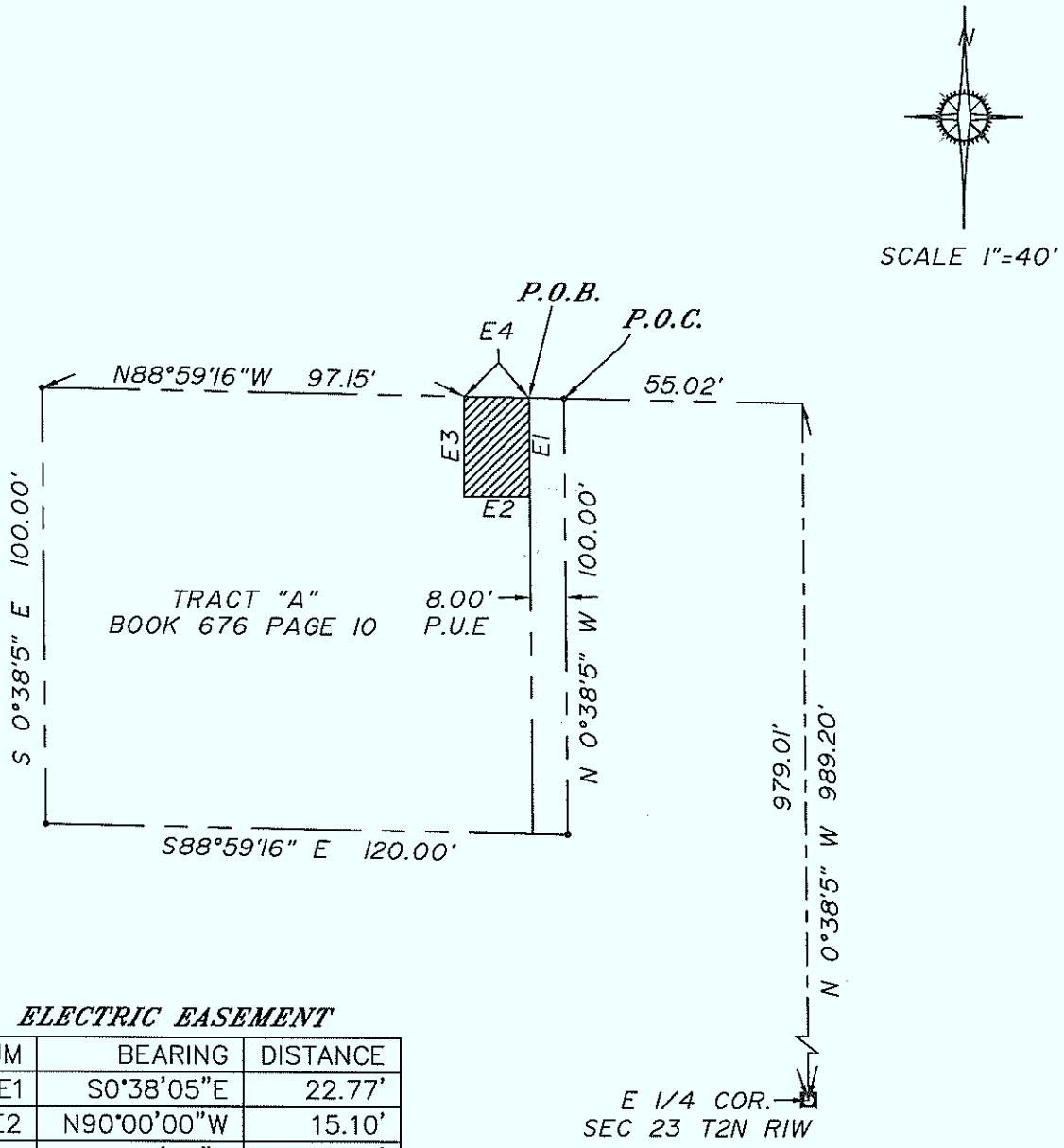
My Commission Expires:

_____

_____
Notary Public

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT



ELECTRIC EASEMENT

NUM	BEARING	DISTANCE
E1	S0°38'05"E	22.77'
E2	N90°00'00"W	15.10'
E3	N0°38'05"E	23.03'
E4	S88°59'16"E	14.85'

LEGEND

▨	EASEMENT AREA
— - —	ROAD CENTERLINE
—— - ——	PROPERTY LINE
•	PROPERTY CORNER
P.O.C.	POINT OF COMENCEMENT
P.O.B.	POINT OF BEGINNING

JOB# W461257	DATE: 03/10/10
NE 1/4 SEC 23	T 2N R 1W
SCALE: 1"= 40'	INDEX 10-7
R/W: JAYSON JOHNSON	
SURVEY: JOHNSON-TAFT	
DRAWN BY: JOHNSON	

CITY COUNCIL REPORT

SUBJECT:
Contributions Assistance Program FY 2011

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve funding for the Contributions Assistance Program. The general fund allocation is $50,000. This fund will be used for distribution to eligible non-profit agencies to provide human services to the residents of Avondale. Staff is also requesting that Council appoint a sub-committee to review applications and make funding recommendations.

BACKGROUND:

The Contributions Assistance Program was established by the City Council to provide a supplemental funding source to those organizations providing service to the residents of the City of Avondale. The program has changed over the past few years to reflect the priorities of the Council and the financial constraints of the existing budgets.

The following is the funding history by fiscal year:

- 2006-07: $110,000
- 2007-08: $80,000
- 2008-09: $80,000
- 2009-10: $50,000

Fourteen applications were received for FY 2010. The total funding request from all applications was $102,883. Council approved the funding of eight non-profit agencies totaling $50,000. The following is a list of funded agencies:

Boys and Girls Club	$10,000
New Life Shelter	$10,000
St. Mary's Food Bank Alliance	$7,000
Southwest Lending Closet	$5,000
Civitan Foundation	$5,000
Southwest Valley Literacy	$3,000
Teen Outreach Pregnancy Services	$5,000
New Leaf	$5,000

DISCUSSION:

It is now necessary to establish the application and selection process to provide time to adequately solicit, evaluate and select organizations for funding in time to incorporate the program in the FY

2011 budget. The following is the tentative schedule for the funding decisions and distribution:

April 7	Applications available
May 7	Applications due back to Neighborhood and Family Services Department
(Week of) May 10	Staff technical review of applications
(Week of) May 15	Council sub-committee review of applications
June 7	Present recommendation to Council

This schedule allows approximately thirty days from the time the request for applications is distributed to the time the completed applications are due. Once the applications are received, the staff committee will review them to ensure eligibility.

Council is requested to appoint members to the Council sub-committee for this process. Council sub-committee members for the program in FY 2010 were: Mayor Lopez Rogers, Council member Karlin, and Council member Weiss.

Staff will forward their application review to the Council Sub-Committee in order for them to evaluate applications, select organizations and determine funding levels. Staff is requesting that City Council establish criteria to assist in determining program recommendations. The following criteria is recommended:

- Applicants must provide direct services which improve the health and welfare of Avondale residents.
- Applicants that received previous funding must be current in their reporting and have submitted timely and accurate quarterly reports.
- Applicants must demonstrate the ability to generate revenue from other sources.
- Priority will be given to services and initiatives that support and address City Council goals.

City Council goals are available at www.avondale.org under the City Government link. Examples of initiatives that align with Council goals include opportunities for at-risk youth and children, family strengthening services, housing and community development programs, literacy services, homelessness prevention, and healthy lifestyle initiatives.

Upon approval of the above schedule, Council Sub-Committee appointment, and evaluation criteria, staff will initiate the Contribution Assistance Program for fiscal year 2010-11.

BUDGETARY IMPACT:

The amount of $50,000 has been included in the fiscal year 2010-2011 tentative budget.

RECOMMENDATION:

Staff recommends that the City Council appoint a Council sub-committee to review applications, approve the funding level, and approve criteria to use for evaluating requests.

ATTACHMENTS:

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No Attachments Available

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing – Conditional Use Permit for AT&T Personal Wireless Service Facility (CU-09-2)

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, Development Services Director (623) 333-4211

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit (CUP) approval for a 70' freestanding PWSF (Personal Wireless Service Facility) monopalm in the Palm Valley PAD (Planned Area Development) Zoning District.

PARCEL SIZE: The overall parcel is approximately 36.2 Acres. The proposed PWSF will occupy approximately 1,796 square feet (0.04 acres) in the southwestern quadrant of the parcel.

LOCATION: Campus of Saint Thomas Aquinas Catholic Community and School, 13720 W. Thomas Road (Exhibits A and B)

APPLICANT: Mr. Matthew Speth, FM Group Inc., (602) 277-7877

OWNER: Roman Catholic Church - Diocese of Phoenix. Contact: Reverend Kieran Kleczewski, Pastor of Saint Thomas Aquinas Parish (623) 935-2151

BACKGROUND:

The property was annexed on November 2, 1984. The parcel was rezoned from AG (Agricultural) to PAD (Planned Area Development) on September 6, 1994 as part of the 770 acre Palm Valley PAD. The Palm Valley PAD development map planned for the development of single-family residences on the subject parcel; churches, schools, and public facilities were also allowed uses in this portion of Palm Valley.

A major amendment to increase maximum building height within the Palm Valley PAD was approved by the City Council on December 17, 2001. Originally, the Palm Valley PAD allowed a maximum building height of 35 feet. Approval of this amendment permitted for height increases to allow development of a 75 foot tall building and 100 foot bell tower on the subject parcel. Except for the then proposed church and bell tower, no other building heights within the Palm Valley PAD were affected by approval of the major amendment.

The Final Site Plan for Phase I of the Saint Thomas Aquinas Catholic Community, approximately 10 acres of the 37 gross acre parcel, was approved by the City Council on June 3, 2002. Phase I of the project included a 39,484 square foot church building containing approximately 1,600 seats, a 20,746 square foot parochial school for grades K-8, and all associated parking and landscaping. At the time that Phase I was approved, it was known to be part of a larger Master Site Plan encompassing the entire 37 gross acre parcel; however, the Master Site Plan was not ready for approval in June 2002.

On November 17, 2003, the Master Site Plan for the 37 gross acre St. Thomas Aquinas Catholic Community was approved by the City Council. In addition to the church and school planned and

approved in Phase I, the Master Site Plan incorporated a senior center, high school, athletic fields, two chapels, a parish hall, and administrative offices. When fully developed, the site will feature eight buildings with a total gross floor area of approximately 198,600 square feet. The Final Site Plan for Phase II (Senior Center) was approved concurrently with the Master Site Plan.

Construction of Phase I was completed in 2004 and operation of the church and school commenced shortly thereafter. Construction of Phase II was completed in 2006. The church, school, and senior center have remained in continuous operation since their openings. There is no known timetable for the construction of the other phases of the project.
The General Plan land use designation for this property is Medium Density Residential. The Palm Valley PAD is consistent with the Medium Density Residential land use designation; the General Plan specifies that places of worship are appropriate uses in areas designated for residential use.

The property, which is not a part of a subdivision of record, is bordered to the south by Thomas Road and to the east by 137th Avenue. The uses and current zoning of the surrounding properties are as follows:

- **NORTH and EAST:** Fulton Estates PAD, a 100 acre, 282 lot single family residential subdivision with no non-residential component. The portion of Fulton Estates east of St. Thomas Aquinas is separated from the church by 137th Avenue. Fulton Estates is located within Avondale.

- **SOUTH:** Palm Valley, a single family residential subdivision and golf club, located within the City of Goodyear and zoned PAD (Planned Area Development). Palm Valley is separated from the subject parcel by Thomas Road.

- **WEST:** Goodyear Community Park and the Southwest Valley Family YMCA; both facilities are located within the City of Goodyear. The park, which is zoned PAD, features a skate park, splash pad, and various sports courts and fields. The YMCA is zoned PFD (Public Facilities District) and includes an outdoor swimming pool and interior spaces for various indoor recreational activities.

SUMMARY OF REQUEST:

1. The applicant, FM Group, Inc. (representing AT&T), has identified a need for greater cellular coverage within Avondale, particularly in the northwest part of the City. The first preference of both the applicant and the City is to co-locate personal wireless service facilities (PWSFs) on existing vertical elements, such as field lighting, tall buildings, or utility towers. However, according to pages 4 through 7 of the applicant's narrative (Exhibit D), all existing vertical elements within a half mile of the site were explored and determined to be ineligible for co-location.

2. Because co-location attempts have been unsuccessful, the applicant is requesting Conditional Use Permit approval for a 70 foot freestanding PWSF on the campus of St. Thomas Aquinas to provide better wireless service to the surrounding areas. Section 708.B.1.a of the Avondale Zoning Ordinance requires a Conditional Use Permit for all freestanding PWSFs 35 feet in height or greater.

3. Zoning Ordinance Section 708.B.1.c requires freestanding PWSFs to be setback from all property lines a minimum distance of one foot for each one foot of the tower's height above finished grade, 70 feet in this particular instance. The proposed location for the PWSF, directly north of the parking area for the St. Thomas Aquinas Senior Center, is roughly 137 feet from the nearest property line and in conformance with the setback requirement (Exhibit E).

4. Zoning Ordinance Section 708.B.1.d requires freestanding PWSFs to be “Alternative Structure” designs in character with the surrounding area, for example a faux palm tree in an area with mature palm trees. The applicant is proposing a 70 foot “monopalm” PWSF which is designed to mimic the appearance of a date palm tree. Six antennas will be bracketed onto the pole at a height of 65 feet.

The antennas will protrude out approximately 2 feet from the pole structure and will be screened by simulated palm fronds. The “trunk” of the monopalm will consist of a metal clad pole textured and colored to accurately portray the trunk of a date palm tree. Similar monopalms are located on the site of Garden Lakes Baptist Church on 107th Avenue north of Encanto Boulevard, and Universal Technical Institute (UTI) on 107th Avenue north of Van Buren Street.

5. Although the St. Thomas Aquinas site prominently features date palm trees in proximity to the main driveway entrance from 137th Avenue, there are no existing date palm trees in the immediacy of the proposed senior center location. To bring the monopalm into character with its immediate surroundings, the applicant is proposing three 40' live date palm trees within a fifty foot radius of the monopalm.

6. Zoning Ordinance Section 708.A.5 requires PWSF related ground equipment to be completely screened by a combination of dense landscaping and a masonry enclosure. The applicant has proposed a 9'4” tall, 22'8”x 17'8” (approximately 400 square feet) shelter designed with a Spanish Mission theme to complement the buildings on the site. The design of the shelter (Exhibit F) utilizes stucco popouts to form arches, a dominant element of the senior center, church, and school buildings. Further similarities between the proposed shelter and the existing buildings include colors (e.g. Spanish Mission white, pewter, dark brown), a matching decorative cornice cap, and arch-top access door. To meet the landscaping requirement, the applicant has proposed surrounding all four sides of the enclosure with 34 five-gallon shrubs, including agave, pink oleander, and red yucca.

7. The facility will be unmanned and only require periodic maintenance. Parking for service technicians will be accommodated in the existing senior center parking lot. Internal circulation within the St. Thomas Aquinas site is unaffected by this proposal.

8. Future co-locations on the monopalm will be prohibited by stipulation. Although the City actively champions wireless co-location, in regards to monopalm designs, multiple antenna arrays mounted at varying heights detracts from the natural appearance of the monopalm and the intent of creating towers which are less likely to be noticed.

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 p.m. on January 5, 2010 at City Hall in the Ocotillo Conference Room. The neighborhood meeting was advertised in the West Valley View on December 15, 2009. The property was posted with a meeting notice sign on December 10, 2010. Notification letters were mailed to 171 property owners within 500 feet of the St. Thomas Aquinas parcel on December 15, 2009. According to materials provided by the applicant, no citizens attended the neighborhood meeting.

A notice of the Planning Commission hearing was published in the West Valley View on February 2, 2010. The sign on the property was updated to reflect the date and time of the Planning Commission meeting by February 2, 2010. Notification letters were mailed to 171 property owners within 500 feet of the parcel by February 1, 2010. 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 on March 16, 2010. The sign on the property will be updated to reflect the date and time of the City Council meeting by March 16, 2010. Notification letters will be mailed to 171 property owners within 500 feet of the subject site by March 16, 2010. All notification requirements are the applicant's responsibility; in the event that one or more of the above listed, required notifications are not completed in time, this item will be rescheduled for a future City Council hearing date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 8, 2009, and voted 4-0 to

recommend approval of this request subject to the following stipulations (Exhibit H):

1. Development and operation of the PWSF shall conform to the narrative, site plan, elevations, and landscape plan date stamped November 19, 2009, except as modified by these stipulations.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

3. The future co-location of additional equipment on the monopalm PWSF shall be prohibited.

Commissioners Amos, Scanlon, and Carrillo were excused from the meeting.

ANALYSIS:

The Zoning Ordinance, Section 108.C.2, contains five required findings to be met in order to approve a Conditional Use Permit. 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 Medium Density Residential on the General Plan Land Use Map. The site is currently zoned PAD (Planned Area Development); the Palm Valley PAD is consistent with the General Plan designation. Personal Wireless Service Facilities are appropriate in all land use designations if they meet the City's established parameters such as setbacks, design, etc.

- Land Use Element Goal #3, Objective A is to, “Reduce conflicts between land uses.” The camouflage design of the monopalm and adherence to setback requirements is intended to minimize any potential conflict between the 70' PWSF and the surrounding uses, most notably the Fulton Estates subdivision.

- Public Services and Facilities Element Goal #4 is to, “Develop hi-tech infrastructure.” Strong wireless connections are becoming increasingly important in the day-to-day functioning of our residents and businesses. Reducing the current signal gap in the AT&T network will enhance the quality of life for AT&T customers living and working in the northwestern portion of the City.

- The design of the PWSF site is consistent with the desired character of the surrounding area and furthers the City's general development guidelines. Several measures have been taken to ensure that the proposed monopalm meshes with its immediate surroundings, such as planting three live date palms in proximity of the monopalm for context, and designing the equipment enclosure to complement the Spanish Mission architecture on site.

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 site will not produce noise, light, vibration, or traffic objectionable to current or future residents, students, or employees working in the vicinity.

- Unlike traditional monopole PWSFs which can have a negative effect on the aesthetics of an area, monopalm PWSFs are designed to minimize potentially negative visual impacts to increase compatibility with surrounding land uses. The date palm design is intended to look as natural as possible and will feature simulated “palm fronds” that move in the wind in a manner

similar to live palm trees.

- The pole is set back approximately 137 feet from the nearest property line and over 1,040 feet from the nearest residential lot line not separated by a public street. These setbacks ensure that the monopalm will not cast any shadows on adjacent properties or damage adjacent properties in the extremely rare instance of a structural failure.

- The ground equipment needed to support the antennas will be completely screened by a 400 square foot structure designed to blend in with the architecture on the church campus. There will be no detrimental visual impact from any exposed mechanical equipment.

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 proposed location of the PWSF will have no impact on circulation within the development.

- Six parking spaces planned for future phases will be eliminated by the location of the proposed PWSF, however parking in excess of minimum requirements was originally provided and deletion of six spaces will not cause the project to be under parked.

- The existing landscaping on site conformed to the City's requirements at the time the site was master planned in 2003/2004. Additional landscaping in the vicinity of the PWSF is being provided for enhancement of the proposed shelter.

- In summary, all required development standards are met by this proposal and the site easily accommodates the PWSF with no effect on safe onsite circulation.

4.That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

- Primary accesses to the site are from driveway entrances on Thomas Road and 137th Avenue. No changes are proposed to the existing points of access for the St. Thomas Aquinas site.

- The adjacent streets are fully constructed to ultimate standards and the development is designed to accommodate the traffic generated by the existing church and school. The addition of a PWSF will have minimal impact on traffic generation (1-2 trips/month) to the church campus.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Three conditions of approval are included in the recommendation, as follows:

- Condition #1 is a standard stipulation tying the approval of the Conditional Use Permit and construction and operation of the facility to the information that was submitted by the applicant.

- Condition #2 is a standard stipulation that specifies the Conditional Use Permit will expire in two years from the date of approval if the PWSF is not constructed and operational.

- Condition #3 states that future co-locations on the proposed monopalm shall be prohibited.

This stipulation is necessary because multiple communications arrays cannot be mounted to a monopalm without diminishing the pole's appearance as a simulated palm tree.

Conclusion:

Based on the information provided by the applicant, the public input received, the analysis by staff, and the recommendation of the Planning Commission, staff recommends approval of the requested Conditional Use Permit. This request meets the required criteria and will conform to the conditions of approval.

RECOMMENDATION:

The City Council should **APPROVE** Application CU-09-2, subject to the following three stipulations:

1.Development and operation of the PWSF shall conform to the narrative, site plan, elevations, and landscape plan date stamped November 19, 2009, except as modified by these stipulations.

2.In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

3.The future co-location of additional equipment on the monopalm PWSF shall be prohibited.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** Application CU-09-2, a request for a Conditional Use Permit for a Personal Wireless Service Facility (PWSF) in the Palm Valley Planned Area Development (PAD) Zoning District, on the campus of the St. Thomas Aquinas Catholic Community, subject to three recommended stipulations.

ATTACHMENTS:

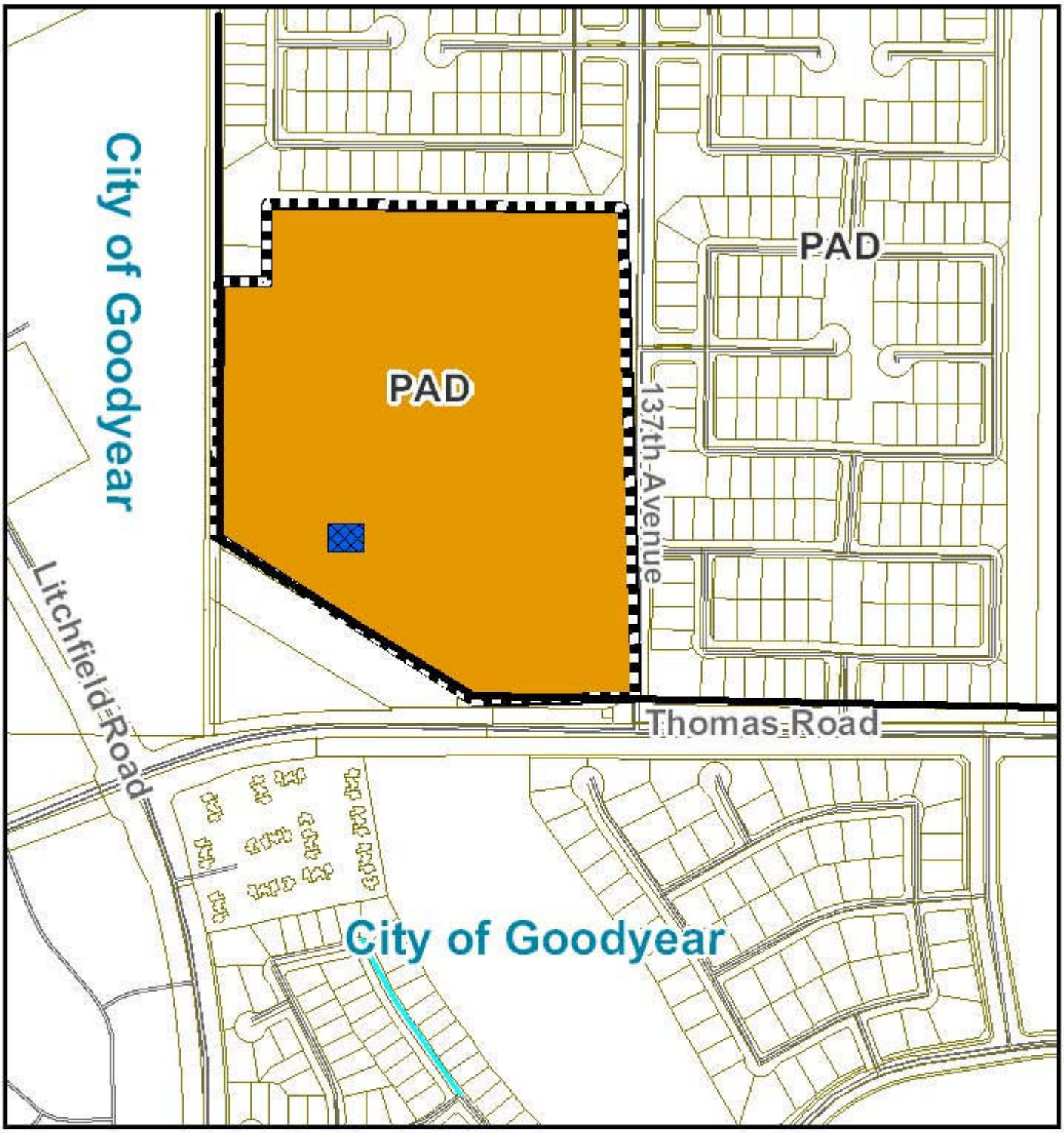
Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photograph
- Exhibit C - Summary of Related Facts
- Exhibit D - Applicant's Project Narrative, date stamped November 19, 2009
- Exhibit E - Site Plan, B&W Enclosure Elevations, and Landscape Plan, date stamped November 19, 2009
- Exhibit F - Colored Enclosure Elevations, date stamped November 19, 2009
- Exhibit G - Photo Simulations
- Exhibit H - Excerpt of the Draft Planning Commission Meeting Minutes from February 18, 2010

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Approximate PWSF Location

N

Exhibit B

Aerial Photograph

Avondale

Subject Property

Approximate PWSF Location

N

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-09-2

THE PROPERTY	
PARCEL SIZE	The total church owned parcel is approximately 36.2 Acres. The proposed PWSF will occupy approximately 1,796 square feet (0.04 acres) in the southwestern quadrant of the parcel.
LOCATION	13720 W. Thomas Road; NWC Thomas Road and 137th Avenue
EXISTING LAND USE	St. Thomas Aquinas Catholic Church, School, and Senior Center/Reception Facility
EXISTING ZONING	PAD (Planned Area Development) – Palm Valley
ZONING HISTORY	The property was annexed on November 2, 1984. The Palm Valley PAD was approved on September 6, 1994; Freestanding Personal Wireless Service Facilities (PWSFs) over thirty-five (35) feet in height are permitted subject to a Conditional Use Permit (CUP) in any Zoning District.

SURROUNDING ZONING AND LAND USE	
NORTH	Palm Valley PAD (Planned Area Development) – Fulton Estates Subdivision
EAST	Palm Valley PAD (Planned Area Development) – Fulton Estates Subdivision
SOUTH	City of Goodyear PAD (Planned Area Development) – Palm Valley Subdivision and Golf Club
WEST	City of Goodyear PAD (Planned Area Development) and PFD (Public Facilities District) – Goodyear Community Park and Valley of the Sun YMCA

GENERAL PLAN
The subject property is designated as Medium Density Residential on the General Plan Land Use Map. The use of the property for a church/school is appropriate in a residentially designated area.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Litchfield Elementary School District Agua Fria Union High School District
ELEMENTARY/MIDDLE SCHOOLS	Palm Valley Elementary School (K-5); Western Sky Middle School (Grades 6-8)
HIGH SCHOOL	Millennium High School

STREETS	
Thomas Road	
Classification	Minor Arterial
Existing half street ROW	55 feet
Ultimate half street ROW (Avondale Transportation Plan)	55 feet
Existing half street improvements	Two thru-lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalk, landscaping and street lights.
Ultimate half street improvements (Avondale Transportation Plan)	Two thru-lanes, ½ center turn lane, curb and gutter, detached sidewalk, landscaping and street lights.
137th Avenue	
Classification	Minor Collector
Existing half street ROW	40 feet
Ultimate half street ROW (Avondale Transportation Plan)	40 feet
Existing half street improvements	One thru-lane (forced right turn southbound at Thomas Road), ½ center turn lane, bike lane, curb and gutter, street lights, detached sidewalk, landscaping.
Ultimate half street improvements (Avondale Transportation Plan)	One thru-lane (forced right turn southbound at Thomas Road), ½ center turn lane, bike lane, curb and gutter, street lights, detached sidewalk, landscaping.

UTILITIES
Water is already served to the site by Liberty Water Company, formerly called Litchfield Park Service Company (LiPSCo). Sewer is already served to the site by an 8" City sewer line in 137th Avenue.

Exhibit D

CU09-2
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CITY OF ANCHORAGE
NOV 19 2009
DEVELOPMENT SERVICES

AT&T X542
St. Thomas Aquinas Church

Case No. CU-09-2

Project Narrative
For
Conditional Use Permit

November 9, 2009

Project Team

Owner: Glen Biggs *St. Thomas Aquinas* 13720 West Thomas Road Avondale, AZ 85323 Phone: 623-935-2151	**Landscape Architect:** Diane C. McCloskey *McCloskey ▪ Peltz, Inc.* One West Elliot Road Suite 110 Tempe, AZ 85284 Phone: 480-838-4777 Cell: 480-297-8861 Fax: 480-831-1774 Email: dianem@mpi-la.com
Developer: Goeffrey Burley *AT&T Mobility* 20830 North Tatum Boulevard, #400 Phoenix, AZ 85050 Phone: 480-414-1829	**Surveyor:** Jerry D. Heath Jr. *Hunter Engineering* 10450 N. 74th Street, #200 Scottsdale, AZ 85258 Phone: 480-991-3985 Fax: 480-991-3986
Architect: Michael T. Fries, AIA *FM GROUP INC* 15974 North 77th Street Scottsdale, AZ 85260 Phone: 602-277-7877 Fax: 602-277-8288 Email: mtfries@fmgroup.net	**Zoning:** Matthew J. Speth *FM GROUP INC* 15974 North 77th Street Scottsdale, AZ 85260 Phone: 602-277-7877 Fax: 602-277-8288 Email: mspeth@fmgroup.net

Project Narrative

I. Introduction

The purpose of this request is to process a conditional use permit to allow an AT&T wireless monopalm and equipment enclosure to be located at the St. Thomas Aquinas Church at 13720 West Thomas Road. AT&T, a wireless communications provider has had tremendous growth resulting in increased consumer demands and the need for E-911 emergency service enhancements. The subject area has presented challenges for the AT&T network causing both capacity and coverage deficiencies. The subject location at the St. Thomas Aquinas Church is the best possible location for both the radio frequency objective and meeting the intent of the Avondale Wireless Zoning Ordinance and the 1996 Federal Telecommunications Act. The following is an outline of how AT&T will comply with all Federal, State, County and Local regulations with respect to wireless communications facilities and the City of Avondale guidelines:

The proposed Wireless Telecommunications Facility (WTF) consists of a sixty seven (67) foot monopalm (70 feet to top of fronds) and ground mounted equipment. The monopalm will conceal six (6) antennas. The monopalm was chosen to mitigate the visual impact of the WTF and is consistent with the landscaping along Thomas Road which features a large number of palm trees on both sides of the street. The ground mounted equipment will be screened from view by an eight (8) foot screen wall designed to be consistent with the architecture of the existing surrounding buildings.
The proposed WTF is required to correct an existing coverage deficiency within the existing AT&T Mobility network. The coverage area for the proposed WTF is predominantly zoned PAD for residential. The nearest commercially zoned properties are located outside of the search ring and would not address the coverage gap.

II. Conditional Use Permit Criteria

a. Consistency with General Plan and any applicable Specific Plan.

The General Plan designates the Site as Medium Density Residential, and allows densities of 1 to 2.5 single-family detached dwelling units per acre, as well as churches, parks, open spaces, and public facilities. The proposed monopalm will provide service to the many residents of this area, while being located on an existing church parcel, maintaining consistency to the General Plan.

b. Compliance with the Zoning Ordinance and other city codes and regulations.

The Site, and all adjacent properties to the North and East are currently zoned PAD. Immediately to the South and West are Goodyear properties, also

zoned PAD with some PFD. It is the purpose of the Planned Area Development (PAD) District to accommodate the development of mixed use developments and/or residential subdivisions that include residential, commercial or business park development according to an overall plan.

Wireless monopalms are permitted within the PAD zoning subject to approval of a conditional use permit and design review. Thus, contingent upon approval of a conditional use permit and design review, the monopalm will comply with the Avondale Zoning Code.

c. General compatibility of proposed use with adjacent property.

The property is located at the corner of Thomas Road and 137th Avenue. The proposed antennae and structure will be approximately 500 feet due North of Thomas Road and 850 feet due West of 137th Avenue. The properties to the North and East are residential lots. The property to the West is a Goodyear City park. To the South are more residential lots and a golf course.

The pattern of development is consistent with the General Plan's designation of Medium Density Residential. This site is the optimum location in the area to rectify the local coverage gap, while not intruding onto any residential properties.

d. Site and building design.

The monopalm and enclosure have been designed to complement the current and future use of the landscaping and design of the existing site plan. A design review (DR-09-17) is occurring parallel with this conditional use permit.

e. Address ingress and egress to the property and proximity to driveways and street intersections in the vicinity of the subject property.

Access to the wireless facility can occur from both Thomas Road and 137th Avenue. Parking for technician access is available in the church's parking lot. A technician will typically visit the site once a month for routine maintenance or emergency repairs.

f. Internal vehicular circulation including emergency and delivery vehicles.

Due to the nature of this being an unmanned facility, there will not be any deliveries made. Any emergency access that might be needed will be able to occur through the church parking lot.

g. Pedestrian and alternative vehicle considerations for the proposed use.

Due to the nature of this being an unmanned facility, there will not be any pedestrian or alternative vehicle consideration necessary.

h. Volume and character of traffic.

This site will cause no changes to current traffic volume and character.

i. Off-street parking and loading.

Due to the nature of this being an unmanned facility, there will not be any off-street parking or loading. Maintenance parking will be able to occur in the church parking lot.

j. Impact on public services, including utilities, schools, and recreation.

This Site will have no impact on public services, utilities, schools, or recreation. The Site will utilize existing public and private infrastructure and services.

k. Screening and buffering of uses.

The site will be screened with landscaping and an 8' screen wall around the equipment, designed to be consistent with the architecture of the existing structures on the Site. The nature of the stealth monopalm will help it to assimilate more naturally into the surrounding Arizona landscape.

l. Proposed outdoor activities or storage.

This Site will cause no outdoor activity or storage.

m. Hours of operation.

The Site will operate 24 hours a day, 7 days a week, however since this is an unmanned facility there is no impact.

n. Exterior lighting with reference to adjacent properties.

This Site will not have any exterior lighting.

o. Noise, smoke, odor, dust, vibration, or illumination created by the proposed use.

This Site will not cause any noise, smoke, odor, dust, vibration, or illumination.

p. Discuss the height of the proposed monopalm (70') and its compatibility to the surrounding area.

The proposed height of the monopalm is 70 feet to the top of the fronds (67 feet to the top of the structure, with the antenna rad center being at 65 feet). This height is necessary to sufficiently address the coverage gap in the area (see maps below).

q. Discuss future co-location opportunities on the monopalm. (NOTE: Co-locations on monopalm designs are strongly discouraged because the structures no longer accurately simulate a live date palm tree.)

Future co-location opportunities are minimal due to the fact that this is a disguised monopalm, and co-locations on a monopalm reduce the natural palm tree look.

r. List and map of all vertical elements within ½ mile of the site, and provide an explanation why co-location on those existing elements isn't possible. As requested in the City's pre-application comments and discussed at our meeting on September 2nd, specifically discuss co-location possibility on the following elements (in addition to those you have already discussed in your unformatted narrative):

i. Co-Location in the St. Thomas Aquinas Bell Tower (100' height)

ii. Co-Location on athletic field lighting at the northeast corner of Thomas Road and 144th Avenue, in Goodyear. This site (APN 501-76-005 Z) is owned by the Litchfield Elementary School District. These lighting towers are different than those mentioned in your narrative as being located in the Goodyear City Park.

iii. Co-Location on APS utility towers adjacent to Indian School Road.

The coverage area objective is overwhelmingly zoned residential or PAD. There are limited existing vertical elements none of which are of sufficient height to accommodate the required antenna centerline elevation of sixty five (65) feet.

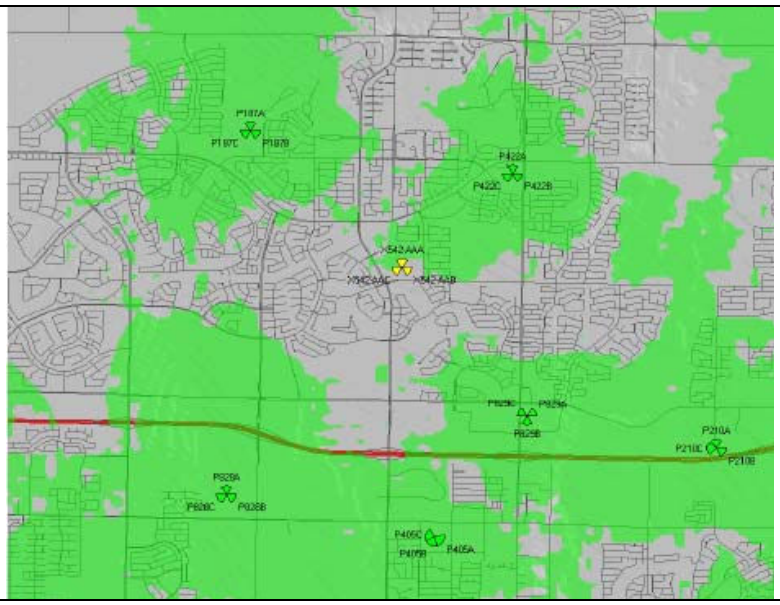
A co-location in the St. Thomas Aquinas bell tower was pursued, however it was not allowed by the landlord.

A co-location on the athletic field lighting at the northeast corner of Thomas Road and 144th Avenue was also looked into, however they were not allowed by the landlord as well.

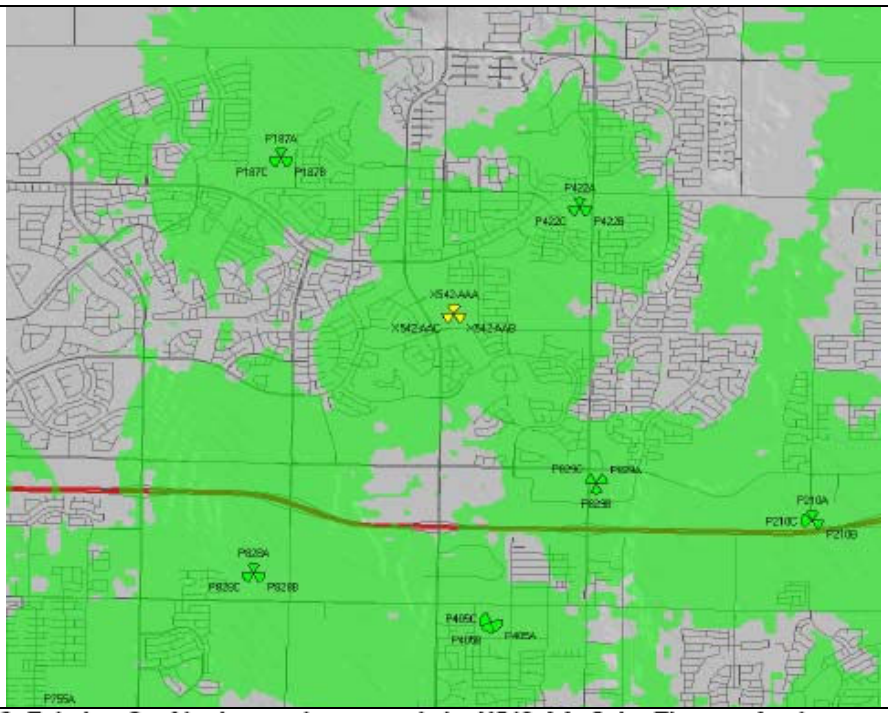
Co-location on the APS utility towers adjacent to Indian School Road would not adequately address the coverage gap, as their heights are not sufficient as well as their location being too far out of the center of the search ring.

The ball field light poles at the City Park (City of Goodyear) located at the northwest corner of the coverage area objective are inadequate in height. In addition, it is our understanding the City of Goodyear does not enter into leases on City owned property.

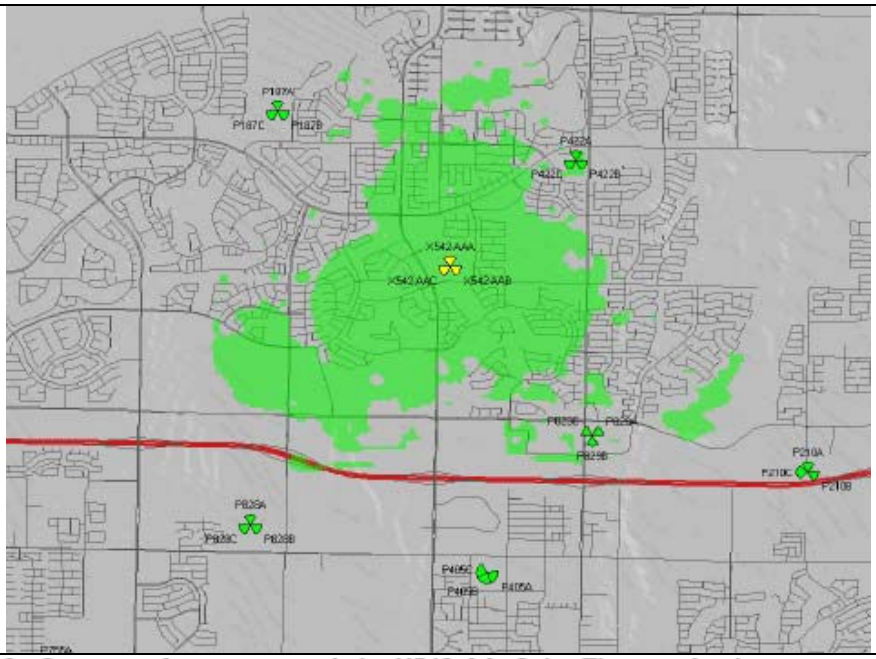
s. Discuss the existing coverage gap in the AT&T network that exists in the area and how the proposed monopalm will fill that gap. Please provide two maps; the first map should show the current AT&T signal coverage within a three mile radius of the proposed monopalm, the second map should show the anticipated AT&T signal coverage within a three mile radius assuming the monopalm is built to its current specifications.



1. Existing On-Air sites near proposed site X542-AA, Saint Thomas Aquinas:
a. The green field coverage indicates the current On-Air coverage.
b. The green pie shapes indicate the On-Air sites.
c. The yellow pie shapes indicate the proposed site.



2. Existing On-Air sites and proposed site X542-AA, Saint Thomas Aquinas:
a. The green field coverage indicates the current and new coverage.
b. The green pie shapes indicate the On-Air sites.
c. The yellow pie shapes indicate the proposed site.

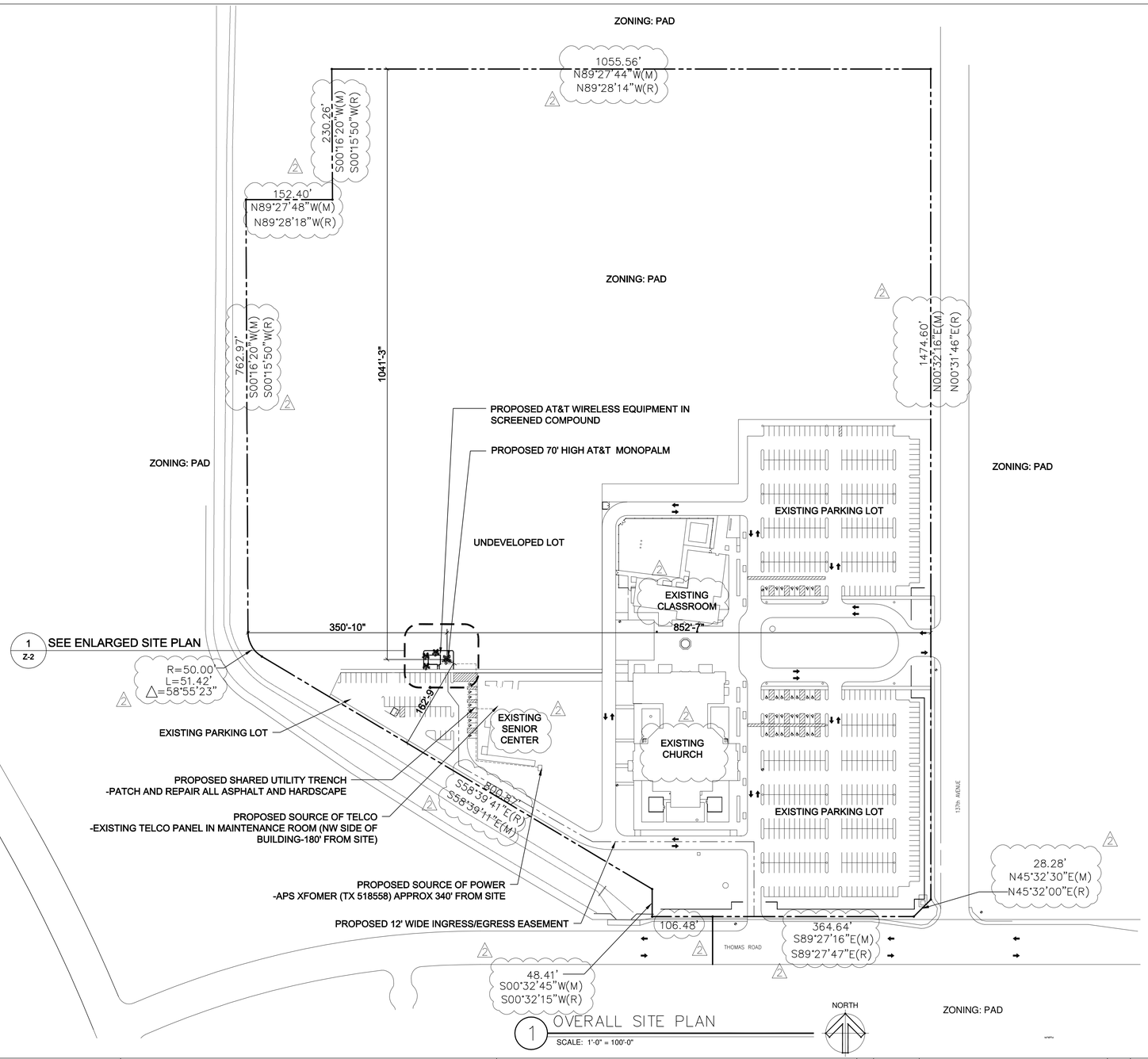


3. Coverage from proposed site X542-AA, Saint Thomas Aquinas:
a. The green field coverage indicates the proposed new coverage.
b. The green pie shapes indicate the On-Air sites.
c. The yellow pie shapes indicate the proposed site.

The above maps show the coverage gap in the area, and how the monopalm as approved will address this deficiency.

III. Conclusion

As demonstrated above, this project is consistent with the land-use designation of Medium Density Residential set forth in the General Plan, and is consistent with the property zoning of PAD. The monopalm will provide better wireless service to Avondale residents, workers and patrons, while being visually unobtrusive and blending into the landscape. The un-manned nature of the facility will result in no additional use of public services or utilities. Therefore, Applicant respectfully requests the issuance of a conditional use permit.



1 OVERALL SITE PLAN

SCALE: 1'-0" = 100'-0"

GENERAL NOTES

1. LESSEE'S EQUIPMENT LINE-UP FOR REFERENCE ONLY. DETAILED LINES INDICATE FUTURE ADDITIONAL EQUIPMENT.
2. DIMENSIONS ARE OVERALL OR TO STRUCTURE UNLESS NOTED OTHERWISE.
3. OVERALL SITE PLAN FOR REFERENCE ONLY. SEE SURVEY FOR PROPERTY DIMENSIONS, EXISTING EASEMENTS, NEW EASEMENTS AND LEGAL DESCRIPTION.

SITE DATA TABLE

- NET SITE AREA: 1,577,637 SQ. FT.
- NET AT&T LEASE AREA: 400 SQ. FT.
- AREA INSIDE EQUIPMENT AREA: 324 SQ. FT.

SPECIAL NOTES

1. POWER POC IS APS ±275' - TRANSFORMER IN DIRECTION OF THOMAS ROAD.
2. TELCO POC IS PEDESTAL 100' - SOUTH SIDE OF EXISTING PARKING LOT

FM GROUP INC
15974 N. 77TH STREET
SUITE 100
SCOTTSDALE, AZ 85260
Phone: (602) 277-7877
Fax: (602) 277-8288
Project Number: 09-177

THOMAS AQUINAS
PHNXAZX542
13720 WEST THOMAS ROAD
AVONDALE, ARIZONA 85323

at&t
AT&T MOBILITY
20830 N. TATUM BLVD. SUITE 400
PHOENIX, AZ 85050
PHONE: (480) 414-1829

NO.	DATE	REVISIONS	BY	CHK	APP'D
2	11/17/09	CITY COMMENTS	MEW	MTF	MTF
1	9/28/09	CITY COMMENTS	MEW	MTF	MTF
0	07/29/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	07/23/09	ZD'S FOR REVIEW	ADM	MTF	MTF

SCALE: AS SHOWN DESIGNED BY: ADM DRAWN BY: ADM

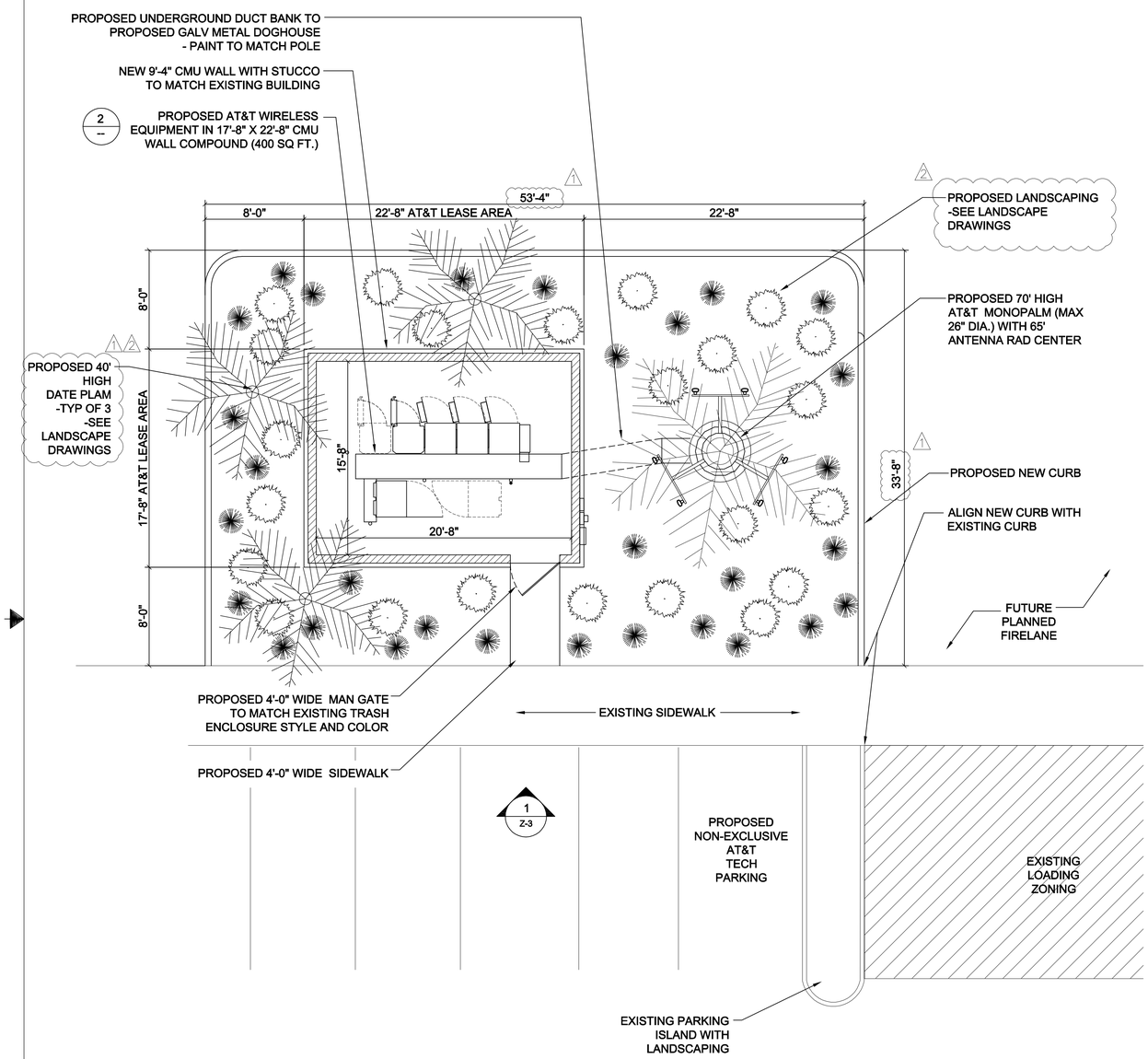
REGISTERED ARCHITECT CERTIFICATE NO. 22431 MICHAEL T. FRIES Date Signed 11-17-09 ARIZONA U.S.A. EXPIRES 12/31/2011

AT&T MOBILITY

OVERALL SITE PLAN

DRAWING NUMBER		REV
25471-620	PHNX-PHNXAZ-X542- Z-1	2

22 x 34 "D" SIZE



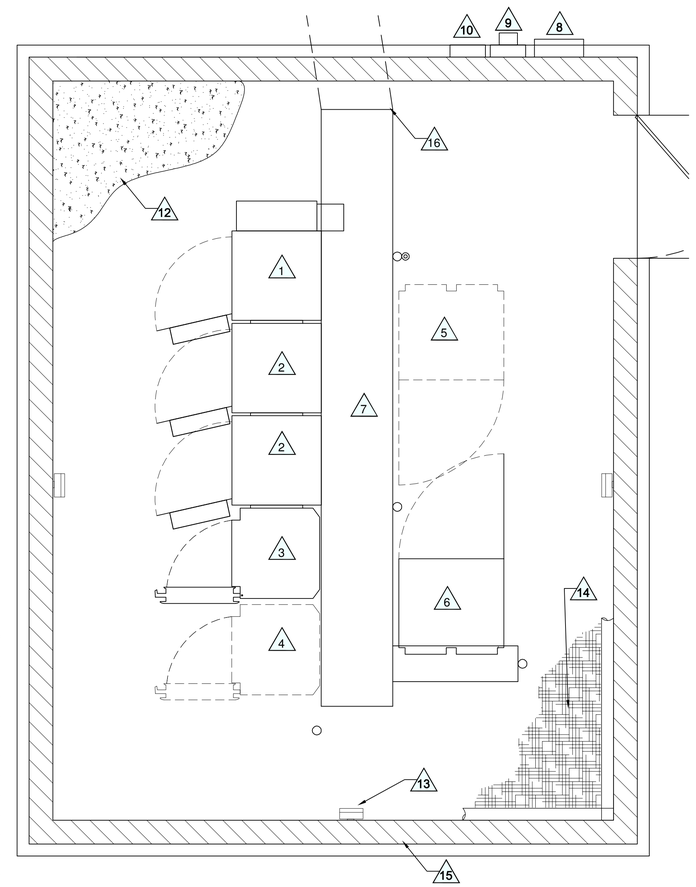
1 ENLARGED SITE PLAN

SCALE: 3/16" = 1'-0"

NORTH

0 3/32" 3/16" 3/8"

SCALE: 3/16"= 1'-0"



2 EQUIPMENT PLAN

SCALE: 1/2" = 1'-0"

NORTH

0 1" 1/2" 3/8"

SCALE: 1/2"= 1'-0"

GENERAL NOTES

1. LESSEE'S EQUIPMENT LINE-UP FOR REFERENCE ONLY. DETAILED LINES INDICATE FUTURE ADDITIONAL EQUIPMENT.
2. DIMENSIONS ARE OVERALL OR TO STRUCTURE UNLESS NOTED OTHERWISE.

X EQUIPMENT NOTES

1. ARGUS Te41 POWER CABINET
2. ARGUS Te40b BATTERY CABINET
3. NOKIA GSM CABINET
4. NOKIA GSM CABINET (FUTURE)
5. LUCENT UMTS CABINET
6. LUCENT UMTS CABINET (FUTURE)
7. COAXIAL CABLE BRIDGE
8. TELCO DEMARC
9. ELECTRICAL METER
10. ELECTRICAL DISCONNECT
11. GPS ANTENNA
12. NEW CONCRETE SLAB
13. TECH LIGHTING - 3 TYP
14. 8'-0" HIGH EQUIPMENT SHADE STRUCTURE WITH DESERT SAND COLOR FABRIC
15. 9'-4" HIGH SCREEN WALL
16. COAXIAL CABLE VERTICAL TRANSITION TO UNDERGROUND TRENCH

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1	9/28/09	CITY COMMENTS	MEW	MTF	MTF
0	07/29/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	07/23/09	ZD'S FOR REVIEW	ADM	MTF	MTF

SCALE: AS SHOWN DESIGNED BY: ADM DRAWN BY: ADM

REGISTERED ARCHITECT CERTIFICATE NO. 22431 MICHAEL T. FRIES Date Signed 11-18-09 ARIZONA U.S.A. EXPIRES 12/31/2011

AT&T MOBILITY

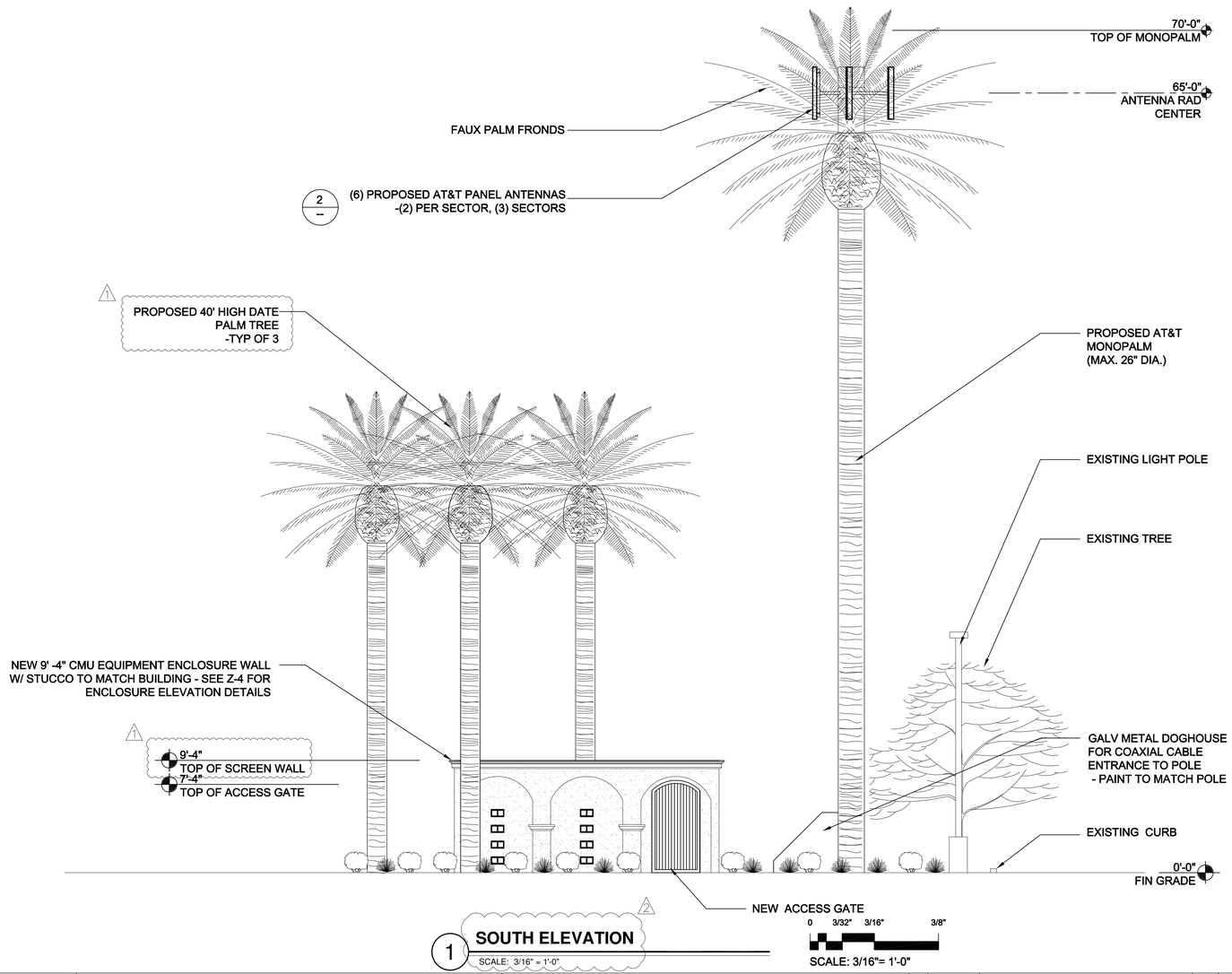
ENLARGED SITE PLAN

DRAWING NUMBER		REV
25471-620	PHNX-PHNXAZ-X542- Z-2	2

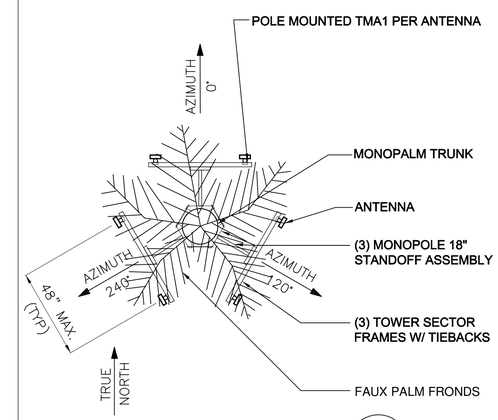
22 x 34 "D" SIZE

GENERAL NOTES

1. ANTENNA ARRAY SHOWN FOR REFERENCE (3) SECTORS WITH (2) ANTENNAS PER SECTOR.
2. LESSEE'S MONOPALM SHOWN FOR REFERENCE WITH MAXIMUM HEIGHT ALLOWED. ACTUAL POLE WIDTH AND APPEARANCE PER POLE MANUFACTURER'S SPECIFICATIONS.



1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



ANTENNA PLAN VIEW 2

FM GROUP INC
15974 N. 77TH STREET
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NO.	DATE	REVISIONS	BY	CHK	APP'D
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0	07/29/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	0723/09	ZD'S FOR REVIEW	ADM	MTF	MTF

SCALE: AS SHOWN | DESIGNED BY: ADM | DRAWN BY: ADM

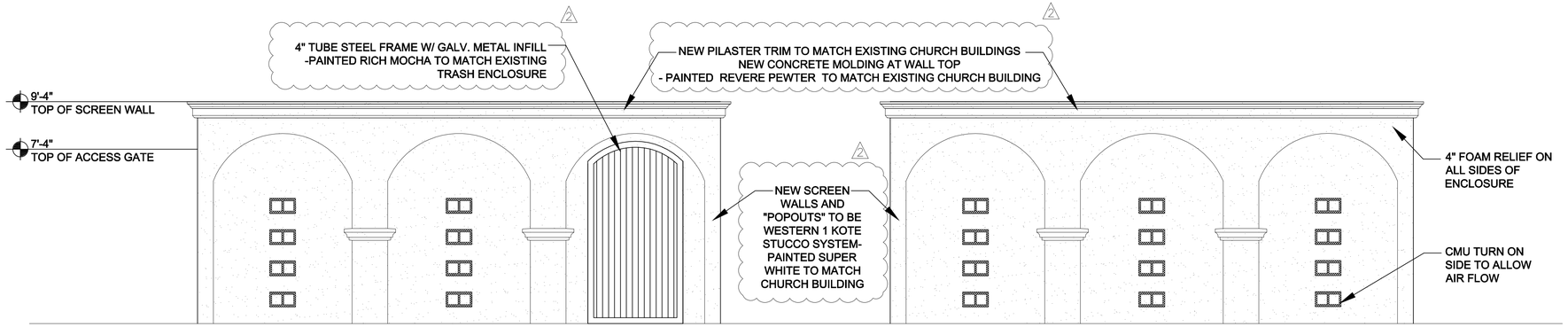
REGISTERED ARCHITECT
CERTIFICATE NO. 22431
MICHAEL T. FRIES
Date Signed 11-18-09
ARIZONA U.S.A.
EXPIRES 12/31/2011

AT&T MOBILITY

ELEVATION

DRAWING NUMBER	REV
25471-620	PHNX-PHNXAZ-X542- Z-3	2

22 x 34 "D" SIZE



1 **NORTH ELEVATION**
SCALE: 3/8" = 1'-0"

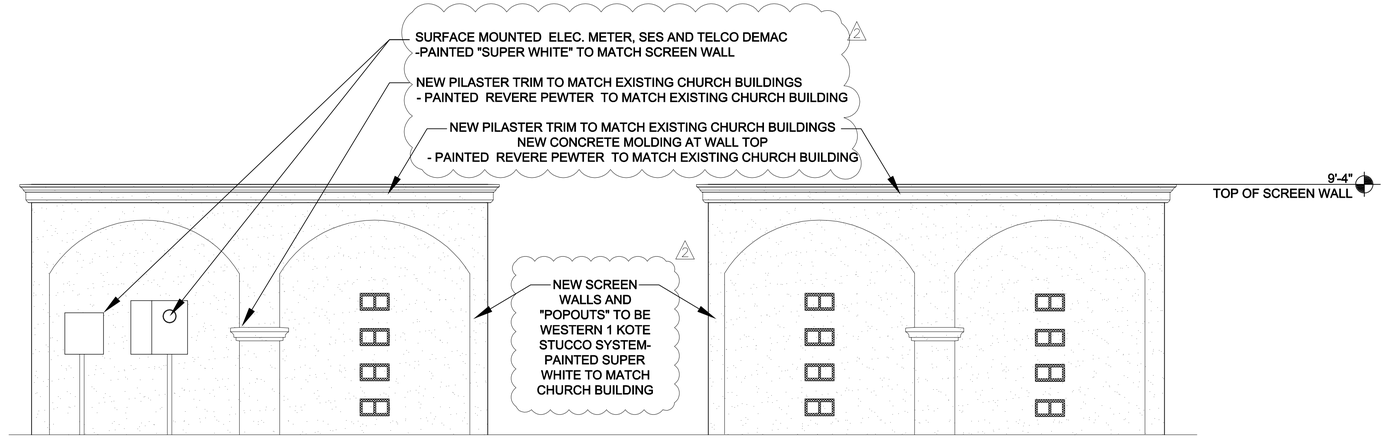
2 **SOUTH ELEVATION**
SCALE: 3/8" = 1'-0"

MATERIAL AND COLOR SCHEDULE

STUCCO / PAINT
WESTERN 1 KOTE - SAND STUCCO FINISH
COLOR: SUPER WHITE
MANUFACTURER: BENJAMIN MOORE
REP: CONNIE MESKO 720-858-8212

CORNICE MOLDING
SAND STUCCO FINISH
COLOR: REVERE PEWTER (HC-172)
MANUFACTURER: BENJAMIN MOORE
REP: CONNIE MESKO 720-858-8212

ACCESS GATE
RICH MOCHA (DEA159)
MANUFACTURER: DUNN EDWARDS
REP: TIM GARVER 602-714-7280



3 **EAST ELEVATION**
SCALE: 3/8" = 1'-0"

4 **WEST ELEVATION**
SCALE: 3/8" = 1'-0"

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0	07/29/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	0723/09	ZD'S FOR REVIEW	ADM	MTF	MTF

SCALE: AS SHOWN | DESIGNED BY: ADM | DRAWN BY: ADM

REGISTERED ARCHITECT
CERTIFICATE NO. 22431
MICHAEL T. FRIES
Date Signed 11-18-09
ARIZONA U.S.A.
EXPIRES 12/31/2011

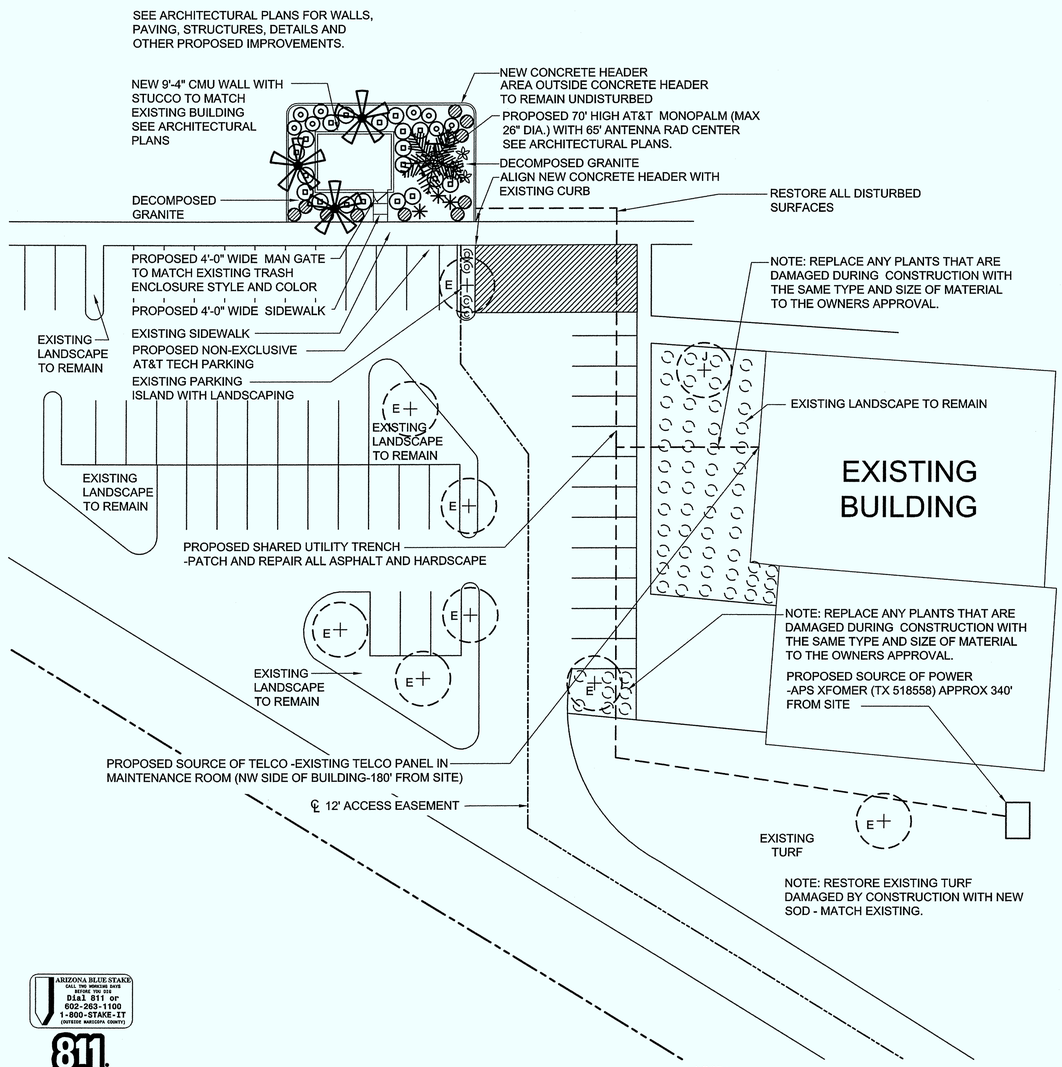
AT&T MOBILITY

ENCLOSURE ELEVATIONS

DRAWING NUMBER		REV
25471-620	PHNX-PHNXAZ-X542- Z-4	2

22 x 34 "D" SIZE

Exhibit E



1 LANDSCAPE PLAN
SCALE: 1" = 20'-0"

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS BEFORE YOU DIG
DIAL 811 OR 602-263-1100 1-800-STAKE-IT (OUTSIDE MARICOPA COUNTY)
811. Know what's below. Call before you dig.

PROTECTION / RESTORATION NOTES

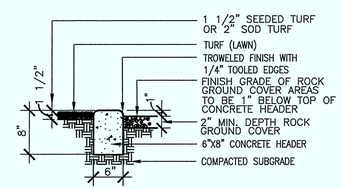
1. RESTORE LANDSCAPE AREAS DISTURBED BY ANY CONSTRUCTION ACTIVITY UNDER THIS CONTRACT. INCLUDE ALL NEW LANDSCAPE AREAS AND AREAS DISTURBED AS A RESULT OF GRADING, UTILITY TRAFFIC OR OTHER DISTURBANCE OR ACTIVITY OCCURRING AS A RESULT OF ANY CONSTRUCTION ACTIVITY UNDER THIS CONTRACT.
2. RESTORATION SHALL INCLUDE BUT IS NOT LIMITED TO THE COMPLETE RESTORATION OF ALL DISTURBED LANDSCAPE SURFACES, INCLUDING INSTALLATION OF NEW OR REPLACEMENT PLANTS OR TURF AS WELL AS ALL FINISH GRADING AND ROCK GROUND COVER TO MATCH ADJACENT UNDISTURBED LANDSCAPE AREAS.
3. LIMIT OF RESTORATION SHALL BE DETERMINED BY THE LIMIT OF DISTURBANCE OR EXTENT OF WORK NECESSARY TO COMPLETE THE REQUIRED RESTORATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND INSTALL ALL NECESSARY PROTECTIVE DEVICES TO PREVENT OR RESTRICT ENCROACHMENT OF OPERATIONS OR TRAFFIC FROM ACCESS AND DISTURBANCE OF ANY ADJACENT AREAS NOT SHOWN TO BE DISTURBED AS A RESULT OF WORK UNDER THIS CONTRACT.
4. ANY AND ALL PLANTS, NOT DESIGNATED TO BE REMOVED, WHICH ARE DISTURBED OR DAMAGED AS A RESULT OF WORK UNDER THIS CONTRACT SHALL BE REPLACED WITH A PLANT OF EQUAL OR BETTER QUALITY AND OF THE SAME SIZE AND SPECIES AS THE ORIGINAL EXISTING PLANT UNLESS OTHERWISE DIRECTED BY THE OWNER'S REPRESENTATIVE.

PLANT MATERIALS LIST

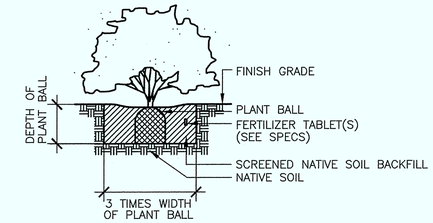
SYM.	TREES	SIZE	QTY.	REMARKS
	PHOENIX DACTYLIFERA DATE PALM	40' TRUNK HT.	3	DIAMOND CUT TRUNK
	SHRUBS, GROUNDCOVERS, VINES, AND ACCENTS			
	AGAVE DESMETTIANA AGAVE	5 GAL.	3	
	CARISSA MACROCARPA GREEN CARPET NATAL PLUM	5 GAL.	9	
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.	3	
	NERIUM OLEANDER 'PETITE PINK' OLEANDER	5 GAL.	19	
	LANTANA 'NEW GOLD' NEW GOLD LANTANA	1 GAL.	10	
	DECOMPOSED GRANITE, 2" MIN. DEPTH IN ALL NEW PLANTING AREAS. PROVIDE SAMPLE FOR APPROVAL PRIOR TO ORDERING COLOR: MATCH EXISTING SIZE: ¾" SELECT SIZE		1,300 SQ. FT.	
	CONCRETE HEADER		120 LIN. FT.	

EXISTING TREE TO REMAIN
E=ELM TREE J=JACARANDA TREE

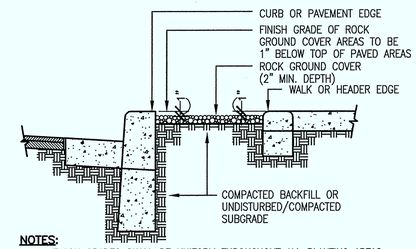
EXISTING SHRUB OR GROUND COVER TO REMAIN
C=CARISSA O=OLEANDER



1 6"X8" CONCRETE HEADER
N.T.S.

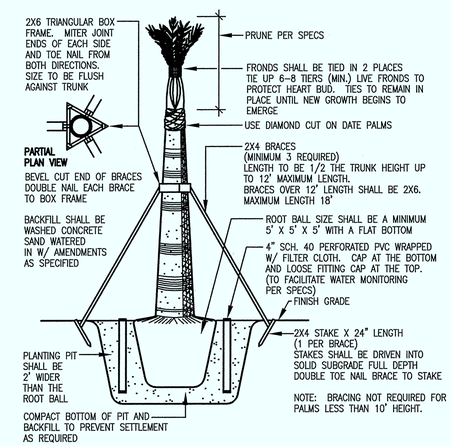


2 SHRUB PLANTING
N.T.S.



NOTES:
- FINISH GRADES SHALL BE UNIFORM THROUGHOUT ALL PLANTING AREAS. ALL ROCK GROUND COVER DEPTH SHALL BE AFTER FINISH GRADING, WATER WASHING, AND SETTLEMENT.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH OTHER FORCES AS NECESSARY TO PROVIDE ALL FILL AND ROUGH GRADING REQUIRED TO ACHIEVE FINISH GRADE OF ROCK GROUND COVER AS INDICATED HEREIN
- WATER WASH ALL ROCK GROUND COVER SURFACES TO REMOVE FINES AND DUST.

3 FINISH GRADE ROCK GROUND COVER
N.T.S.



4 DATE PALM PLANTING
N.T.S.

McCloskey • Peltz, Inc.
LANDSCAPE ARCHITECTS
One West Elliot Road Suite 110 Tempe, Arizona 85284
Phone: (480) 838-4777 Fax: (480) 831-1774

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SUITE 100
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NO.	DATE	REVISIONS	BY	CHK	APP'D
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1	9/28/09	CITY COMMENTS	MEW	MTF	MTF
0	07/29/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	07/23/09	ZD'S FOR REVIEW	ADM	MTF	MTF

SCALE: AS SHOWN DESIGNED BY: DM DRAWN BY: DM

REGISTERED LANDSCAPE ARCHITECT 19610 DIANE C. McCLOSKEY Date Signed 11-17-09 ARIZONA U.S.A. Expires 9/30/2012

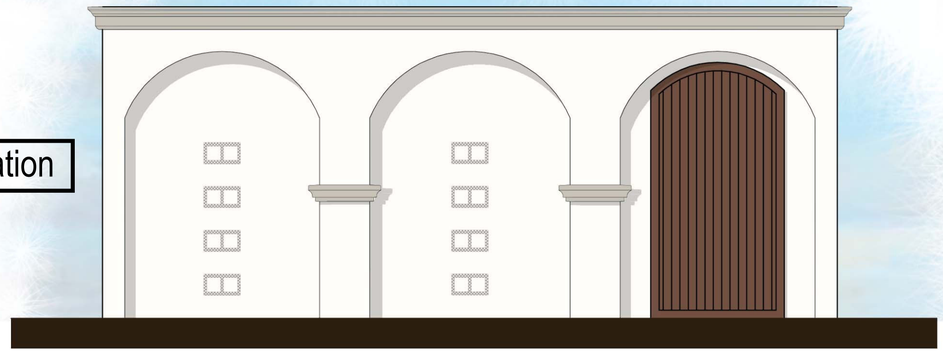
AT&T MOBILITY

LANDSCAPE PLAN

DRAWING NUMBER	REV
25471-620 PHNX-PHNXAZ-X542- L-1	2

22 x 34 "D" SIZE

Exhibit F



South Elevation

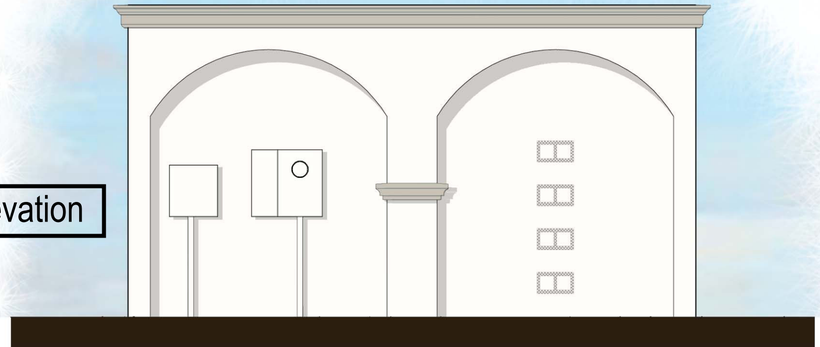
North Elevation

MATERIAL AND COLOR SCHEDULE

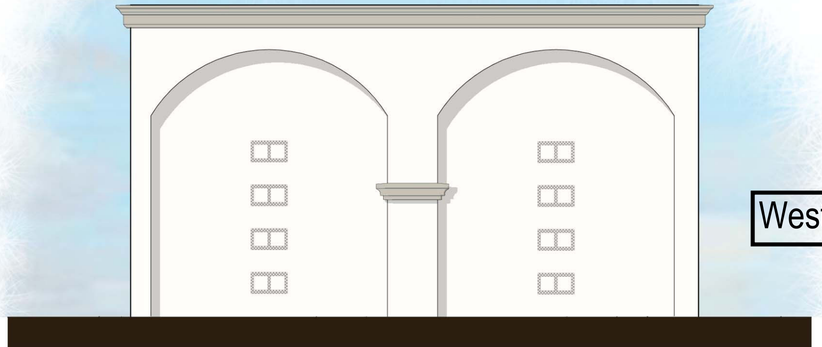
STUCCO / PAINT
WESTERN 1 KOTE - SAND STUCCO FINISH
COLOR: SUPER WHITE
MANUFACTURER: BENJAMIN MOORE
REP: CONNIE MESKO 720-858-8212

CORNICE MOLDING
SAND STUCCO FINISH
COLOR: REVERE PEWTER (HC-172)
MANUFACTURER: BENJAMIN MOORE
REP: CONNIE MESKO 720-858-8212

ACCESS GATE
RICH MOCHA (DEA159)
MANUFACTURER: DUNN EDWARDS
REP: TIM GARVER 602-714-7280



East Elevation



West Elevation

Exhibit G

EXISTING CONDITIONS

EXISTING CONDITIONS
FROM THOMAS ROAD LOOKING NORTH

NEW CONDITIONS

NEW CONDITIONS
FROM THOMAS ROAD LOOKING NORTH

Exhibit G

EXISTING CONDITIONS
FROM 137th AVE LOOKING WEST

EXISTING CONDITIONS
FROM EARL DRIVE LOOKING SOUTH

NEW CONDITIONS
FROM 137th AVE LOOKING WEST

NEW CONDITIONS
FROM EARL DRIVE LOOKING SOUTH

Excerpt of the Minutes of the regular Planning Commission meeting held February 18, 2010 at 6:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
David Iwanski, Chairman
Angela Cotera, Vice Chair
Sean Scibienski, Commissioner
Michael Long, Commissioner

COMMISSIONERS EXCUSED
David Scanlon, Commisioner
Lisa Amos, Commissioner
Grace Carrillo, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager, Development Services Department
Ken Galica, Planner II, Development Services Department
Eric Morgan, Planner II, Development Services Department
Chris Schmaltz, City Attorney

APPLICATION NO. CU-09-2

APPLICANT: Mr. Matthew Speth
FM Group, Inc.
(602) 277-7877

PROPERTY OWNER: Roman Catholic Church – Diocese of Phoenix
Rev. Kieran Kleczewski, Pastor of St. Thomas Aquinas Parish
(623) 935-2151

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application CU-09-2, a request by FM Group for a Conditional Use Permit (CUP) to allow for a 70' freestanding personal wireless service facility at 13720 W. Thomas Road. Staff Contact: Ken Galica

Ken Galica, Planner II, Development Services Department, stated CU-09-2 is a Conditional Use Permit (CUP) application for a 70' monopalm personal wireless service facility. The Zoning Ordinance requires a CUP for any personal wireless service facility (cell tower) greater than 35' in height. The subject site is located east of the northeast corner of Thomas Road and Litchfield Road on the campus of the St. Thomas Aquinas Catholic Community. The surrounding uses include the Fulton Estates subdivision to the north and east within Avondale city limits. The Palm Valley subdivision and golf course are to the south, and a community park and YMCA to the west, both within the Goodyear city limits. The subject property is zoned Planned Area Development (PAD) and is part of the Palm Valley PAD approved in 1994. The Fulton Estates subdivision is part of the same PAD. The Palm Valley subdivision and golf course, as well as the Community Park and YMCA, all have Goodyear zoning.

The St. Thomas Aquinas campus includes a church, an elementary school, and a senior center. Future elements to be constructed on the site include a parochial high school, a church hall, and athletic fields. The proposed wireless facility location is located to the northwest of the existing

senior center and occupies approximately 1,800 square feet of area, which is currently vacant and undeveloped. When the site is built out, six parking spaces will be displaced; however, the site will still meet minimum parking requirements because the master site plan provided for parking above the minimum requirements. The planned monopalm is approximately 100 feet northwest of the senior center building. The ground equipment shelter is approximately 22' 8" X 17' 8" with an outside dimension of roughly 400 square feet in area. The wireless facility will be unmanned and will require only periodic maintenance and one reserved parking space in the senior center parking lot.

The applicant is planting three date palm trees 40 feet in height, as well as additional landscaping to break up the appearance of the site. The monopalm itself will mimic the appearance of a date palm tree with the antennas hidden behind simulated palm fronds and the trunk coated and textured to simulate the trunk of a palm tree. The equipment enclosure is approximately 10 feet in height and has been designed as an extension of the existing Spanish Mission theme used on the church and other buildings on the site. Arches are present on the portico for the church and elsewhere on the site. An arched top entry door and other similar elements include a decorative cornice cap and whitewashed stucco with darker trim. The Planning Commission reviewed slides of the site with the monopalm from various perspectives.

Staff believes that all required findings of the Zoning Ordinance have been met to grant a CUP. Staff recommends that the Planning Commission recommend approval of application CU-09-2 subject to the three conditions listed in the Staff Report.

Chairperson Iwanski invited questions.

Commissioner Scibienski asked what the height of the church is. Mr. Galica replied that the top of the bell tower of the church is approximately 100 feet in height and the dome is approximately 60 feet in height.

Vice Chair Cotera asked if the St. Thomas Aquinas Church is in agreement with the applicant's plan. Mr. Galica stated the church is allowing the applicant to proceed with the CUP application.

Vice Chair Cotera asked how tall would the adjacent palm trees be. Mr. Galica explained that live date palm trees reach 40' and will be planted at their maturity level. Any growth beyond 40 feet would be minimal.

Vice Chair Cotera asked why the applicant had chosen the date palm. Mr. Galica explained that the date palm has a bulky canopy which works nicely to hide the antennas.

Vice Chair Cotera asked if there was a means to avoid the discrepancy in height between the monopalm and the live date palms. Mr. Galica stated that the Zoning Ordinance recommends using identical live plant material next to simulated material; in this case that would be date palms. Date palms have been used at Universal Technical Institute where a 60' monopalm and two 40' live date palms stand, and at Garden Lakes Baptist Church where a 50' monopalm and surrounding shorter live palm trees stand.

Vice Chair Cotera asked why the applicant is choosing a 70' monopalm. Mr. Galica explained that the 70' foot monopalm is used to fill the existing signal gap in the AT&T network in the area. A 60' monopalm would leave some areas without service.

Vice Chair Cotera asked if any neighbors had objected to the 70' monopalm and if the colors would blend in with the church. Mr. Galica reported no neighbors had objected to the 70' monopalm and the colors would be identical to those of the church.

Chairperson Iwanski invited further questions, and hearing none, opened the public hearing. There were no requests to speak. Chairperson Iwanski closed the public hearing.

Chairperson Iwanski invited further questions, and hearing none, called for a motion and a second.

Vice Chair Cotera **MOVED** that the Planning Commission accept the findings and recommend approval of application CU-09-2, a request for Conditional Use Permit approval for a personal wireless service facility (PWSF) on the campus of St. Thomas Aquinas Catholic Community subject to the stipulations recommended by Staff. Commissioner Scibienski **SECONDED** the motion.

1. Development and operation of the PWSF shall conform to the narrative, site plan, elevations, and landscape plan date stamped November 19, 2009, except as modified by these stipulations.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

3. The future co-location of additional equipment on the monopalm PWSF shall be prohibited.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Lisa Amos, Commissioner	Excused
Grace Carrillo, Commissioner	Excused
Angela Cotera, Vice Chair	Aye
Michael Long, Commissioner	Aye
David Scanlon, Commissioner	Excused
Sean Scibienski, Commissioner	Aye

THE MOTION PASSED UNANIMOUSLY

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1405-410 - Coldwater Springs PAD Amendment for Fairway Living Senior Housing (Z-09-10)

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, Director of Engineering and Development Services Department (623-333-4211)

THROUGH: Charlie McClendon, City Manager

PARCEL SIZE: Approximately 8 acres

LOCATION: Southwest corner of Fairway Drive and Van Buren Street

APPLICANT: Wade Felkins, Landmark Design Architects (480-206-0630)

OWNER: Mirage Development, LLC (480-313-9963)

BACKGROUND:

The subject property was annexed into the City on January 4, 1988. The property was rezoned to the Planned Area Development (PAD) Zoning District on March 17, 1997. The subject property is identified as Commercial in the approved PAD development plan, and equivalent to the Community Commercial (C-2) zoning district uses and development standards. There has been no development on the property.

The property is designated as Commercial on the General Plan Land Use Map (Exhibit A).

SUMMARY OF REQUEST:

The applicant is requesting an amendment to the Coldwater Springs PAD to amend the uses and development standards for approximately 8 acres located on the southwest corner of Van Buren Street and Fairway Drive. Only the subject property on the southwest corner is affected by this proposed amendment. The existing uses allowed are per the C-2 zoning district. The applicant is also proposing uses from the Commercial Office (C-O) zoning district as described below:

<u>Permitted Uses:</u>
1) Art Gallery
2) Art Studio
3) Assisted Living Facility
4) Massage Therapy (medical)
5) Medical, dental or health offices, clinics and laboratories, excluding plasma centers
6) Professional Offices
7) Real Estate Office
8) Retail sales of new merchandise within enclosed buildings, excluding liquor stores
9) Ticket and Travel Agency

<u>Uses Permitted with a Conditional Use Permit:</u>

1) Public Service and Non-Profit Community Uses
2) Restaurant, without drive-thru

The applicant is also proposing to amend the PAD to follow the C-O development standards instead of the C-2 development standards, and to allow for a parking ratio of 0.5 parking spaces per assisted living care dwelling unit instead of using the multi-family parking ratio from Section 8 of the Zoning Ordinance. The proposed changes are summarized below.

Current Development Standards:
Per the C-2 Zoning District
* Maximum Lot Coverage - None
* Maximum Building Height - 30'
* Minimum Street Setback - 20'
* Minimum Setback from Residential - 50'
* Minimum Parking Setback - 30'
* Minimum Parking Setback from Residential - 25'

Proposed Development Standards:
Per the C-O Zoning District
* Maximum Lot Coverage - 35%
* Maximum Building Height - 30'
* Minimum Street Setback - 20'
* Minimum Setback from Residential - 1' per 1' bldg. ht.
* Minimum Parking Setback - 20'
* Minimum Parking Setback from Residential - 25'

Current Parking Standards:
Multi-family Efficiency 1.5 spaces/unit
Multi-family 1-Bedroom 1.5 spaces/unit
Multi-family 2-Bedroom 1.75 spaces/unit

Proposed Parking Standards:
Studio, 1-Bedroom, 2-Bedroom Assisted Living Facility 0.5 space/unit

There is no request to change parking standards for any other use than the assisted living facility.

PARTICIPATION:

The applicant invited 79 property owners and other interested parties to a neighborhood meeting held on November 30, 2009 to discuss the proposal. Three property owners attended the meeting. Items discussed included driveway location and circulation, height and location of the buildings, past zoning and uses of the property, and uses of the proposed retail suites (Exhibit F).

The Planning Division received telephone calls regarding this case from three residents of Coldwater Springs. One resident opposed the current driveway configuration because it does not allow west bound traffic on Van Buren Street to left-turn directly into the property, forcing the motorist to left turn at Fairway Drive and then enter the property. Traffic exiting the property and heading west bound on Van Buren Street would also be forced to utilize Fairway Drive as there is no left turn driveway onto Van Buren Street from the property directly. The concern was that too much traffic will be diverted onto Fairway Drive. Staff responded that the proposed use will generates less traffic than other C-2 equivalent uses, that the vacant property on Van Buren east of Fairway Drive also has C-2 equivalent zoning and will be using Fairway Drive in a similar manner, and that the traffic study expressed some concerns about allowing a left turn into and out of the site because of the limited visibility and speed of travel of the motorists coming over the Agua Fria river bridge. In addition, the ultimate construction of Van Buren Street identifies a landscaped median without median cuts for left-turns into this property due to the close proximity of the intersection of Van Buren Street and

Fairway Drive.

Two additional residents contacted the Planning Division to initially oppose the proposed assisted living facility for seniors use. One resident had been told that the property was going to be a park, the other did not want a building on the property that would block his view and crowd the property line. It was explained to both that the proposed use is less intense than some of the uses that are allowed on the property under current zoning. It was also explained that the original approval for the Coldwater Springs PAD always showed this property as commercial, not a park. And it was explained that the conceptual site plan shows the proposed 30' tall building about 80' from the property line to the south, whereas the existing development standards would allow a building 30' to be a minimum of 50' from the property line. In conclusion, both residents expressed their preference for the proposed use and 80' setback of the building as shown on the conceptual site plan.

A notice regarding the City Council public hearing was published in the March 16, 2010 edition of the West Valley View newspaper. The property was posted, letters were sent to 79 adjacent property owners on, or prior to, March 16, 2010 regarding the City Council public hearing.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 18, 2010, and voted 4-0 to recommend **APPROVAL** of this request with the following six conditions: (Exhibit G)

1. The development shall be in substantial conformance with the development plan and narrative of Coldwater Springs PAD as amended by this approval, dated January 26, 2010, except as modified by these stipulations.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Prior to the issuance of the first permit, payment shall be made to the City of Avondale for half of the median along the Van Buren Street frontage of the site. The median be constructed when the property on the north side of Van Buren Street is developed.

4. Financial assurance for all work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

5. All common, landscape and open space areas to include recreational structures shall be maintained by the Property Manager in accordance with the approved plan.

6. The site plan shall be approved administratively by staff provided it is in conformance with the PAD narrative and development plan and in substantial conformance to the conceptual site plan provided.

ANALYSIS:

The subject property is identified as Commercial on the General Plan Land Use Map. The proposed PAD amendment, to allow retail, office, restaurant, and assisted living facility uses, is in conformance with the General Plan.

The current Coldwater Springs PAD provides for C-2 uses on the property. The applicant is proposing to replace C-2 uses with uses from the C-O zoning district to develop a 192-dwelling unit assisted living care facility with an integral 6,438 square feet of office, retail, and restaurant uses. The uses proposed are less intense than the uses allowed in C-2 under the current PAD, for example: automobile rental, sales, and diagnostic and service facilities; hotel and motel; indoor commercial recreation facility; laundromat; surplus/thrift store; and tire sales repair and mounting. The location of an assisted living facility with some accessory retail, office, and restaurant uses

would be compatible with surrounding residential uses south of the property in Coldwater Springs, and would generate less traffic than many of the more intensive uses in C-2 listed above. The proposed amendment would also require the development to adhere to the development standards of the C-O zoning district instead of the existing C-2 zoning district. The differences between these two districts are: A) C-O limits lot coverage by buildings to a maximum of 35%, C-2 has no limit; B) C-O has a minimum 15-foot interior setback between buildings, C-2 has none; C) C-O requires a minimum 20-foot setback for parking areas, C-2 requires a minimum of 30 feet; and D) C-O requires a minimum building setback from adjacent residential of 1 foot for each 1 foot of building height, C-2 requires 50 feet. The conceptual site plan included in the PAD narrative and development plans shows the lot coverage at 27%, well within the minimum. The interior building setback is not applicable because the applicant is showing only one building. The conceptual site plan shows parking a minimum of 25 feet from the nearest residential, located to the south, because the minimum landscape buffer between commercial and residential uses is 25 feet. The conceptual site plan shows the 30-foot high building setback at least 80 feet from the nearest residential. The proposed conceptual site plan provides adequate buffering and development standards to minimize impacts upon adjacent residential homes to the south.

The proposed PAD amendment proposes to reduce the parking requirement to 0.5 parking spaces per residential dwelling unit. This ratio is based upon the parking standard in the City of Phoenix for assisted living facilities. The Avondale Zoning Ordinance does not provide a parking standard specifically for assisted living facilities. There have been no assisted living facilities approved in the City of Avondale in the recent past, thus a parking standard for these types of facilities has not been applied. In the absence of approval of this amendment to use 0.5 parking spaces per dwelling unit, staff would apply the multi-family parking standard of 1.5 parking spaces per studio and 1-bedroom units, and 1.75 parking spaces per 2-bedroom units. Staff finds the City of Phoenix parking standard of 0.5 parking spaces per dwelling unit to be sufficient and reasonable for an assisted living facility with the assumption that few of the residents will own an automobile.

Subsection L of the proposed PAD narrative and development plan show representative images of architecture, materials, and colors for the facility. Staff will work with the applicant on specifics at site plan application, but the representative images are in conformance with the design manuals and the architecture for the surrounding area.

Conclusion:

Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested amendment to the Coldwater Springs PAD. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The project meets the General Plan Land Use of Commercial for this site. The proposed uses are allowed in this land use category.
2. The development will conform to the standards listed above.
3. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

RECOMMENDATION:

The City Council should **APPROVE** application Z-09-10 with the six recommended conditions of approval.

PROPOSED MOTION:

I move that the City Council adopt the ordinance **APPROVING** application Z-09-10, a request to amend the Coldwater Spring Planned Area Development to allow an assisted living facility and accessory retail uses, subject to the six recommended conditions of approval.

ATTACHMENTS:

Click to download

- Exhibit A - Vicinity General Plan Land Use Map
- Exhibit B - Vicinity Zoning Map
- Exhibit C - Aerial Photograph 2010
- Exhibit D - Summary of Related Facts
- Exhibit E.1 - Application Narrative dated 1/26/2010
- Exhibit E.2 - PAD Narrative & Development Plan dated 1/26/2010
- Exhibit F - Neighborhood Meeting 11/20/2009 Summary Report
- Exhibit G - Planning Commission 2/18/2010 draft minutes
- Draft Ord. to be replaced by City Attorneys Office
- Ordinance 1405-410

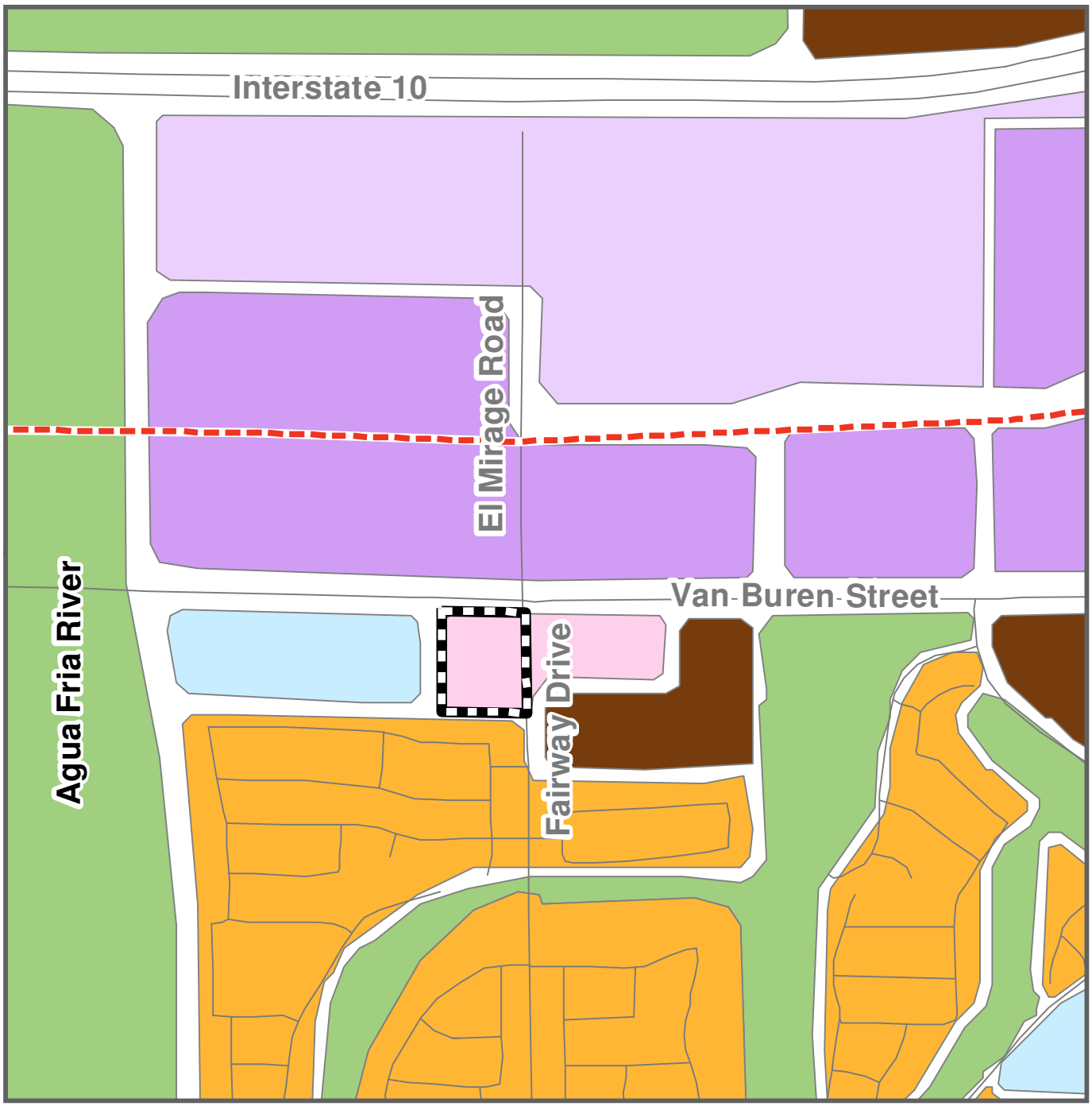
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623-333-4017)

Exhibit A



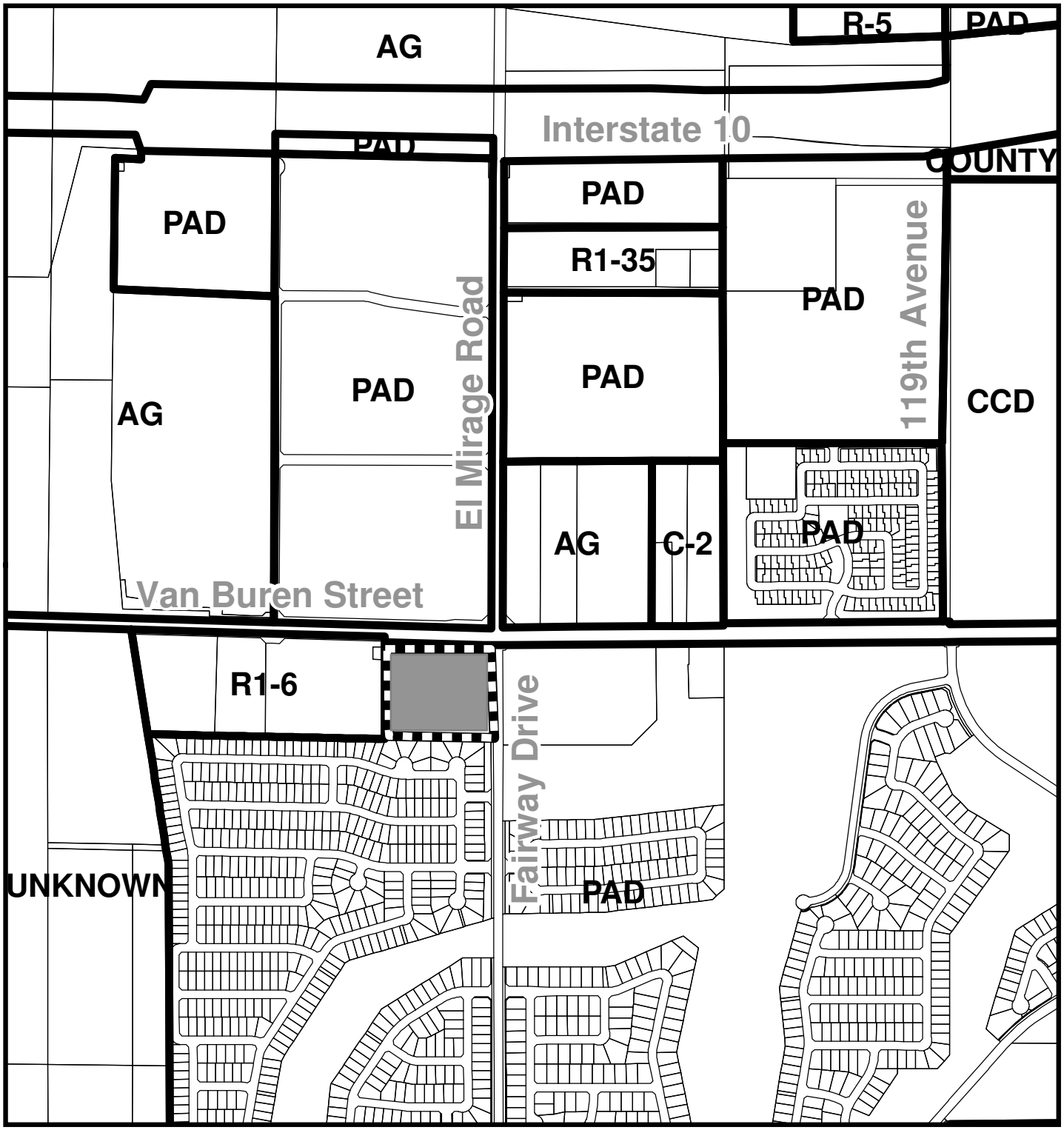
Fairway Senior Living Housing
Z-09-10

General Plan Land Use Map

- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B



Zoning Vicinity Map
Fairway Living Senior Housing
Z-09-10

Avondale

Subject Property

Exhibit C

January 2009 Aerial Photograph
Fairway Living Senior Housing
Z-09-10

Avondale

Subject Property

N

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION Z-09-10

THE PROPERTY	
PARCEL SIZE	Approx. 8 acres
LOCATION	SWC Van Buren Street & Fairway Drive
PHYSICAL CHARACTERISTICS	Rectangular and relatively level surface
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD with C-2 uses and development standards
ZONING HISTORY	Annexed 1/4/1988
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	PAD – vacant land (Avondale Commerce Center Phase 3)
EAST	PAD – vacant land (Coldwater Springs PAD with C-2 uses & development standards)
SOUTH	PAD – Single Family Residential homes (Coldwater Springs PAD)
WEST	Single Family Residential (R1-6) – vacant land (City-owned)
GENERAL PLAN	
The subject property is designated as **Commercial** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Collier Elementary School
HIGH SCHOOL	La Joya Community High School

STREETS	
Van Buren Street	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2 vehicular lanes, ½ turn lane, curb and gutter, detached sidewalk, street lights, and landscaping
Standard half street improvements	3 vehicular lanes, ½ median, bike lane, curb and gutter, attached sidewalk, street lights, landscaping, plus deceleration lane

STREETS	
Fairway Drive	
Classification	Minor Collector
Existing half street ROW	30 feet
Standard half street ROW	30 feet
Existing half street improvements	1 vehicular lane, ½ median, bike lane, curb and gutter, sidewalk, street lights, and landscaping
Standard half street improvements	1 vehicular lane, 1/2 median, bike lane, curb and gutter, sidewalk, street lights, and landscaping

UTILITIES
There are two existing 8” stub-outs to the property for water, one from the 16” waterline in Van Buren Street and the other from the 12” waterline in Fairway Drive. There is an existing 8” stub-out to the property for wastewater running to the 30” wastewater line in Fairway Drive.

Application Narrative

Wade K. Felkins
Landmark Design
2318 S. McClintock Drive, Suite 3
Tempe, AZ 85282
(480) 206-0630 Fax: (480) 966-2874

January 12, 2010

Fairway Living Senior Housing

Re. PAD amendment of property located at the SWC of Van Buren & Fairway Drive, Avondale AZ

Introduction

This request is to amend the existing PAD to include a provision of Senior Assisted Living Use on the subject property.

The subject site is 8.065 gross acres and is located on the southwest corner of Van Buren Street and Fairway Drive.

Legal Description

The property is generally bounded by Van Buren Street on the north, Fairway Drive on the East, Buckeye Road to the south, and the Agua Fria River to the west.

Legal Description: Parcel 1, Coldwater Springs, According to Book 514 of Maps, Page 17, Records of Maricopa County, Arizona (A.P.N. 500-29-007)

History

The original 769 acres of Coldwater Springs was rezoned from AG (Agriculture) to PADD (Planned Area Development District) on March 17, 1997.

The property is recorded as Parcel 1 of the Coldwater Springs Master Plat. The Avondale City Council approved said Plat on September 20th, 1999.

Coldwater Springs is a mixed-use development that includes single family and multi-family residential, four commercial sites, a school site, three park sites and an 18-hole golf course.

Multi-Family was originally proposed adjacent to the commercial uses to provide a transition between the commercial parcels and the single family detached residential.

Parcel is currently zoned PAD, Commercial Use.

General Site Description

The subject site is 8.065 gross acres, 6.841 net acres, and is located on the southwest corner of Van Buren Street and Fairway Drive.

Preliminary Development Plan

The applicant requests that the PAD Amendment allow the inclusion of Senior Assisted Living Facility as defined by Section 1, Definitions of the City of Avondale Zoning ordinance.

The applicant proposes the develop of a two story senior living community comprised of 192 dwelling units connected via an internal hallway circulation system to a central common area facility. The common area shall offer approximately 16,000 square feet of public service space divided into support amenities for use by the community's senior residents.

Development Standards

This proposal shall conform to the commercial development standards set forth for C-O zoning districts.

Property Operations

Fairway Living is and Alternative Living Community. Unlike a traditional apartment project, Fairway Living shall offer an abundance of amenities catering to the specific needs of its senior residents. Primarily focused on Self Directed Care this community will offer residents a high degree of flexibility and freedom by allowing residents control over how, when and by whom health care services are delivered. A 24 hour professionally trained support staff assists in the day-to-day needs of the residents and creates an added sense of safety.

Residents will enjoy a wide variety of choices in programs such as meal plans, housekeeping services, organized social activities, wellness programs, chauffeured local transportation, concierge service, educational programs.

The 16,000 square foot clubhouse is a central features three dining venues, a one hundred seat restaurant style dining room, casual café/bistro offering a light brunch and an Internet café, and a comfortable pub offering billiards. The first floor also features a fitness room featuring yoga and balance classes as well as massage therapy, wellness center offering nutritional advise and medical counseling. The activity room will offer arts and crafts classes, bingo and card game tournaments, community dances, birthday/holiday/theme parties, and featured entertainment in the interior atrium court. A gift shop, concierge desk, staff offices, central mail delivery, round out the lower floor amentias.

The second floor will feature a full service hair salon/barber shop, spiritual services chapel, computer room with learning center, extensive library, and 20-person movie theater/lecture lounge,

Secured outdoor activities feature a heated Olympic size swimming pool/spa featuring aquatic therapy sessions. A sensory garden, bocce ball, putting green, lush gazebo with conversation fire pit, seating areas, water feature, and lush courtyards with mature trees ringed throughout with wide walking paths are among the features being considered in the design of the central courts.

Each apartment home shall feature individual climate controls, kitchette with microwave oven, emergency 24-hour monitored call system, private bath, secure grab bars, window coverings, ceiling fans, telephone, expanded cable TV internet connections. Many units will feature outdoor patios/balconies with private storage. Housekeeping, linen, and trash services will also be offered.

Project Financing

Financing for this development shall be secured through funds insured through the Department of Housing and Urban Development (HUD). Construction and operation of the property shall conform to HUD's prescribed regulations. Loan terms for this type of development will include age restriction provisions Such restrictions will remain in force for the life of the loan.

Reasons for approval of request

The General Plan's stated vision:

The desire to create neighborhoods with diversity in housing.

Our proposal offers a property, which provides for needed housing tailored to the areas senior population.

Provide sustainable commercial activity that is compatible within the neighborhood.

Our proposal offers employment opportunities in the fields of hospitably management and elderly care providers. Senior residents are a stable long-term population.

Provide for diversity of residents, businesses within the City.

Our proposal addresses the need for providing housing options for members of the City's elderly population and will promote an enhanced depth of service specifically tailored to the needs of the City's senior population.

Our proposal also addresses the General plan's goal of anticipating future growth trends by incorporating the needs of the City's aging population.

Our proposal will not negatively impact school population, as the property will not generate any school age children.

Our proposed project will also provide a good transitional buffer between the single family residential housing to the south and what will in the future be a busy business core located along the Van Buren Street corridor.

Our development will encourage the growth of a variety of medical service providers within the surrounding neighborhood.

The many of our residents will be independent living seniors making the decision to live in our community out of the desire to no longer live alone or maintain a private residence. Many will opt for Self Directed Care, which

offers more choices and develops a sense of empowerment for the resident and their families.

The majority of our residents will occasionally need to seek counseling for a wide range general health matters such as physical therapy, specific nutritional needs, dialysis treatments, as well as seeking out local drugstores for the filling of prescriptions for various medications.

Our proposed development will have minimum need for infrastructure improvements as existing streets and utilities have been designed with ample capacity for future development of the surrounding properties.

Current lending conditions have removed many financing options once open to developers in this market. The applicant is able to secure financing through the United States Department of Housing and Development (HUD) and proceed with utmost speed in the development and operation of this proposed community. The property will be executed and supervised as part of HUD's regulatory agreement. The operation of this project shall conform to all HUD requirements regulations.

Under the current PAD allowed uses there appear to be no economically viable options in the foreseeable future for development of this property. Our proposal offers an opportunity to enhance surrounding property values and spur the development of several types of projects that will be attracted to the operation of this type of property.

Reasons for approval of request

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PAD Narrative

Wade K. Felkins
Landmark Design
2318 S. McClintock Drive, Suite 3
Tempe, AZ 85282
(480) 206-0630 Fax: (480) 966-2874

January 12, 2010

Re. PAD amendment of property located at the SWC of Van Buren & Fairway Drive, Avondale AZ

A. Introduction and Opening Statements:

This is an amendment of the Coldwater Springs PAD. The provisions of this amendment apply exclusively to the subject property – Parcel 1, Coldwater Springs, according to Book 514 of Maps, Page 17, Records of Maricopa County (A.P.N. 500-29-077). See map A.

Map A

The subject property is bounded by Van Buren Street on the north; Fairway Drive on the East, by Single Family residential (Coldwater Springs, Parcel 2, Unit1) to the south, and by City of Avondale owned vacant property to the west. The property is approximately six hundred fifty feet wide by 550 feet deep.

The subject property is currently zoned PAD. The lot size is 8.065 gross acres, 6.841 net acres, and is located on the southwest corner of Van Buren Street and Fairway Drive. The parcel is currently zoned PAD and is identified as Commercial Use on the General Plan Land Use Map. The subject property is currently vacant.

Legal Description: Parcel 1, Coldwater Springs, According to Book 514 of Maps, Page 17, Records of Maricopa County, Arizona (A.P.N. 500-29-007)

The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD.

B. Proposed Uses:

Land Use Matrix

TABLE INSET:

LAND USE	C-O
Art Gallery	**P**
Art Studio	**P**
Assisted Living Facility	**P**
Massage Therapy (Medical)	**P**
Medical, dental or health offices, clinics and laboratories, excluding plasma centers	**P**
Professional Offices	**P**
Public Service and Non-Profit Community Uses	**C**
Real Estate Office	**P**
Restaurants, without drive-thru	**C**
Retail sales of new merchandise within enclosed buildings, excluding liquor stores	**P**
Ticket and travel Agency	**P**

P = Permitted Use
CUP = Conditional Use Permit required.

All uses not specifically provided for herein are prohibited, unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use.

C. Density:

The applicant proposes the develop of a two story senior living community (55 years and older) comprised of 192 dwelling units averaging 725 square feet in size connected via an internal hallway circulation system to a central common area facility. The development shall limited to residents at least 55 years of age. All dwelling units will comply with the definition of an assisted living facility in the Zoning Ordinance.

No dwelling unit will have a full kitchen within. A limited feature kitchenette will be supplied with a small refrigerator, single compartment sink, narrow dishwasher and a countertop microwave oven. Full size range/ovens will not be installed in any unit. Each unit is designed as an integrated element of the development community they are not designed or intended to function as independent apartments.

Amenities and Services

The common area shall offer approximately 16,000 square feet of resident service space divided into support amenities for use by the community's senior residents. The ground floor shall also contain 6,400 square feet of commercial shell space facing Van Buren Street for use by retail tenants serving the residents as well as open for public patronage.

The community shall offer an abundance of amenities catering to the specific needs of its senior residents. Primarily focused on Self Directed Care this community will offer residents a high degree of flexibility and freedom by allowing residents control over how, when and by whom health care services are delivered. A 24 hour professionally trained support staff assists in the day-to-day needs of the residents and creates an added sense of safety.

Trained staff will offer the residents counseling for a wide range general health matters such as physical therapy, specific nutritional needs, dialysis treatments, as well as seeking out local drugstores for the filling of prescriptions as well as monitoring and dispensing of various medications.

Residents will enjoy a wide variety of choices in programs such as meal plans, monitoring of medications, housekeeping services, organized social activities, wellness programs, chauffeured local transportation, concierge service, educational

programs.

The 16,000 square foot clubhouse is a central features three dining venues, a one hundred seat restaurant style dining room, casual café/bistro offering a light brunch and an Internet café, and a comfortable pub offering billiards. The first floor also features a fitness room featuring yoga and balance classes as well as massage therapy, wellness center offering nutritional advise and medical counseling. The activity room will offer arts and crafts classes, bingo and card game tournaments, community dances, birthday/holiday/theme parties, and featured entertainment in the interior atrium court. A gift shop, concierge desk, staff offices, central mail delivery, round out the lower floor amentias.

The second floor will feature a full service hair salon/barber shop, spiritual services chapel, computer room with learning center, extensive library, and 20-person movie theater/lecture lounge,

Secured outdoor activities feature a heated Olympic size swimming pool/spa featuring aquatic therapy sessions. A sensory garden, bocce ball, putting green, lush gazebo with conversation fire pit, seating areas, water feature, and lush courtyards with mature trees ringed throughout with wide walking paths are among the features being considered in the design of the central courts.

Each unit shall feature individual climate controls, emergency 24-hour monitored call system, private bath, secure grab bars, window coverings, ceiling fans, telephone, expanded cable TV internet connections. Many units will feature outdoor patios/balconies with private storage. Housekeeping, linen, and trash services will also be offered.

D. Development Standards

This proposal shall conform to the commercial development standards set forth for C-O zoning district, as amended, and the Commercial/Industrial/Multi-Family Design Manual, as amended, with the exception of parking requirements.

The development shall provide adequate resident parking, as well as parking for employees, visitors and the commercial suites. Parking ratio for residents shall be at the rate of 1/2 of one space per unit. This ratio is typical for senior living facilities in the City of Phoenix.

Fairway Living is an Alternative Living Community with an age limitation of 55 years and older. Unlike a traditional apartment project, Fairway Living shall offer an abundance of amenities catering to the specific needs of its senior residents. Primarily focused on Self Directed Care this community will offer residents a high degree of flexibility and freedom by allowing residents control over how, when and by whom health care services are delivered. A 24 hour professionally trained support staff assists in the day-to-day needs of the residents and creates an added sense of safety.

E. Open Space

The development shall provide 72,785 square feet of open space (20.7%), exceeding the 20% required. Amenities will include two large enclosed courtyards allowing for a secured environment within an urban setting. The east court is a quieter more reflective space, which includes a meanderings trail, aroma and blooming gardens with gazebo, putting green, and Bocce ball/shuffle board court. The west courtyard has outdoor dining, large pool, spa, and seating areas around the perimeter of the court. Locations for outdoor seating with shade structures will be provided with exact locations and sizes to be determined as further market studies are completed and potential users identified.

F. Architectural Design

The architectural style can best be described as Spanish Colonial with front facing gable and hip roof elements intergrading a variety of Early California elements. The elevations are unified by the use of arches, stucco wall surfaces accented with stacked stone veneers and concrete tile roofs. The main entrance is accented with a lager porte cochere car court, and a two story modified turret element overlooking the concrete paver treatments of the circular drive.

See image 1 for a representation of the interior courtyard.

The architectural design shall comply with the Commercial/Industrial/Multi-Family Design Manual, as amended.

G. Landscape Design

The development shall provide 72,785 square feet of open space (20.7%) within the interior courtyards, exceeding the 20% required. The landscape palette shall meet or exceed the City of Avondale design standards. The tress used along the common property lines shall meet or exceed the 2-inch caliper requirement providing a more mature treatment at the time of installation. The development shall make extensive use of low water consumption plantings along common area and street side landscape buffers with careful consideration of Xeriscape concepts and recommendations in their selection.

The landscape theme within the interior courts shall be that of a lush urban environment utilizing mature trees and shrubs. See Open Space description for treatment of interior courts.

H. Perimeter Walls, Gates and Entries

The development shall provide decorative concrete masonry walls along common property line to the west. The design of this wall shall match that of the existing south wall.

Street frontages shall incorporate the use of a combination of masonry and wrought iron along the parking areas facing the street. Signage shall comply with City of Avondale in terms of sizes materials and location. A representative example of a previous project is included. See Sheet labeled Entry and Monument & wall details. This attachment is meant as a general theme example.

Refuse areas shall be provided with a 6'-0" high screening wall on three sides along with decorative metal gates incorporating use of opaque corrugated metal decking material. See Detail 12 as a representative example.

The all walls, gates, and entry features shall comply with the Commercial/Industrial/Multi-Family Design Manual, as amended.

I. Signage

See Sheet labeled Entry and Monument & wall details. This attachment is meant as a general theme example. Signage shall comply with City of Avondale Zoning Ordinance requirements as amended for signage.

J. Property Maintenance of Common Areas and Adjacent Rights of Way

The development shall employ a number of on-site management staff, several of which will be charged with maintaining all common area landscape, and hardscape features, conduct building maintenance and provide support services for the development residents. All residential and commercial common areas shall be maintained by the property management team.

K. Justification and Mitigation

This amendment complies with all requirements of the Zoning Ordinance and Commercial/Industrial/Multi-Family Design Manual.

L. Exhibits

a. Exhibit L.1 – Property Boundary Map and Legal Description. (ALTA Survey - Sheet 1 of 1)
b. Exhibit L.2 – Conceptual Site Plan. (Sheet SP1)
c. Exhibit L.3 – Circulation Plan. (Sheet SP2)
d. Exhibit L.4 – Phasing Schedule.
e. Exhibit L.5 - Open Space and Amenities. (Landscape Plan, example photos of similar projects)

EXHIBIT F

December 1, 2009

LANDMARK
design

Fairway Living Neighborhood Meeting Notes -

Notes as recorded by Wade Felkins from November 30th meeting held at 6:00 pm in the Mojave Room of the City Hall.

Attendees:

Residents (Three members of the Coldwater Springs Homeowners Association) – Charles Gunn, Roni Tortorici, Richard Moshowitz (sp)

Leadermark Development (General Contractor) – Bart Shea, Kelley Markel
Mirage Development (Developer) – Cecil Yates
Landmark Design (Consulting Architect) – Wade Felkins

Outlined below is my recollection of our discussions regarding the PAD Amendment application for the Fairway Living Senior Housing Project.

General Comments:

Questions regarding the project centered around three subjects:

1. Driveway locations and circulation.
2. Height and location of the building.
3. Historic zoning/use issues of subject site and adjoining properties.
4. Discussion of commercial shell space located at the northeast corner for the building.

Driveway locations:

Wade Felkins indicated the locations of the drives and described that the two driveways entrances would be right-in, right-out designs. The location and traffic movement of the third driveway located at the southeast corner of the property. Residents asked if this location would conflict with the existing median. It was indicated that it would not as it is located south of the south end of the median.
Mr. Felkins discussed the left hand turn movements onto Van Buren would be allowed only from Fairway as the design of the two drives on Van Buren would prevent left hand turns.

Questions and comments were expressed regarding the design of the Fairway driveway entrance. Residents suggested that this drive be gated to prevent nuisance traffic from entering the site. The applicant stated that he would discuss this with City staff. Residents expressed concerns regarding children being prevented from accessing the rear of the property and that the use of a gate would help to prevent problems. Applicant stated that property staff would monitor the area to help prevent such incursions into the property.

The residents expressed no other general concerns related to the driveway locations.

Building Height and Location:

Residents asked several questions regarding the height and location of the building. Mr. Felkins explained that the building will be two stories in height and that the current site plan places the building 95 feet to the closet point from the projects south property line (the rear yard of the adjoining single family residents)
General descriptions of landscape setbacks (25 feet shown), line of sight from single-family homes were also discussed (the top portion of the second floor of the building would be visible).

The residents expressed no concern related to the explanation given.

Historic Issues regarding the site:

Residents asked several questions regarding previous statements made by the City as to the future use of the subject property. Some residents understood that the site was to be developed as a public park. They expressed concerns regarding this use and would prefer that the site not be utilized as a park due to concerns regarding disruptive users, loud music, and a general concern that a park would attract and "undesirable element" into the neighborhood. Residents also made statements regarding the quality of existing properties and while they would support the request they will want to see and attractive elevation treatment of the building. Some of the residents have seen senior housing projects in other cities and have a favorable impression of this use for this site.

Commercial Component of Building:

The applicant explained the introduction of a limited area of commercial shell space to be incorporated into the building. Residents were in general support of proposed uses such as neighborhood retail sales of flowers, greeting cards, or other supporting functions for senior residents.

General Comments and Conclusions:

Residents expressed their general support of the application and were willing to issue a letter of support from the Neighborhood Association. The applicant thanked the residents for their support and stated his intention to bring a quality project to their neighborhood. The applicant also requested that they keep in communication and work together in demonstration to the City of Avondale of the residents support for the application.

The applicant and members of the development team expressed appreciation for the residents' attendance. The meeting concluded at approximately 6:40 pm.

Wade K. Felkins
Principal
Landmark Design Architects

Landmark Design

To: Eric Morgan
City of Avondale
Development Services
623-333-0400 (Fax)

From: Wade Felkins
Landmark Design

Re: Fairway Living Senior Housing
Date: December 2, 2009
Pages: 2(including cover)

Eric,

Please find attached the copy of the sign-in sheet from our neighborhood meeting. I have circulated my meeting notes to the other members of the development and should have a final draft to you tomorrow.

2318 S. McCLINTOCK DRIVE • TEMPE, AZ 85282 • (480) 206-0630 • Fax: (480) 966-2874

Meeting Sign-In Sheet

Project: Fairway & Van Buren
Conducted by: WADE FELKINS
Place/Room: MOJAVI ROOM CITY OF AVONDALE

Date: 11/30/09
Time: 6:00 PM

PRINT NAME	ADDRESS	COMPANY	PHONE	EMAIL
1. WADE FELKINS			480 929-6615	
2. BART M SHEA			480 315 5090	
3. CECIL CATES			480 313-9963	
4. Kelley Markel			480 · 315-9090	
5. CHARLES R GUNN			623-925-8009	JAMES ALLOYS.Com BGUNN@
6. Rose Toatoriei			623-932-2773	
7. RICHARD Meshowich			623 842 6000	
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PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

Thursday, February 18, 2010
6:30 P.M.

I. CALL TO ORDER

The Regular Meeting was called to order at approximately 6:30 p.m. by Chairperson Iwanski.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT
David Iwanski, Chairman
Angela Cotera, Vice Chair
Sean Scibienski, Commissioner
Michael Long, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager, Development Services Department
Ken Galica, Planner II, Development Services Department
Eric Morgan, Planner II, Development Services Department
Chris Schmaltz, City Attorney

VII. PUBLIC HEARING ITEMS

2. Z-09-10: This is a public hearing before the Planning Commission to review and solicit public input on application Z-09-10, a request by Wade Felkins, Landmark Design Architects, to amend the approved development plan for the Coldwater Springs PAD to allow for an assisted living facility, office, retail and restaurant uses on the subject property. The subject property is located at the southwest corner of Fairway Drive and Van Buren Street. Staff Contact: Eric Morgan

Eric Morgan, Planner II, Development Services Department, stated application Z-09-10 is a request to amend the Coldwater Springs PAD zoning to allow for an assisted living facility with attached office, retail and restaurant uses under the Commercial Office (C-O) development standards. The subject property is located at the southwest corner of Van Buren Street and

Fairway Drive. Fairway Drive aligns with El Mirage Road on the other side of Van Buren Street. The General Plan Land Use Map identifies the subject property as Commercial. The subject property is approximately 8 acres in area and is currently vacant. Surrounding properties include the Avondale Commerce Center Phase III zoned PAD to the north, and PAD zoning to the east and south within the Coldwater Springs PAD. Commercial uses are allowed to the east equivalent to the (C-2) Community-Commercial zoning district, and to the south is Residential zoning. The property to the west is zoned R1-6 and is owned by the City.

Mr. Morgan stated this PAD amendment request is to allow for a two-story, 192 unit assisted living facility with attached office, retail and restaurant uses. He showed the Planning Commission slides of the assisting living facility depicting studio, one and two-bedroom units; open space, a pool, and a common area for meals, staff, and pickup and drop off services, as well as four suites for office, retail, and restaurant uses. He noted that the applicant is requesting to change the parking standards for assisted living facilities to one parking space per two dwelling units. Staff has found this request is in line with the City of Phoenix's parking ratio for assisted living facilities. Mr. Morgan noted that the City of Avondale does not have a parking ratio listed specifically for assisting living facility uses. 160 spaces will be provided with 40 spaces covered. He noted only 139 spaces are required.

Site access includes a right-in/right-out driveway on Van Buren Street and a full access on Fairway Drive. Landscape buffers are provided at a minimum of 25' in width and include a 6' to 8' block wall. If this amendment is approved, the building setback requirement will be one foot of setback for every foot of building height. The height of the proposed building does not to exceed 30'. As shown on the conceptual site plan, the closest the proposed building will be to the residential area to the south is 80'. Mr. Morgan stated that representative photographs of the architecture, amenities, etc. has been provided to the Planning Commission in Exhibit E, Subsection L.

Staff finds that this request is in conformance with the General Plan Land Use designation of Commercial for this site. Mr. Morgan pointed out that the assisted living use is acceptable in Multi-Family Residential or in low-intensity Commercial such as Commercial-Office zoning. Staff finds that the request will not result in incompatible land use relationships. Staff finds that the proposed development standards of Commercial-Office are less intense than what is allowed in the current Community-Commercial zoning, and adequate buffering will be provided to minimize offsite impacts by the 25' landscape buffer and the building setback. Staff recommends approval with six stipulations. He noted that Staff has stipulated that the applicant pay for half of the median along Van Buren Street and that the site plan be approved administratively by Staff as long as it is in substantial conformance with the site plan. He noted that the color images in the PAD narrative are representative of other projects by the applicant and provide the Planning Commission with an idea of what the project will look like. Mr. Morgan noted that one letter in support of the project had been received from the President of the Coldwater Springs HOA.

Chairperson Iwanski invited questions.

Vice Chair Cotera stated she is concerned that there is no parking provided interior to the site along Fairway Drive, and that most of the parking seems to be along Van Buren where there is only a right-in/right-out access near the commercial suites. Mr. Morgan explained that the previous conceptual site plan showed an additional driveway at the west end of the property accessing Van Buren Street. This driveway was eliminated by the applicant partially based upon the traffic study and partially on the complicating time factor involved in requesting City right-of-way for a deceleration lane for the west driveway. The remaining driveway on Van Buren Street is right-in/right-out because the opening does not meet the minimum separation from an intersection requirement and because there will be a landscaped median in Van Buren Street in the future. He noted that most of the parking is near the retail and the drop-off area in front of the main entrance. Circulation is adequate and meets all City requirements.

Vice Chair Cotera noted that there is no parking for the dwelling units along Fairway Drive and asked if the site access from Van Buren Street access and parking arrangement can be revised. Mr. Morgan stated he is not prepared to redesign the site to provide left-in/left-out access to Van Buren Street without consultation of the traffic study, staff's engineering plans reviewer, and the applicant. He further stated that adding parking, and by necessity a drive aisle, to the east side of the site along Fairway Drive, will necessitate reducing the building size, redesigning the traffic circulation pattern, and adjusting the open space and landscaping area in ways too complicated to simply do it by stipulation without seeing a revised site plan. He noted that the residents of an assisted living facility will most likely be picked up and dropped off and not be driving their own vehicles. He suggested Vice Chair Cotera address her questions to the applicant.

Vice Chair Cotera asked if the parking spaces per unit will provide enough parking for the facility. Mr. Morgan confirmed that the standard is based upon the City of Phoenix's parking standard for assisted living facilities, and that the site contains parking in excess of the minimum required by the 0.5 spaces per unit ratio.

Vice Chair Cotera asked what the City of Phoenix standards are for parking in assisted living facilities. Mr. Morgan stated that Phoenix requires 0.5 spaces per dwelling unit or 1.0 space per two units. The current plan shows 160 parking spaces, while only 139 are required. Parking standards for the office, retail, or restaurant suites have not been reduced.

Vice Chair Cotera noted that the elevations provided to the Planning Commission depict a four story building and asked for clarification that the units will be two stories in height, and if the Commission would see the site plan again in the future. Mr. Morgan stated that staff is recommending a stipulation that site plan be approved administratively provided that it is in conformance with the PAD narrative and development plan, and that it is in substantial conformance to the conceptual site plan provided today. The Planning Commission may remove that stipulation if they wish. If the stipulation remains, Planning Commission will not see the

site plan again unless it does not conform substantially to the conceptual site plan provided herein today. He confirmed that the buildings will be two stories and 30' in height.

Vice Chair Cotera asked what Uses would be allowed. Mr. Morgan stated the allowed uses are listed in Exhibit E. It is a specific list.

Chairperson Iwanski stated it is good that the site will have ample parking. While he agrees that the traffic flow is awkward, he does not think it is prohibitive. He would encourage the applicant to provide good signage on the site to assist traffic flow turning left into the site from Van Buren Street at Fairway Drive.

Vice Chair Cotera voiced support for good signage and requested a stipulation on the signage. Mr. Morgan explained that Staff cannot stipulate offsite signage, but there will be signage within the site. Vice Chair Cotera suggested a sign that states "entrance" with an arrow.

Chairperson Iwanski suggested referring to the traffic engineers. His concern is the signage on site identifying that the entrance to the site for west bound traffic is on Fairway Drive. West bound traffic passing Fairway Drive would then see the facility but be unable to turn left. Mr. Morgan stated his colleague, Ken Galica, Planner II, Development Services Department, had mentioned that the City does have kiosk signs along Van Buren and perhaps a sign can be placed at the kiosk instructing people to turn at Fairway Drive. The applicant can also provide maps and the residents of the facility can educate their visitors on entering and exiting the site.

Chairperson Iwanski asked about the height of the walls west and south. Mr. Morgan stated the wall to the south already exists, and the wall separating the residential property from the facility is at six feet. The wall to the west has not been built. The Zoning Ordinance requires a wall at a minimum of six feet, but in certain circumstances the City can ask for an eight foot wall to separate uses.

Chairperson Iwanski asked regarding the setback. Mr. Morgan explained that an 80' setback is currently shown on the plans. Chairperson Iwanski asked about the setback on the west side of the property. Mr. Morgan explained the setback on the west side of the property is close to 80'; though, he had not measured it. He noted the land to the west is vacant.

Commissioner Scibienski asked regarding the plan to install a median along Van Buren Street. Mr. Morgan explained that currently there is no median in the road, but there is a plan in the future to install a landscaped median down the length of Van Buren Street. Commissioner Scibienski asked if the median is specified in the CIP plan. Mr. Morgan stated he is not sure that the median for Van Buren Street is in the current five-year CIP. He explained that the ultimate right-of-ways do not currently exist in the area. Once the right-of-ways in the area are aligned, a median on Van Buren Street can be added to the CIP. The timeline depends on the economy and development of properties abutting Van Buren Street.

Vice Chair Cotera asked if once the landscaped median is installed, can a left turn lane be installed. Mr. Morgan stated there is no plan to allow a left turn lane because it would not meet the minimum separation distance from the intersection of Van Buren Street and El Mirage/Fairway Drive. Vice Chair Cotera asked what is the distance required before a left turn lane can be installed. Mr. Morgan stated he does not know the exact distance required but believes it to be at least 660'.

Chairperson Iwanski invited the applicant to address the Commission.

Wade Felkins, Landmark Design Architects, 1623 S. McClintock Dr., Tempe, AZ, stated they would concur with a stipulation requiring further study on signage issues. They are willing to work with Staff on a wall along the western property lines. Operationally for a facility such as theirs, all access to the residential units is done through an interior corridor like a hotel. There is no parking along the east property line and no access points along the building on that side. All of the secondary egress points are for emergency egress and will be securitized so the residents will only be able use a passkey or a security key to gain access. The main entrance will be off of the common area facility on the north side of the building. That is why there is no parking along the east side. Also, they are trying to utilize the nice landscaped buffer to preserve the view. He noted they had attempted a second driveway entrance on Van Buren Street, but there were limitations with regard to geometry, speed, etc. They had eliminated the second driveway only because of certain limitations for traffic eastbound entering the property. They anticipate the Commercial uses on the property to support the resident profile in the facility, such as travel agents, florists, hair salons, a restaurant, coffee shop, possibly a Hallmark store, and possible support facilities for medical and dental needs, a wellness center, day spas, and possibly attorney and real estate offices.

Vice Chair Cotera asked what kind of traffic would a hair salon bring into the property. Mr. Felkins explained the increased traffic from surrounding areas utilizing some of the facilities on the property is the reason they are putting more parking along Van Buren. A Hallmark and UPS store will also bring in traffic from surrounding neighborhoods. Vice Chair Cotera suggested the applicant provide a plan to educate people on turning left into the facility.

Chairperson Iwanski stated he is thankful for the project coming to Avondale and for the applicant's willingness to work with Staff on onsite signage for traffic flow.

Chairperson Iwanski opened the public hearing for item Z-09-10.

Fred Stern, 12233 W. Washington St., a resident of Coldwater Springs, stated he is happy to see this project coming into the area, but he does access Fairway Drive to get to and from his home every day. He is concerned about the left turn access for the area. He would like Staff to reconsider a second drive so a left turn can be made in and out of the facility. Otherwise, all the traffic entering Fairway Drive to get into the facility will add traffic to a residential street which accesses almost all of Coldwater Springs. He pointed out that there have been very nasty

accidents at Fairway Drive and Van Buren, which will be made worse when people are looking for the entrance and realize they have to make a left turn onto Fairway Drive to enter the site.

Chairperson Iwanski invited further comments, and hearing none, closed the public hearing. Chairperson Iwanski invited a motion and a second.

Commissioner Long moved that the Planning Commission accept the findings and recommend approval for application Z-09-10, a request to amend the Coldwater Springs Planned Area Development to allow an assisted living facility and accessory retail uses, subject to the six Staff-recommended conditions of approval. Commissioner Scibienski seconded the motion.

1. The development shall be in substantial conformance with the development plan and narrative of Coldwater Springs PAD as amended by this approval, dated January 26, 2010, except as modified by these stipulations.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Prior to the issuance of the first permit, payment shall be made to the City of Avondale for half of the median along the Van Buren Street frontage of the site. The median shall be constructed when the property on the north side of Van Buren Street is developed.

4. Financial assurance for all work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

5. All common, landscape and open space areas to include recreational structures shall be maintained by the Property Manager in accordance with the approved plan.

6. The site plan shall be approved administratively by Staff provided it is in conformance with the PAD narrative and development plan and in substantial conformance to the conceptual site plan provided.

Chairperson Iwanski asked if Commissioner Long would be willing to amend the motion to add a seventh condition of approval regarding the applicant working with Staff on onsite signage. Commissioner Long declined to add a seventh stipulation.

Chairperson Iwanski called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Lisa Amos, Commissioner	Excused

Grace Carrillo, Commissioner	Excused
Angela Cotera, Vice Chair	Aye
Michael Long, Commissioner	Aye
David Scanlon, Commissioner	Excused
Sean Scibienski, Commissioner	Aye

The motion passed unanimously.

ORDINANCE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE GENERAL DEVELOPMENT PLAN AND PROGRAM AND STIPULATIONS OF ZONING APPROVAL IN ORDINANCE XXXXX FOR THE COLDWATER SPRINGS PAD FOR APPROXIMATELY 782 ACRES LOCATED SOUTH AND WEST OF THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND VAN BUREN STREET AS SHOWN IN FILE NAME Z-09-10.

WHEREAS, on March 17, 1997, the Council of the City of Avondale (the "City Council") approved the Coldwater Springs PAD rezoning for approximately 782 acres of real property located south and west of the southwest corner of Avondale Boulevard and Van Buren Street (the "Subject Property"); and

WHEREAS, the City Council desires to amend the Coldwater Springs PAD General Development Plan and Program, specifically pertaining to the approximately 8 acres of the Subject Property as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, to (i) specify permitted uses as assisted living facility, office, retail, and restaurant uses more fully described in the Development Plan and Narrative of file name Z-09-10, (ii) amend the development standards to those of the Commercial Office (C-O) Zoning District, and (iii) amend the parking requirements to allow assisted living facility parking at the ratio of a minimum of one parking space per two dwelling units; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 18, 2010, on this Ordinance pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held a public hearing regarding this Ordinance on Monday, April 5, 2010.

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

SECTION 1. That the Coldwater Springs Planned Area Development (PAD) is hereby amended, as shown in File Z-07-10, subject to the following conditions:

1. The development shall be in substantial conformance with the development plan and narrative of Coldwater Springs PAD as amended by this approval, dated January 26, 2010, except as modified by these stipulations.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Prior to the issuance of the first permit, payment shall be made to the City of Avondale for half of the median along the Van Buren Street frontage of the site. The median be constructed when the property on the north side of Van Buren Street is developed.

4. Financial assurance for all work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

5. All common, landscape and open space areas to include recreational structures shall be maintained by the Property Manager in accordance with the approved plan.

6. The site plan shall be approved administratively by staff provided it is in conformance with the PAD narrative and development plan and in substantial conformance to the conceptual site plan provided.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010

_____
Marie Rogers-Lopez, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

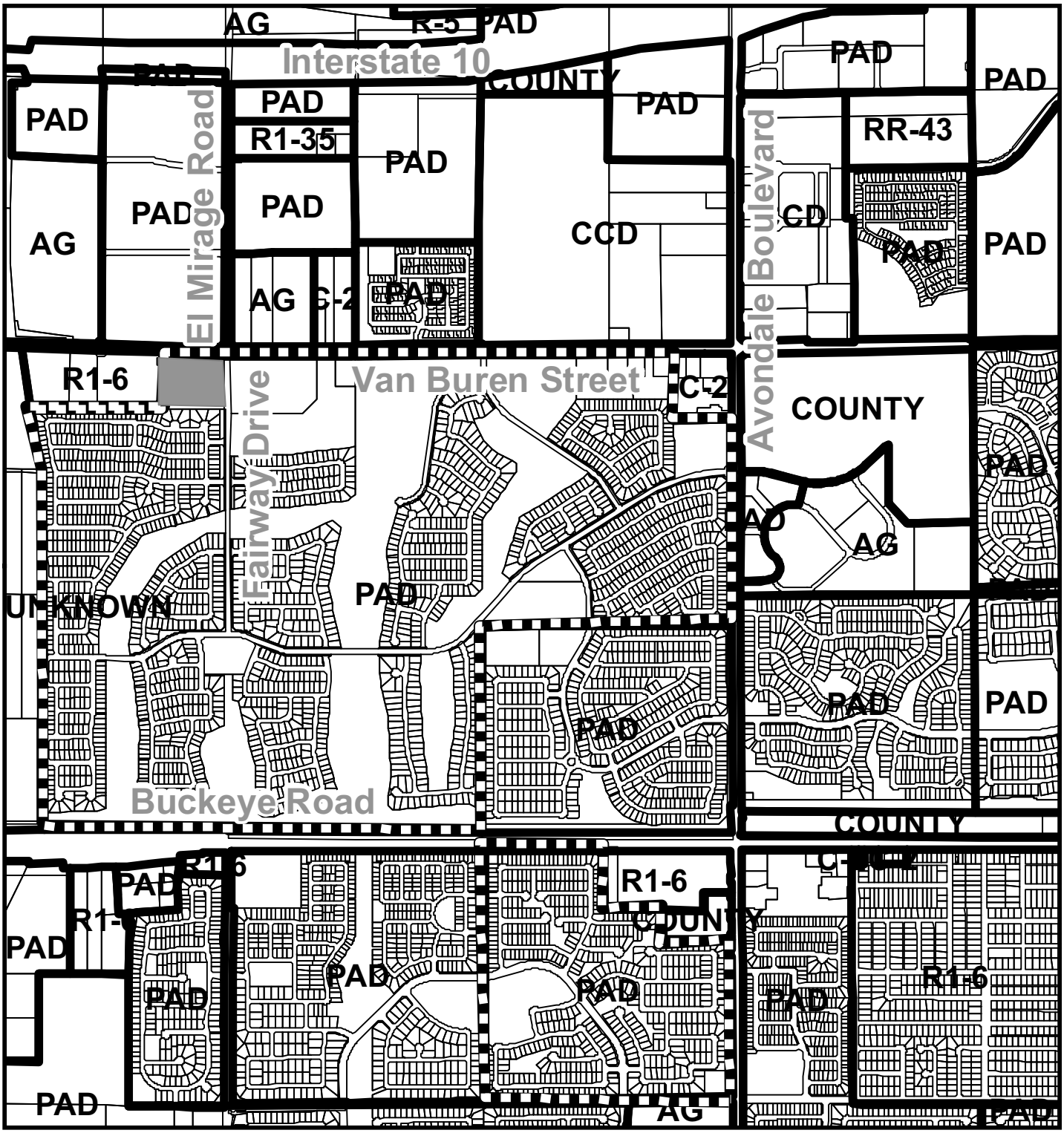
_____
Andrew J. McGuire, City Attorney

EXHIBIT A

[Map and Legal Description]

EXHIBIT A

PARCLE 1, COLDWATER SPRINGS, ACCORDING TO BOOK 514 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.



Application
Z-09-10

Avondale

Subject Property

Coldwater Springs PAD

ORDINANCE NO. 1405-410

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE GENERAL DEVELOPMENT PLAN AND PROGRAM AND STIPULATIONS OF ZONING APPROVAL IN ORDINANCE NO. 637-97 FOR THE COLDWATER SPRINGS PADD FOR APPROXIMATELY 782 ACRES LOCATED SOUTH AND WEST OF THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND VAN BUREN STREET AS SHOWN IN FILE NAME Z-09-10.

WHEREAS, on March 17, 1997, the Council of the City of Avondale (the "City Council") approved the Coldwater Springs PADD rezoning for approximately 782 acres of real property located south and west of the southwest corner of Avondale Boulevard and Van Buren Street (the "Subject Property"); and

WHEREAS, the City Council desires to amend the Coldwater Springs PADD General Development Plan and Program, specifically pertaining to the approximately eight acres of the Subject Property as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Development Site"), to (i) specify permitted uses as assisted living facility, office, retail, and restaurant uses more fully described in the Development Plan and Narrative of the Coldwater Springs PADD, dated January 26, 2010, as contained in file name Z-09-10 (the "2010 Plan"), (ii) amend the development standards to those of the Commercial Office (C-O) Zoning District and (iii) amend the parking requirements to allow assisted living facility parking at the ratio of a minimum of one parking space per two dwelling units; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04, as amended; and

WHEREAS, the Commission held a public hearing on Thursday, February 18, 2010, on this Ordinance pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04, as amended; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held a public hearing regarding this Ordinance on Monday, April 5, 2010.

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 Coldwater Springs PADD is hereby amended, as shown in File Z-09-10, subject to the following conditions:

1. The development shall be in substantial conformance with the development plan and narrative of Coldwater Springs PADD as amended by the 2010 Plan, except as modified by these stipulations.

2. The development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Prior to the issuance of the first permit, payment shall be made to the City of Avondale for the cost of half of the median along the Van Buren Street frontage of the Development Site. The City shall construct, or cause to be constructed, the median when the property on the north side of Van Buren Street is developed.

4. Work within the public right-of-way shall be completed prior to the issuance of the first construction permit unless financial assurances for such work have been provided to the City in a form acceptable to the City Attorney.

5. All common, landscape and open space areas, including recreational structures, shall be maintained by the Property Manager in accordance with the approved plan.

6. The site plan shall be approved administratively by staff provided it is in conformance with the 2010 Plan and in substantial conformance to the conceptual site plan included as part of the submittal of the 2010 Plan.

SECTION 3. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Rogers Lopez, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

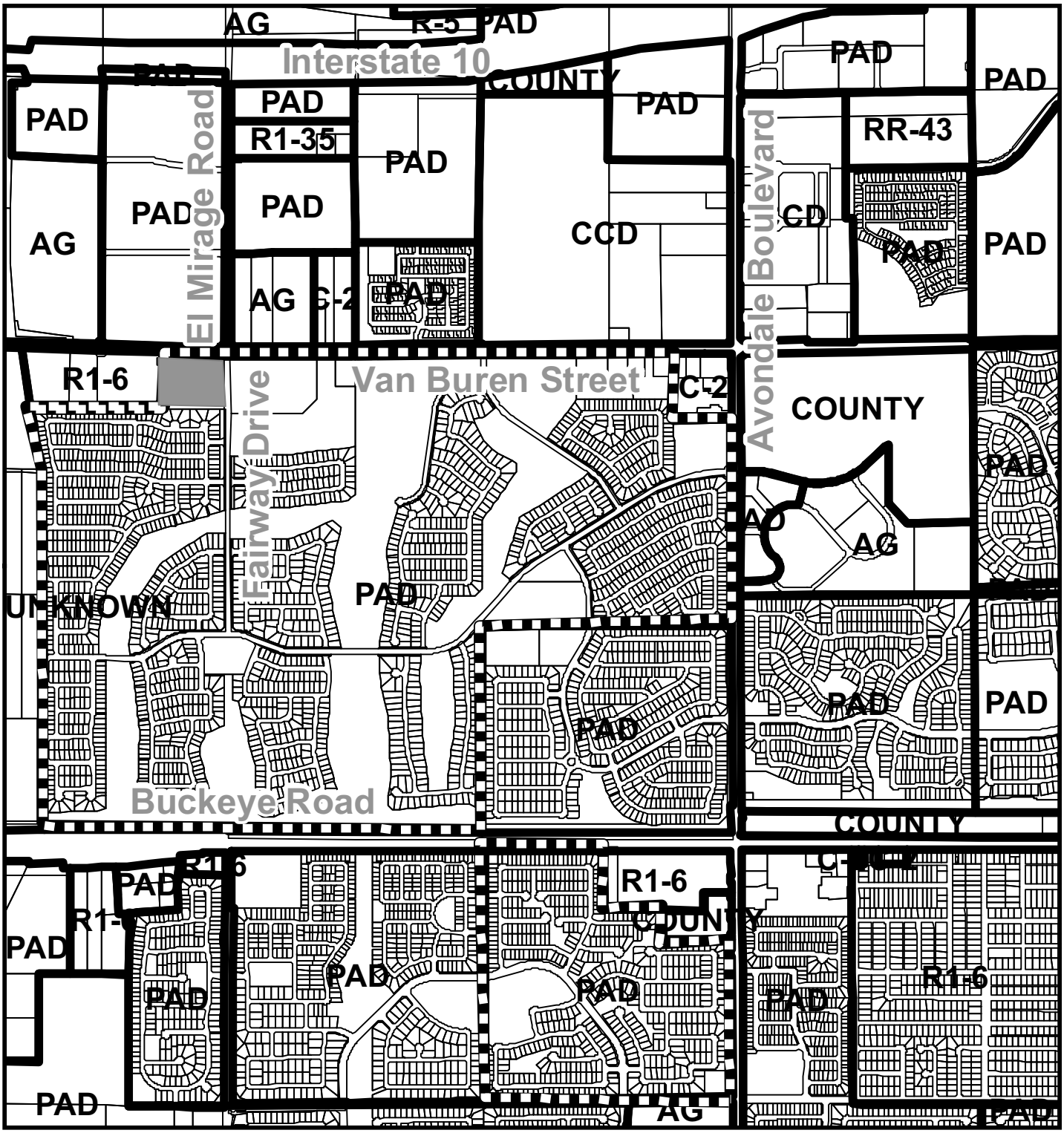
EXHIBIT A
TO
ORDINANCE NO. 1405-410

[Legal Description and Map]

See following pages.

EXHIBIT A

PARCEL 1, COLDWATER SPRINGS, ACCORDING TO BOOK 514 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.



Application
Z-09-10

Avondale

Subject Property

Coldwater Springs PAD

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1403-410 - Leverton East Rezoning (Z-09-12)

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, Director of Engineering and Development Services Department (623-333-4211)

THROUGH: Charlie McClendon, City Manager

PARCEL SIZE: Approximately 21.1 acres

LOCATION: South of Roosevelt Street, north of Corporate Drive, west of 111th Avenue, and east of 113th Avenue

APPLICANT: Jon Paladini, Tiffany & Bosco, P.A. (602-255-6040)

OWNER: Leverton Properties, LLC/Leverton Investments, LP (603-672-0827)

BACKGROUND:

On April 20, 2009, the City Council approved a Pre-Annexation Development Agreement for the Leverton Property (Exhibit E). Subsequently, in the same meeting, the City Council approved annexation of the subject property and zoned it Rural Residential (RR-43).

On August 3, 2009, the City Council zoned the western portion of the Leverton Property to City Center District.

The subject property is designed as Employment on the General Plan Land Use Map (Exhibit A).

SUMMARY OF REQUEST:

The applicant is requesting to rezone approximately 21.1 acres, which comprises the eastern portion of the property annexed April 20, 2009, from Rural Residential (RR-43) to Commerce Park (CP) in accordance with the Pre-Annexation Development Agreement.

The site is currently vacant and has been farmed in the recent past. Roadways are planned along the north property line, Roosevelt Street, south property line, Corporate Drive, east property line, and 111th Avenue. None of these roadways have been constructed with the exception of approximately 500 feet of the half street of Roosevelt Street as a part of the Avondale Gateway development (see Exhibit C - Aerial Photograph).

PARTICIPATION:

The applicant invited 154 property owners and other interested parties to a neighborhood meeting held on January 14, 2010 to discuss the proposal. No property owners or interested parties attended the meeting (Exhibit F).

The Planning Division received one letter in opposition from the Superintendent of the Littleton Elementary School District (Exhibit G). A letter summarizing the applicant's response and attempts to

contact the school district is attached.

A notice of the Planning Commission public hearing was published in the February 2, 2010 issue of the West Valley View newspaper. The property was posted, and letters were sent to 154 property owners, notifying the Planning Commission public hearing on, or prior to, February 2, 2010.

A notice of the City Council public hearing was published in the March 16, 2010 edition of the West Valley View newspaper. The property was posted, and letters were sent to 154 property owners, notifying the City Council public hearing on, or prior to, March 16, 2010.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 18, 2010, and voted 4-0 to recommend **APPROVAL** of this request with the following seven conditions: (Exhibit G)

1. The development shall be in substantial conformance with the application narrative date stamped January 4, 2010.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Dedication of half-street right-of-way of 60 feet on Roosevelt Street, 48 feet on Corporate Drive, 40 feet on 111th Avenue, and 40 feet on 113th Avenue shall be made prior to issuing any permits for any part of the project.

4. All perimeter street improvements on Roosevelt Street, Corporate Drive, 111th Avenue, and 113th Avenue shall be completed with the first phase of development of the property. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.

5. Financial assurance for the work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

6. All irrigation ditches on site or in the right-of-way adjacent to the site to be replaced/tiled with an underground pipeline, or abandoned subject to the approval of the Irrigation Company and/or downstream users.

7. As this parcel abuts the City Center at its west property line, it will be required to meet some of the City Center requirements such as special street sections and landscaping.

ANALYSIS:

The subject property is identified as Employment on the General Plan Land Use Map. The proposed Commerce Park (CP) zoning complies with the Employment land use designation. The subject property is located within the Freeway Corridor Specific Plan Area.

The intent of the CP Zoning District is to accommodate employment uses including administrative, medical, and research industries, offices, hotels, light manufacturing, and associated support commercial uses. Development in the CP Zoning District should be in a campus style, occur within enclosed buildings, project a unified architectural appearance, and promote an efficient circulation system with attractive streetscapes and functional pedestrian areas. All permitted uses in the CP Zoning District must occur within enclosed buildings as outdoor uses may only occur in conjunction with the granting of a Conditional Use Permit (CUP).

The proposed CP zoning is compatible with the surrounding properties due to the requirements that

commerce park uses are to occur entirely within an enclosed with sufficient landscape buffers. Minimum buffering requirements between a CP zoned subject property and the residential property Waterford Square adjacent to the south include a 50-foot building setback and a landscape buffer of 35-feet with an 8-foot high wall. The same would be required if the City Center zoned property adjacent to the west developed with residential uses. East of the subject property, the Avondale Gateway Center property Planned Area Development (PAD) Development Plan calls for commerce park uses, and would thus not require additional buffering. No additional buffering is required by the Zoning Ordinance between the subject property and Avondale Gateway to the north where the hotels are located.

Conclusion:

Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested rezoning. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The project meets the General Plan Land Use of Employment for this site. The proposed business park land uses are permitted in the Commerce Park (CP) District.
2. The development will conform to the development and design standards of the Freeway Corridor Specific Plan, Commerce Park District, and the Zoning Ordinance.
3. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

RECOMMENDATION:

The City Council should **APPROVE** application Z-09-12 with the seven recommended conditions of approval.

PROPOSED MOTION:

I move that the City Council accept the findings and APPROVE application Z-09-12, a request to rezone approximately 21.1 acres from Rural Residential (RR-43) to Commerce Park (CP) Zoning District, subject to the seven recommended conditions of approval.

ATTACHMENTS:

Click to download

- Exhibit A - Vicinity General Plan Land Use Map
- Exhibit B - Vicinity Zoning Map
- Exhibit C - Aerial Photograph 2010
- Exhibit D - Summary of Related Facts
- Exhibit E - Pre-Annexation Agreement - Leverton Property
- Exhibit F - Neighborhood Meeting 1/14/2010 Summary Report
- Exhibit G - Letter of Opposition from Littleton School District and Applicant Response
- Exhibit I - Planning Commission 2/18/2010 draft minutes
- Draft Ord. to be replaced by City Attorney's Office
- Ordinance 1403-410

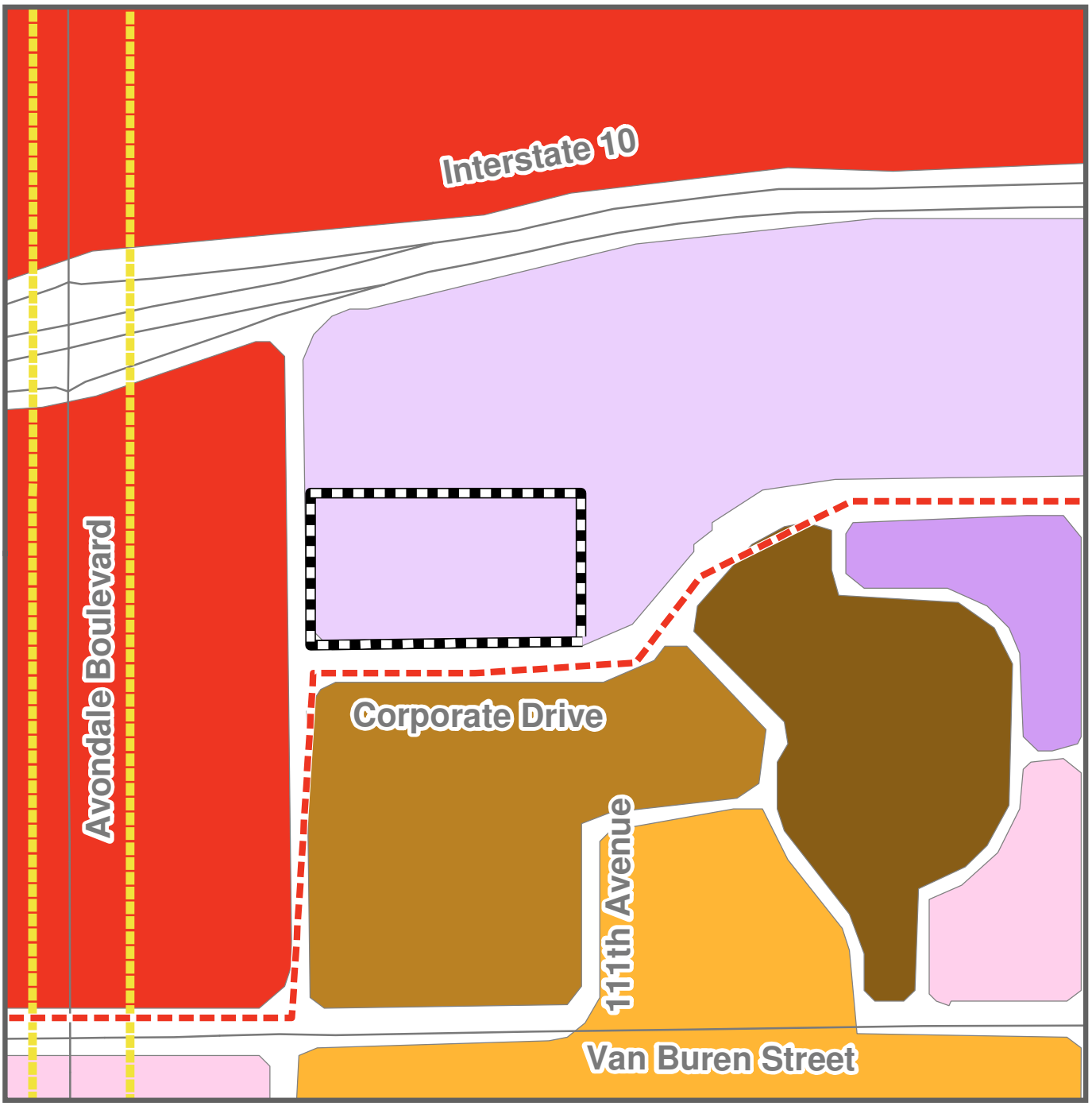
FULL SIZE COPIES (Council Only):

Exhibit H - Leverton East Application Narrative dated 1/4/2010

PROJECT MANAGER:

Eric Morgan, Planner II (623-333-4017)

Exhibit A



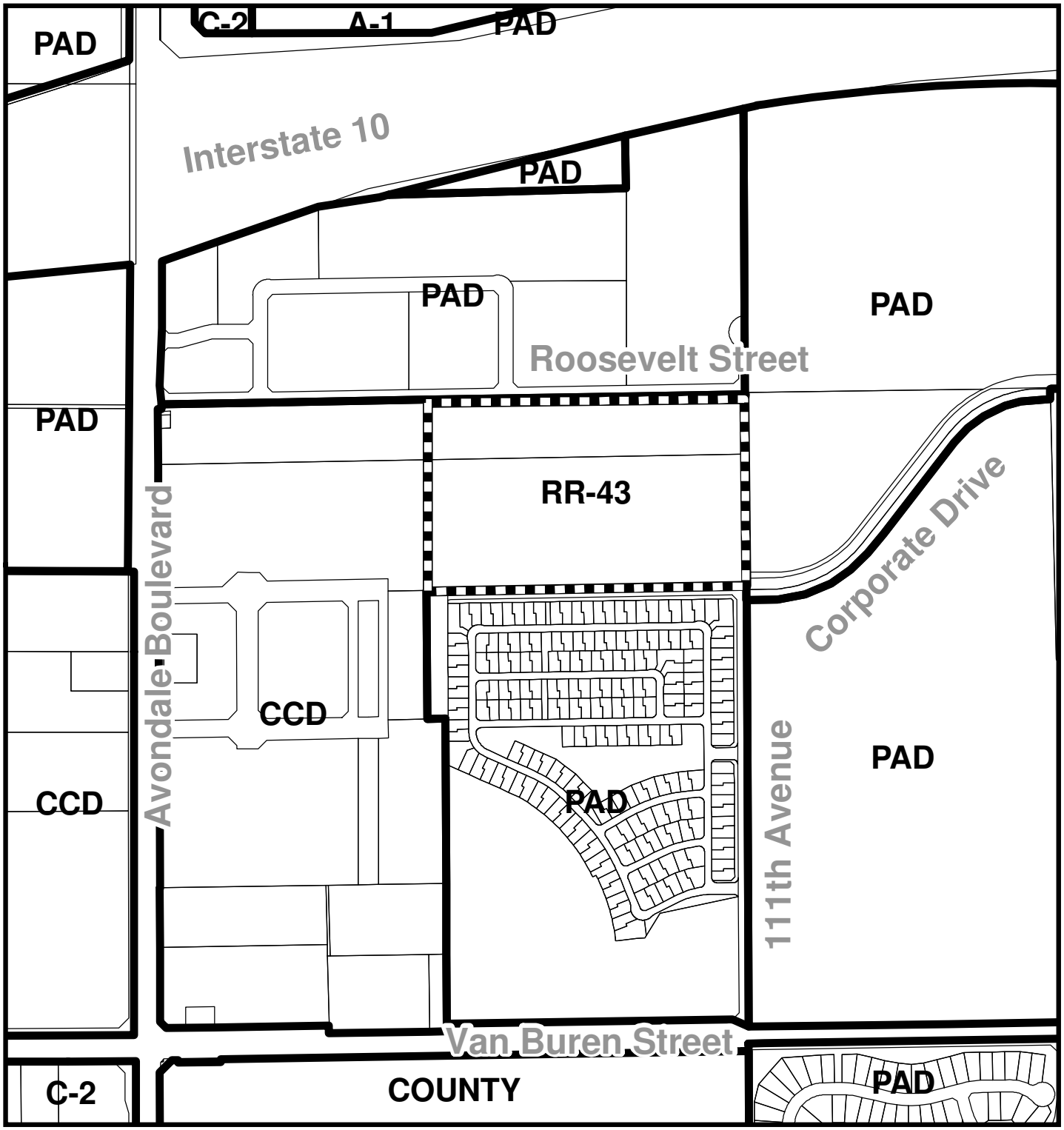
Leverton East
Z-09-12

General Plan Land Use Map

- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B

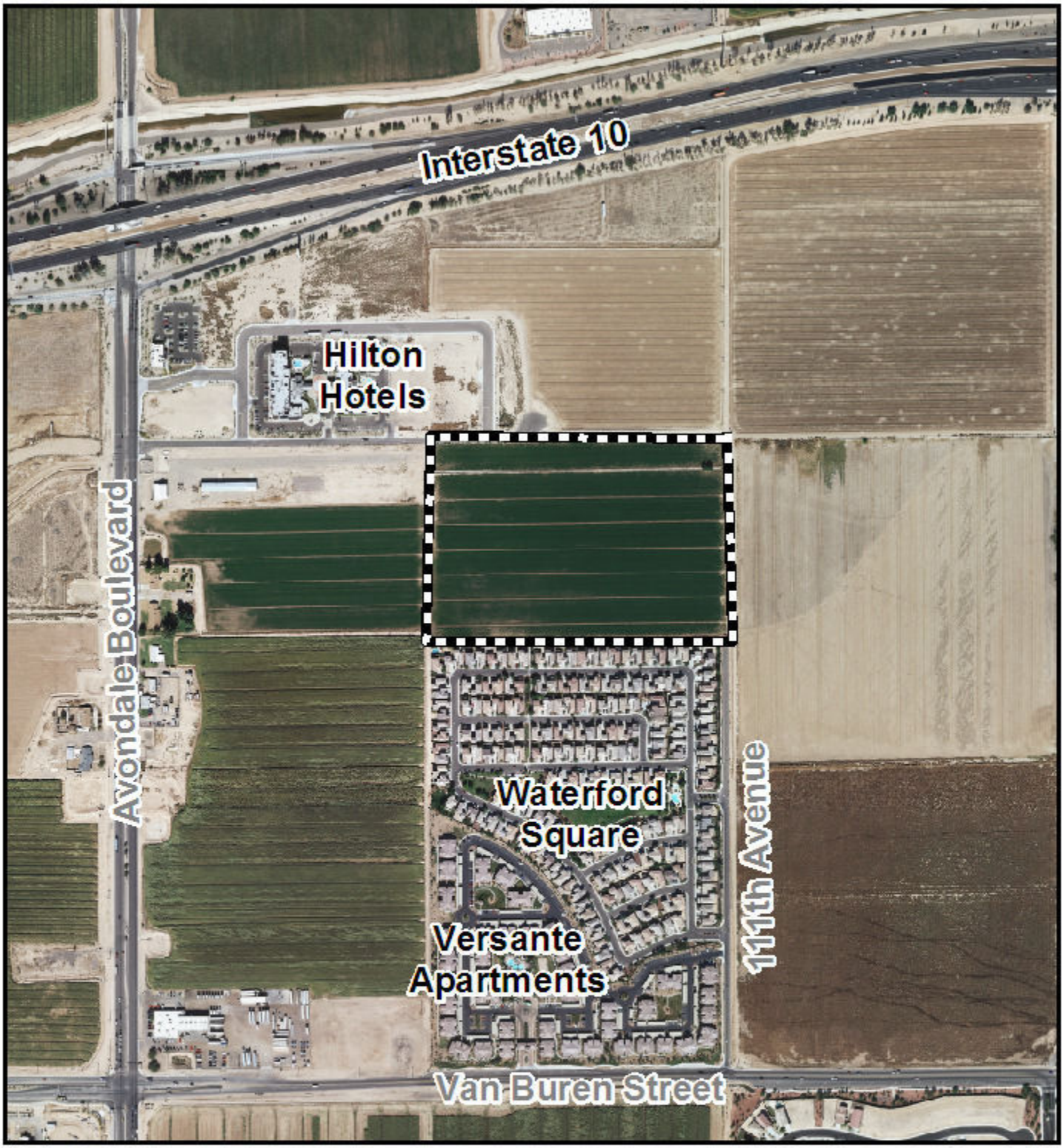


Zoning Vicinity Map
Leverton East
Z-09-12

Avondale

Subject Property

Exhibit C



January 2009 Aerial Photograph
Leverton East
Z-09-12

Avondale

Subject Property

N

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION Z-09-12

THE PROPERTY	
PARCEL SIZE	Approx. 21.1 acres
LOCATION	Between Roosevelt St. & Corporate Dr., and 111th & 113th Avenues
PHYSICAL CHARACTERISTICS	Rectangular and relatively level surface
EXISTING LAND USE	Vacant, has been used for agriculture in the recent past
EXISTING ZONING	Rural Residential (RR-43)
ZONING HISTORY	Annexed 4/20/2009
DEVELOPMENT AGREEMENT	Yes. Approved 4/20/2009

SURROUNDING ZONING AND LAND USE	
NORTH	PAD – Avondale Gateway (Hilton Hotels)
EAST	PAD – Avondale Gateway Center (vacant)
SOUTH	PAD – Waterford Square (Waterford Square single family residential)
WEST	City Center - vacant
GENERAL PLAN	
The subject property is designated as **Employment** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School (K-8)
HIGH SCHOOL	Tolleson Union High School

STREETS	
Roosevelt Street	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	60 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lanes, ½ median, bike lane, curb and gutter, attached sidewalk, street lights, plus deceleration lanes

STREETS	
Corporate Drive	
Classification	Major Collector
Existing half street ROW	None
Standard half street ROW	48 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lane, bike lane, on-street parking spaces, curb and gutter, sidewalk, street lights, and landscaping

STREETS	
111th Avenue	
Classification	Local
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1 vehicular lane, ½ median, curb and gutter, sidewalk, street lights, and landscaping

STREETS	
113th Avenue	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1 vehicular lane, 1/2 median, curb and gutter, sidewalk, street lights, and landscaping

UTILITIES
There is an existing 12” water line in Roosevelt Street across approximately half of the property width, and an existing 12” water line in 111th Avenue that stops at the property line. There is an existing 8” wastewater line in Roosevelt Street across approximately half of the property width.

OFFICIAL RECORDS OF
Unofficial Document

EXHIBIT E

When recorded, return to:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

PRE-ANNEXATION DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF AVONDALE

AND

LEVERTON INVESTMENTS LIMITED PARTNERSHIP

PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEVERTON INVESTMENTS LIMITED PARTNERSHIP

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the CITY OF AVONDALE, an Arizona municipal corporation (the "City"), LEVERTON INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership ("Leverton Investments") and LEVERTON PROPERTIES, L.L.C., an Arizona limited liability company ("Leverton Properties") (Leverton Investments and Leverton Properties are collectively referred to herein as the "Owner"). The City and Owner may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner owns that certain real property located in Maricopa County, Arizona consisting of approximately 42 acres, generally described as Maricopa County Assessor's Parcel No.s 102-57-004-N, 102-57-006-B and 102-57-006-C, and depicted as Lots 1 and 2 on the Final Plat of Avondale City Center Phase I, attached hereto as Exhibit A and incorporated herein by reference (the "Leverton Property").

B. The Leverton Property is immediately adjacent to an approximate 4.012 acre parcel to be acquired by the City, on which the City intends to construct an indoor recreation facility and related parking (the "Facility Property").

C. Owner and City desire that the Leverton Property be annexed into the corporate limits of the City and be developed as an integral part of the City. The City has filed a blank annexation petition with Maricopa County that includes, among other property, the Leverton Property, and the requisite meetings and hearings have been, or will be, held in accordance with ARIZ. REV. STAT. § 9-471 *et seq.*

D. Owner plans to develop that portion of the Leverton Property within the planning area of the City's approved Avondale City Center Specific Plan adopted by the City Council on August 11, 2008, as amended (the "City Center Plan") consistent with that plan.

E. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, ARIZ. REV. STAT. § 9-500.05, in order to facilitate the annexation and development of the Leverton Property by providing for, among other things: (i) the conditions, terms, and requirements for the annexation of the Leverton Property by the City; (ii) the permitted uses for the Leverton Property and the density and intensity of such uses; (iii) the conditions, terms, and requirements for the construction, installation, and financing of infrastructure; and (iv) other matters related to the development of the Leverton Property.

F. The City and Owner acknowledge that the development of the Leverton Property pursuant to this Agreement will result in significant planning and economic benefits to the City

and its residents by, among other things: (i) requiring orderly development of the Leverton Property; (ii) increasing sales tax and other revenues to the City based on improvements to be constructed on the Leverton Property; and (iii) increasing employment in the City. The Parties acknowledge that the development of the Leverton Property pursuant to this Agreement will result in significant benefits to Owner by providing assurances to Owner that it will have the right to develop the Leverton Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated herein by reference, the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

1. Annexation. The City, after having followed the statutory requirements of ARIZ. REV. STAT. § 9-471 *et seq.*, will duly consider whether annexation of the Leverton Property into the City is in the best interest of the City. At the same meeting that this Agreement is approved, the Council of the City of Avondale (the "City Council") will, if deemed to be in the best interest of the City, adopt an ordinance annexing the Leverton Property into the corporate limits of the City (the "Annexation Ordinance"). The City agrees that Owner (or any subsequent developer or owner of the Leverton Property) shall not be required to pay to the City any application or other fee or costs (except for Owner's own legal costs) associated with annexation of the Leverton Property into the City.

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2. Development of Leverton Property.

2.1 Initial Zoning. As part of the adoption of the final annexation ordinance annexing the Leverton Property into the corporate limits of the City and pursuant to ARIZ. REV. STAT. § 9–471(L), the City is mandated to adopt zoning classifications which permit densities and uses no greater than those permitted by Maricopa County immediately preceding the annexation. Under the Maricopa County Zoning Ordinance, the Leverton Property is currently zoned RU-43. The Parties agree that as part of the annexation ordinance, the City is mandated to designate the initial zoning for the Leverton Property as RR-43.

2.2 Rezoning. The Owner agrees and understands that the City is in the process of creating a zoning district to implement the purpose and intent of the City Center Plan (the "City Center Zoning District"). The City understands that the Owner intends to submit a zoning application consistent with the City Center Zoning District upon such district becoming effective for the western portion of the Leverton Property (the "City Center Rezoning") and to submit a zoning application consistent with the City of Avondale General Plan for the portion of the Leverton Property lying east of the boundary of the City Center Plan area (the "East Parcel Rezoning") in furtherance of and to implement this Agreement. The City, having exercised its discretion in approving this Agreement, agrees to cooperate subsequently with Owner in the processing of the City Center Rezoning and the East Parcel Rezoning in an expeditious manner, subject to the City's review and due consideration in conformance with all notice and public hearing procedures required by statute or ordinance necessary for the City Center Rezoning and East Parcel Rezoning. The Parties agree that the City Center Rezoning, if approved by the City

Council in its sole discretion, will permit the development of that portion of the Leverton Property within the City Center planning area in accordance with the City Center Plan and this Agreement. The Parties agree that the East Parcel Rezoning, if approved by the City Council in its sole discretion, will permit the development of that portion of the Leverton Property not located within the City Center planning area in accordance with the City of Avondale General Plan adopted by Avondale voters in 2002 and this Agreement. The City agrees that Owner (or any subsequent developer or owner of the Leverton Property) shall not be required to pay to the City any application or other fee associated with the City Center Rezoning. Upon approval of the City Center Rezoning and the East Parcel Rezoning for the Leverton Property, Owner shall have a contractually vested right to develop the Leverton Property pursuant to the City Center Rezoning and the East Parcel Rezoning for the term of this Agreement as such term is set forth in Section 5.22 of this Agreement.

2.3 Anti-Moratorium. No moratorium, as that term is defined in ARIZ. REV. STAT. § 9-463.06, or other rule imposing a limitation on the development, conditioning, rate, timing or sequencing of the development of property within the City and affecting the Leverton Property or any portion thereof shall apply to or govern the development of the Leverton Property during the term hereof whether affecting preliminary or final plats, building permits, occupancy permits or other entitlements to use issued or granted by the City or the provision of municipal services to the Leverton Property, except in compliance with the provisions of ARIZ. REV. STAT. § 9-463.06 as in force on the Effective Date. The Parties agree that if a subsequent law changes or repeals the standards or language of ARIZ. REV. STAT. § 9-463.06, which is set forth on Exhibit B and incorporated herein by this reference, such standards shall continue to apply to the Leverton Property to the extent permitted by law.

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2.4 Continued Use of the Leverton Property. The City acknowledges and agrees that, during and after the annexation and zoning process, Owner may continue to lease certain buildings for residential and other uses and continue to use portions of the Leverton Property for agricultural purposes until such time as Owner commences development of the Leverton Property consistent with the City Center Zoning District or the East Parcel Rezoning; provided, however, only those portions of the Leverton Property subject to development activity shall be removed from use for agricultural or residential or other lease purposes. Those areas of the Leverton Property that are not subject to development activity may continue to be used for agricultural or other use purposes, including residential, until such portions are subject to development activity. The City acknowledges Owner currently farms the Leverton Property and leases certain buildings on the property that are located near the proposed road and utility improvements set forth in subsection 3.1 below. The City agrees to use reasonable efforts to avoid disruption to the residential lease uses, other uses and to the agricultural use of the Leverton Property. The Owner acknowledges some temporary interruptions to the agricultural uses may be necessary to complete the improvements described below in subsection 3.1, but the City agrees it will not otherwise disrupt the agricultural or residential lease or other uses of the Leverton Property.

3. Infrastructure/City Services. In order to facilitate development of the Facility Property and to provide opportunities for development on the Leverton Property, the City and Owner intend that the Owner shall dedicate certain real property to the City and that the City

shall construct certain infrastructure within the vicinity of the Leverton Property and the Facility Property.

3.1 Road and Utility Improvements.

a. Corporate Drive Right-of-Way. The City and Owner intend that Corporate Drive be constructed by the City east of Avondale Boulevard within an 88-foot right-of-way corridor located, in part, on the Leverton Property and the Facility Property. The Owner shall dedicate to the City (i) the southernmost 50 feet of that portion of the Leverton Property required to allow the City to construct Corporate Drive within a City-owned corridor and (ii) such land as necessary, but not to exceed 200 feet in diameter, to allow the City to construct a traffic circle at the intersection of Corporate Drive and 114th Avenue. The property to be dedicated will not exceed the land described and depicted on the attached Exhibit A. The property to be dedicated by the Owner may be reduced upon completion of the improvements described in this subsection 3.1.

b. Construction of Corporate Drive and Related Utilities. As part of development of the Facility Property, the City, at its sole cost and expense, shall construct Corporate Drive, inclusive of road, curb, gutter, sidewalk, curb cuts for the Leverton Property, stubbed wet/dry utilities, and landscaping (the "Corporate Drive Improvements"). The Corporate Drive Improvements shall be sized to accommodate development on the Leverton Property (as that portion of the Leverton Property within the City Center planning area will be developed consistent with the City Center Plan) and the Facility Property. Neither Owner nor any subsequent developer or owner of the [illegible]. Property shall be required to reimburse or otherwise pay to the City any amounts related to the design, engineering, permitting, or construction of the Corporate Drive Improvements.

Unofficial Document

c. Temporary Construction Easements. The Owner shall, at no cost to the City, grant to the City such temporary construction easements as are necessary for the City to construct the Corporate Drive Improvements.

3.2 Municipal Services. The City hereby agrees to include the Leverton Property in any and all City service areas and to provide the Leverton Property with police and fire protection services, refuse collection service, sewer service, water service and all other services provided by the City, in a manner comparable to those services provided to all similarly situated landowners and occupants of the City. The City acknowledges the Owner uses and will continue to use its grandfathered irrigation rights for agricultural uses on the Leverton Property and will continue to use water from canals and water from wells for agricultural and residential use and will continue to use septic as a waste disposal method. The City agrees the Owner may continue to use its grandfathered irrigation rights and canal water, well water and septic until the Leverton Property is developed. The City further agrees to pay any and all costs and expenses to connect the residential uses on the Leverton Property to City water and sewer service (a) in the event Owner is required by the State of Arizona, Maricopa County or the City to use City water and sewer service and (b) for only such time until the Leverton Property is developed for any use other than the existing residential uses.

4. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

The City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attention: Charlie McClendon, City Manager

Copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Attention: Andrew McGuire

Owner: Leverton Investments Limited Partnership
Jeannette Ammon
113 Stable Road
Milford, NH 03055

Owner: Leverton Investments Limited Partnership
Judy Montgomery
6156 Gordy Street NE
Covington, GA 30014

Unofficial Document

Copy to: Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012
Attention: Heidi Kimzey Short

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. 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.

5. Miscellaneous.

5.1 Waiver. Any waiver of the provisions of this Agreement must be in writing and signed by the appropriate officials or officers of the City or Owner. No delay in

exercising any right or remedy shall constitute a waiver thereof and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

5.2 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owner. Either Party may change its representative at any time, but each Party agrees to have a current, active representative appointed for discussion and review as further detailed in this Agreement. The initial representative for the City (the "City Representative") shall be David Fitzhugh, Assistant City Manager, and the initial representative for Owner (the "Owner Representative") shall be Heidi Short. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Leverton Property pursuant to this Agreement.

5.3 Timing. The City acknowledges the necessity for prompt review by the City of all plans and other materials submitted by Owner to the City hereunder or pursuant to any zoning, platting, permit, or other governmental procedure pertaining to the development of the Leverton Property.

5.4 Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of 30 days after written notice thereof from the other [illegible] "Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation; provided further, however, that no such cure period shall exceed 120 days. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies provided by law or equity. A default by any owner of a portion of the Leverton Property shall not be deemed a default by Owner or any other owner of a different portion of the Leverton Property, and the City may not withhold or condition its performance under this Agreement as to any owner of a portion of the Leverton Property who is not in default of this Agreement. With the exception of Owner, no owner of a portion of the Leverton Property may enforce this Agreement as against any other owner of a portion of the Leverton Property.

Unofficial Document

5.5 Construction and Headings. The descriptive headings of the sections/subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday in the State

of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

5.6 Exhibits and Recitals. Any recital set forth herein and any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

5.7 Further Acts. Each of the Parties hereto shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

5.8 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

5.9 Successors. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to ARIZ. REV. STAT. § 9-500.05(D); provided, however, Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Leverton Property or a portion thereof. Upon transfer of the Leverton Property by Owner, the new owner shall automatically become Owner hereunder and the old Owner shall be released from this Agreement for that portion of the Leverton Property that has been transferred.

5.10 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Unofficial Document

5.11 Entire Agreement. This Agreement and all exhibits thereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement shall control. In the event of a conflict among the attached or incorporated Exhibits, the more specific Exhibit shall control over the more general Exhibit, unless the context requires otherwise.

5.12 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the City and Owner. Within ten days after any amendment to this Agreement, the City shall record such amendment, at Owner's sole cost, in the Official Records of Maricopa County, Arizona.

5.13 Names and Plans. Owner shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of Owner in connection with the Leverton Property; provided, however, that in connection with any conveyance of portions of the Leverton Property to the City such rights pertaining to the portions of the Leverton Property

so conveyed shall be assigned, to the extent that such rights are assignable, to the City. Notwithstanding the foregoing, Owner shall be entitled to utilize all such materials described herein to the extent required for Owner to construct, operate or maintain improvements relating to the Leverton Property.

5.14 Good Standing: Authority. Each of the Parties represents and warrants to the other (a) that it is duly formed and validly existing under the laws of Arizona, (b) that it is an Arizona limited partnership, with respect to Owner, or municipal corporation, with respect to the City, duly qualified to do business in the state of Arizona and is in good standing under applicable State laws and (c) that the individual(s) executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

5.15 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the City to take such action at its discretion, if such a construction is permitted by law. If, however, the City fails to take the action required hereunder within the applicable Cure Period described in Section 5.4 above, Owner shall be entitled to terminate this Agreement.

5.16 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.

Unofficial Document

5.17 Recordation. This Agreement shall be recorded, at Owner's sole cost, in its entirety, in the Official Records of Maricopa County, Arizona not later than ten days after execution by the last Party.

5.18 No Owner Representations. Nothing contained herein shall be deemed to obligate Owner to complete any part or all of the development of the Leverton Property.

5.19 Challenges to this Agreement. In the event that this Agreement or any approvals given by the City related to this Agreement are ever challenged, Owner reserves the right to intervene in such action at Owner's sole cost and expense.

5.20 Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a Party is untrue, the other Party shall have all rights and remedies available at law or in equity.

5.21 Force Majeure. Notwithstanding any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any

duty or obligation imposed upon such Party by the terms hereof due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of god, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligations shall be extended for a period equal to the delay occasioned by such events.

5.22 Term and Effective Date. This Agreement shall be effective for the Parties' rights and responsibilities that shall occur before annexation of the Leverton Property into the corporate limits of the City on the date it is approved by the Avondale City Council and operative for all purposes on the date that the Annexation Ordinance is effective for all or a portion of the Leverton Property (the "Effective Date"). The term of the Agreement shall be 15 years from the date on which the Avondale City Council approves the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date and hereby swear and affirm that are duly authorized in accordance with law to execute this Agreement.

"City"

CITY OF AVONDALE, an Arizona
municipal corporation

By _____
Charles P. McClendon, City Manager

Unofficial Document

ATTEST:

_____
Carmen Martinez, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Owner"

LEVERTON INVESTMENTS LIMITED PARTNERSHIP
an Arizona limited partnership

By: _____
Emma Jeannette Ammon, General Partner

By: _____
Judith Anne Montgomery, General Partner

LEVERTON PROPERTIES L.L.C.
an Arizona limited liability company

By its Member: Leverton Investments Limited Partnership
an Arizona limited partnership

By: _____
Emma Jeannette Ammon, General Partner

By: _____
Judith Anne Montgomery, General Partner

Unofficial Document

BRENDA J. FINCHER NOTARY EXPIRES GEORGIA MAY 17 2009 PUBLIC NEWTON COUNTY

ACKNOWLEDGMENTS

STATE OF Ga)
) ss.
COUNTY OF Newton

This instrument was acknowledged before me on April 16, 2009, by JUDITH ANNE MONTGOMERY, a General Partner of LEVERTON INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership, on behalf of the limited partnership and as a member of LEVERTON PROPERTIES, L.L.C, an Arizona limited liability company.

Notary Public in and for the State of ~~Arizona~~ Georgia

My Commission Expires:

5/17/09

STATE OF New Hampshire
) ss.
COUNTY OF Hillsborough

Unofficial Document

This instrument was acknowledged before me on April 17th 2009, 2009, by EMMA JEANNETTE AMMON, a General Partner of LEVERTON INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership, on behalf of the limited partnership and as a member of LEVERTON PROPERTIES, L.L.C, an Arizona limited liability company.

Notary Public in and for the State of ~~Arizona~~ NH New Hampshire

My Commission Expires:

01/16/2013

KARLENE M. SAVAGE STATE OF - MY - COMMISSION EXPIRES JANUARY 16, 2013 NEW HAMPSHIRE NOTARY PUBLIC

LIST OF EXHIBITS

A Legal Description and Map of Leverton Property

B Moratorium Statute

Unofficial Document

EXHIBIT A
TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEVERTON INVESTMENTS LIMITED PARTNERSHIP

(Avondale City Center Phase I Final Plat)

Available for review at Avondale City Hall
11465 W. Civic Center Dr., Avondale, AZ 85323

Unofficial Document

Moratorium Statute

ARIZ. REV. STAT. §9-463.06. Standards for enactment of moratorium; land development limitations definitions

A. A city or town shall not adopt a moratorium on construction or land development unless it first:

1. Provides notice to the public published once in a newspaper of general circulation in the community at least thirty days before a final public hearing to be held to consider the adoption of the moratorium.

2. Makes written findings justifying the need for the moratorium in the manner provided for in this section.

3. Holds a public hearing on the adoption of the moratorium and the findings that support the moratorium.

B. For urban or urbanizable land, a moratorium may be justified by demonstration of a need to prevent a shortage of essential public facilities that would otherwise occur during the effective period of the moratorium. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. A showing of the extent of need beyond the estimated capacity of existing essential public facilities expected to result from new land development, including identification of any essential public facilities currently operating beyond capacity and the portion of this capacity already committed to development, or in the case of water resources, a showing that, in an active management area, an assured water supply cannot be provided or, outside an active management area, a sufficient water supply cannot be provided, to the new land development, including identification of current water resources and the portion already committed to development.

Unofficial Document

2. That the moratorium is reasonably limited to those areas of the city or town where a shortage of essential public facilities would otherwise occur and on property that has not received development approvals based upon the sufficiency of existing essential public facilities.

3. That the housing and economic development needs of the area affected have been accommodated as much as possible in any program for allocating any remaining essential public facility capacity.

C. A moratorium not based on a shortage of essential public facilities under subsection B of this section may be justified only by a demonstration of compelling need for other public facilities, including police and fire facilities. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. For urban or urbanizable land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city or town are not unreasonably restricted by the adoption of the moratorium.

(c) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(d) That the city or town has determined that the public harm that would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands and the overall impact of the moratorium on population distribution.

(e) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

2. For rural land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(c) That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium.

(d) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

D. Any moratorium adopted pursuant to this section does not affect any express provision in a development agreement entered into pursuant to section 9-500.05 or as defined in section 11-1101 governing the rate, timing and sequencing of development, nor does it affect rights acquired pursuant to a protected development right granted according to chapter 11 of this title or title 11, chapter 9. Any moratorium adopted pursuant to this section shall provide a procedure pursuant to which an individual landowner may apply for a waiver of the moratorium's applicability to its property by claiming rights obtained pursuant to a development agreement, a protected development right or any vested right or by providing the public facilities that are the subject of the moratorium at the landowner's cost.

Unofficial Document

E. A moratorium adopted under subsection C, paragraph 1 of this section shall not remain in effect for more than one hundred twenty days, but such a moratorium may be extended for additional periods of time of up to one hundred twenty days if the city or town adopting the moratorium holds a public hearing on the proposed extension and adopts written findings that:

1. Verify the problem requiring the need for the moratorium to be extended.

2. Demonstrate that reasonable progress is being made to alleviate the problem resulting in the moratorium.

3. Set a specific duration for the renewal of the moratorium.

F. A city or town considering an extension of a moratorium shall provide notice to the general public published once in a newspaper of general circulation in the community at least thirty days before a final hearing is held to consider an extension of a moratorium.

G. Nothing in this section shall prevent a city or town from complying with any state or federal law, regulation or order issued in writing by a legally authorized governmental entity.

H. A landowner aggrieved by a municipality's adoption of a moratorium pursuant to this section may file, at any time within thirty days after the moratorium has been adopted, a complaint for a trial de novo in the superior court on the facts and the law regarding the moratorium. All matters presented to the superior court pursuant to this section have preference on the court calendar on the same basis as condemnation matters and the court shall further have the authority to award reasonable attorney fees incurred in the appeal and trial pursuant to this section to the prevailing Party.

I. In this section:

1. "Compelling need" means a clear and imminent danger to the health and safety of the public.

2. "Essential public facilities" means water, sewer and street improvements to the extent that these improvements and water resources are provided by the city, town or private utility.

3. "Moratorium on construction or land development" means engaging in a pattern or practice of delaying or stopping issuance of permits, authorizations or approvals necessary for the subdivision and partitioning of, or construction on, any land. It does not include denial or delay of permits or authorizations because they are inconsistent with applicable statutes, rules, zoning or other ordinances.

4. "Rural land" means all property in the unincorporated area of a county or in the incorporated area of the city or town with a population of two thousand nine hundred or less persons according to the most recent United States decennial census.

5. "Urban or urbanizable land" means all property in the incorporated area of a city or town with a population of more than two thousand nine hundred persons according to the most recent United States decennial census.

6. "Vested right" means a right to develop property established by the expenditure of substantial sums of money pursuant to a permit or approval granted by the city, town or county.

Unofficial Document

EXHIBIT F

January 21, 2010

CITY OF
AVONDALE
JAN 21 2010
DEVELOPMENT
SERVICES

Mr. Eric Morgan, Planner II
Planning Division, Development Services Department
City of Avondale
11465 W. Civic Center Drive #110
Avondale, Arizona 85323

RE: Leverton East Rezoning Case No. Z-09-12 – Neighborhood Meeting Summary Report

Dear Mr. Morgan:

Thank you for your continued assistance with the review of the above mentioned rezoning application. As you know, we conducted the required neighborhood meeting for this rezoning application in accordance with City requirements. The following is a brief summary report of that meeting.

Notification Timeline

December 23, 2009 Notification letter was mailed to all property owners within 500 feet of the subject property. See attached.

December 29, 2009 Ad for neighborhood meeting published in West Valley View. See attached.

December 30, 2009 Phone call received from Jamie Reynolds (360.421.9225), property owner in Waterford Square. Mr. Reynolds received the notification letter and simply had questions asking for additional information on the proposed development. He asked if the proposed rezoning impacted his property, the anticipated timing of development, a general overview of the rezoning request and if 111th Avenue is planned to continue north from its current terminus.

January 14, 2010 Neighborhood meeting conducted. Meeting details are as follows:

Location: Avondale Civic Center, Ocotillo Room

Time: 6:00 p.m.

Adjourned: 7:05 p.m.

Attendees: Karen Keith (Tiffany & Bosco, P.A. on behalf of applicant) and Jeff Carlson (ParCap, LLC – owner of 102-56-005-G, property located at NEC of 111th Avenue and Van Buren Street)

Presentation Materials: Leverton East Rezoning narrative and associated exhibits (2nd review submittal)

Discussion: Karen Keith provided a brief overview of the location and proposed development plan for the subject property. She also explained the entitlement history of the neighboring property in relation to the adoption of the City Center Specific Area Plan. Mr. Carlson attended the meeting to obtain information on the proposed development plan. He asked questions about the property owner, anticipated property buyers/developers, proposed timing of construction, type of development/tenants planned for the property, etc. Mr. Carlson also asked about the proposed road network around the subject property, specifically inquiring about the ultimate alignment of 111th Avenue and Corporate Drive. Mr. Carlson requested a copy of the narrative and associated exhibits for this rezoning application, which Karen Keith subsequently transmitted to him electronically.

Please do not hesitate to contact me at 623.330.1083 or klk@tblaw.com should you have any questions or if we can provide any additional information.

Sincerely,
Tiffany & Bosco, PA

Karen L. Keith, AICP
Urban Planner

Cc: Jon Paladini, Tiffany & Bosco, PA
File

Attachments: Neighborhood meeting notification letter
West Valley View ad for notification of neighborhood meeting

EXHIBIT G

Grubb&Ellis. | BRE Commercial, LLC
Property Solutions Worldwide

CONFIDENTIAL

December 16, 2009

Mr. Jon Paladini, Esq.
Tiffany & Bosco PA
2525 East Camelback Road
Phoenix, AZ 85016

Leverton Property, Avondale – Littleton School District

Dear Mr. Paladini:

Following receipt of the Littleton School District Letter dated November 20, 2009 expressing interest in the Leverton site as a school location, we have attempted to follow up with Dr. Roger Freeman, the Superintendent.

On December 9, 2009 we called Dr. Freeman and left message with his assistant and voice mail offering to enter negotiations to sell all or a portion of the site to the district. Our message was not returned.

On December 10, 2009, we emailed Dr. Freeman offering to entertain offers to sell all or a portion of the site. We expressed our interest in selling a part of the property to the school district, but we needed to hear quickly whether there was any interest.

On December 15, 2009, we spoke with Dr. Freeman's assistant, Ms. Patti Young. We outlined our interest in selling a portion or all of the site to the district, and that there was interest from other parties, so we needed to hear from the district soon. Ms. Young said Dr. Freeman was not in any position to respond to our offer, and was not able to volunteer any interest or commitments to purchase the property at this time. If the district has any interest in buying land in the future, they will likely call us at that time.

Given this direction and lack of proactive interest from the school district, I believe they are not in any position to act on purchasing the property, and would classify their interest in the property as minimal. As such, I would strongly discount any interest they claim to have, as they are not interested in even holding discussions regarding the property.

Sincerely,

GRUBB & ELLIS/BRE COMMERCIAL, LLC

Iain Vasey
Vice President

Tony Lydon
Executive Vice President

BRE Commercial, LLC
2375 E. Camelback Road Suite 300 Phoenix, AZ 85016 602.954.9000 602.468.8588, fax
Independently Owned and Operated

Leading...in Learning, Caring and Growing
1252 S. Avondale Boulevard • Avondale, AZ 85323 • 623-478-5600 • *fax* 623-478-5625

November 20, 2009

City of Avondale
Development Services Department
11465 W. Civic Center Drive, Suite 110
Avondale, AZ 85323-6804

RE: Leverton Property Rezoning

To Whom It May Concern:

This letters serves as notification the Littleton Elementary School District wants the City of Avondale to know that we have serious reservations about the possible impact of this development. The district believes that development of a school site between Roosevelt and Corporate along the 111th Avenue corridor will be key to servicing educational needs of students and families residing north of Van Buren. We appreciate this builder's willingness to help the local school district, but we have not had these discussions.

Please e-mail me at rfreeman@littletonaz.org or call me at (623) 478-5611 if I can provide more information regarding this issue.

Sincerely,

Roger Freeman, Ed.D.
Superintendent

RF/py

Governing Board Members
Sandi Nielson, Board President
Kathy Reyes, Board Vice-President
Sally Maddux, Member
Jeannie Myrick, Member
Kelli Watson, Member

Superintendent
Roger S. Freeman, Ed.D.

Assistant Superintendent
Paul Tighe, Ed.D.

School Phone Numbers
Collier Elementary (623) 478-5900
Country Place Elementary (623) 478-6100
Estrella Vista Elementary (623) 478-6200
Littleton Elementary (623) 478-5700
Quentin Elementary (623) 478-6000
Tres Rios Elementary (623) 478-6300

PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

Thursday, February 18, 2010
6:30 P.M.

I. CALL TO ORDER

The Regular Meeting was called to order at approximately 6:30 p.m. by Chairperson Iwanski.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT
David Iwanski, Chairman
Angela Cotera, Vice Chair
Sean Scibienski, Commissioner
Michael Long, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager, Development Services Department
Ken Galica, Planner II, Development Services Department
Eric Morgan, Planner II, Development Services Department
Chris Schmaltz, City Attorney

VII. PUBLIC HEARING ITEMS

4. Z-09-12: This is a public hearing before the Planning Commission to review and solicit public input on application Z-09-12, a request by Jon Paladini of Tiffany & Bosco, P.A., to rezone approximately 21 acres from Rural Residential (RR-43) to Commerce Park (CP) Zoning District. The subject site is located between Roosevelt Street and Corporate Drive and between 111th and 113th Avenues. Staff Contact: Eric Morgan

Eric Morgan, Planner II, Development Services Department, stated this is a request for rezoning from Rural Residential (RR-43) to Commerce Park (CP). He noted the subject property was recently annexed into the City. The subject property is located south of Roosevelt Street, north of Corporate Drive, east of 113th Avenue, and west of 111th Avenue. The subject property is abutted by Employment on the north and northeast, and Employment-Mixed Use in the City

Center to the west and southwest. Staff finds the Employment uses are not incompatible with the requested Commerce Park use. North of the subject property is the Avondale Gateway Center PAD with existing hotels. South of the subject property is existing Residential. The Commerce Park use adjacent to the Residential will have the intervening Corporate Drive right-of-way and streetscape landscaping, and Corporate Drive is a major collector. As the subject property abuts the City Center at its west property line, it will be required to meet some City Center requirements in order to provide an orderly transition from City Center to this property.

Staff finds that this request meets the required criteria, the property is in conformance with the General Plan, the land use will not result in incompatibility with the surrounding uses, and there will be adequate buffers separating this property from the existing and planned residential. Staff recommends approval with seven stipulations. Mr. Morgan referenced Stipulation No. 7, "As this parcel abuts the City Center at its west property line, it will be required to meet some of the City Center requirements such as special street sections and landscaping." He explained that these City Center design requirements are to provide a transition between the City Center and the next property.

Chairperson Iwanski asked if the Littleton School District's interest in the site as a school location had been addressed. Mr. Morgan informed the Planning Commission that the Littleton School District had not responded to offers to negotiate the sell of all or a portion of the site for use by the school district. Chairperson Iwanski stated it appears the applicant has done everything possible to obtain a response from the school district.

Vice Chair Cotera asked what had the Littleton School District planned to do with the site. Mr. Morgan stated he had received no explanation from the school district on their objections to the rezoning. His speculates that the school district simply wanted to state this property could potentially be used for a new school, as there will be substantial residential properties in the area. He could not discern what the Littleton School District wanted the applicant to do if the school district was not willing to buy the property at this time.

Chairperson Iwanski invited Chris Schmaltz, City Attorney, to address the Commission. Attorney Schmaltz stated that the rezoning of this property does not preclude a future school site. The school could purchase the site and put a school there in the future regardless of whether the property is rezoned to Commerce Park or not.

Vice Chair Cotera asked if the rezoning will change the value of the land and cost the school more to purchase the land in the future. Mr. Morgan stated he did not know what the land use cost will be, but he would expect the value of the land to be higher with Commerce Park zoning.

Vice Chair Cotera asked will the application return to the Planning Commission in the future for review, as it will be right off of the City Center. Mr. Morgan stated that the application will not return to the Planning Commission in the future because Commerce Park is a hard zoning and not PAD. As long as the site plan conforms to the development standards of the Commerce Park

use, it will be reviewed by staff administratively. If the property is platted, which he expects, then the Planning Commission will have the opportunity to recommend approval or denial on that in the future. Vice Chair Cotera stated her only concern is there is nearby residential and the property is located next to the City Center.

Chairperson Iwanski invited the applicant to address the Commission.

Jon Paladini, Tiffany & Bosco, P.A., stated they agree with Staff's conditions of approval and ask the Commission to recommend approval. Regarding the Littleton School District, they could not discern the school district's intent either. He stated that the requested Commerce Park use will not create a need for schools. The realtors did make an offer to sell the property to the school district at market price, but received no response. At this point the property is in escrow with a private entity. He noted that a family has owned the property since the 1960s. The new buyer can sell the property to the school district or develop it. The applicant has no plans to develop the property and is merely selling the property to potentially a user or developer, who will have to comply with all the site plan requirements that the City imposes. He reiterated that they have no objections to Staff's conditions of approval.

Chairperson Iwanski invited further questions, and hearing none, opened the public hearing for item Z-09-12. There were no further requests to speak. Chairperson Iwanski closed the public hearing and entertained a motion and a second.

Vice Chair Cotera moved that the Planning Commission accept the findings and recommend approval of application Z-09-12, a request to rezone approximately 21.1 acres from Rural Residential (RR-43) to Commerce Park (CP) Zoning District, subject to the seven Staff-recommended conditions of approval. Commissioner Scibienski seconded the motion.

1. The development shall be in substantial conformance with the application narrative date stamped January 4, 2010.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Dedication of half-street right-of-way of 60 feet on Roosevelt Street, 48 feet on Corporate Drive, 40 feet on 111th Avenue, and 40 feet on 113th Avenue shall be made prior to issuing any permits for any part of the project.

4. All perimeter street improvements on Roosevelt Street, Corporate Drive, 111th Avenue, and 113th Avenue shall be completed with the first phase of development of the property. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.

5. Financial assurance for the work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

6. All irrigation ditches on site or in the right-of-way adjacent to the site to be replaced/tiled with an underground pipeline, or abandoned subject to the approval of the Irrigation Company and/or downstream users.

7. As this parcel abuts the City Center at its west property line, it will be required to meet some of the City Center Requirements, such as special street sections and landscaping.

Chairperson Iwanski called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Lisa Amos, Commissioner	Excused
Grace Carrillo, Commissioner	Excused
Angela Cotera, Vice Chair	Aye
Michael Long, Commissioner	Aye
David Scanlon, Commissioner	Excused
Sean Scibienski, Commissioner	Aye

The motion passed unanimously.

ORDINANCE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 22 ACRES LOCATED AT THE SOUTHEAST CORNER OF ROOSEVETL STREET AND 113TH AVENUE, AS SHOWN IN FILENAME Z-09-12, REZONING SUCH PROPERTY FROM RURAL RESIDENTIAL (RR-43) TO COMMERCE PARK (CP).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 18, 2010, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on April 5, 2010.

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

SECTION 1. That ± 22 acres of real property generally located at the southeast corner of Roosevelt Street and 113th Avenue, as shown in filename Z-09-12 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Rural Residential (RR-43) to Commerce Park (CP).

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010

_____

DRAFT

Marie Rogers-Lopez, Mayor

ATTEST:

_____

Carmen Martinez, City Clerk

APPROVED:

_____

Andrew J. McGuire, City Attorney

DRAFT

EXHIBIT A

[Map and Legal Description]

DRAFT

EXHIBIT A

The East Half of Lots 1 and 2 of “Avondale City Center Phase 1” as recorded in Book 1027, Page 31 of Maricopa County Records and located within Section 6, Township 1 North, Range 1 East, G&SRB&M, Maricopa County, Arizona more particularly described as follows:

Commencing at the West Quarter Corner of said Section 6;

Thence North 88°59’16” East, along the East-west Mid-section line of said Section 6, a distance of 1242.67 feet to the POINT OF BEGINNING;

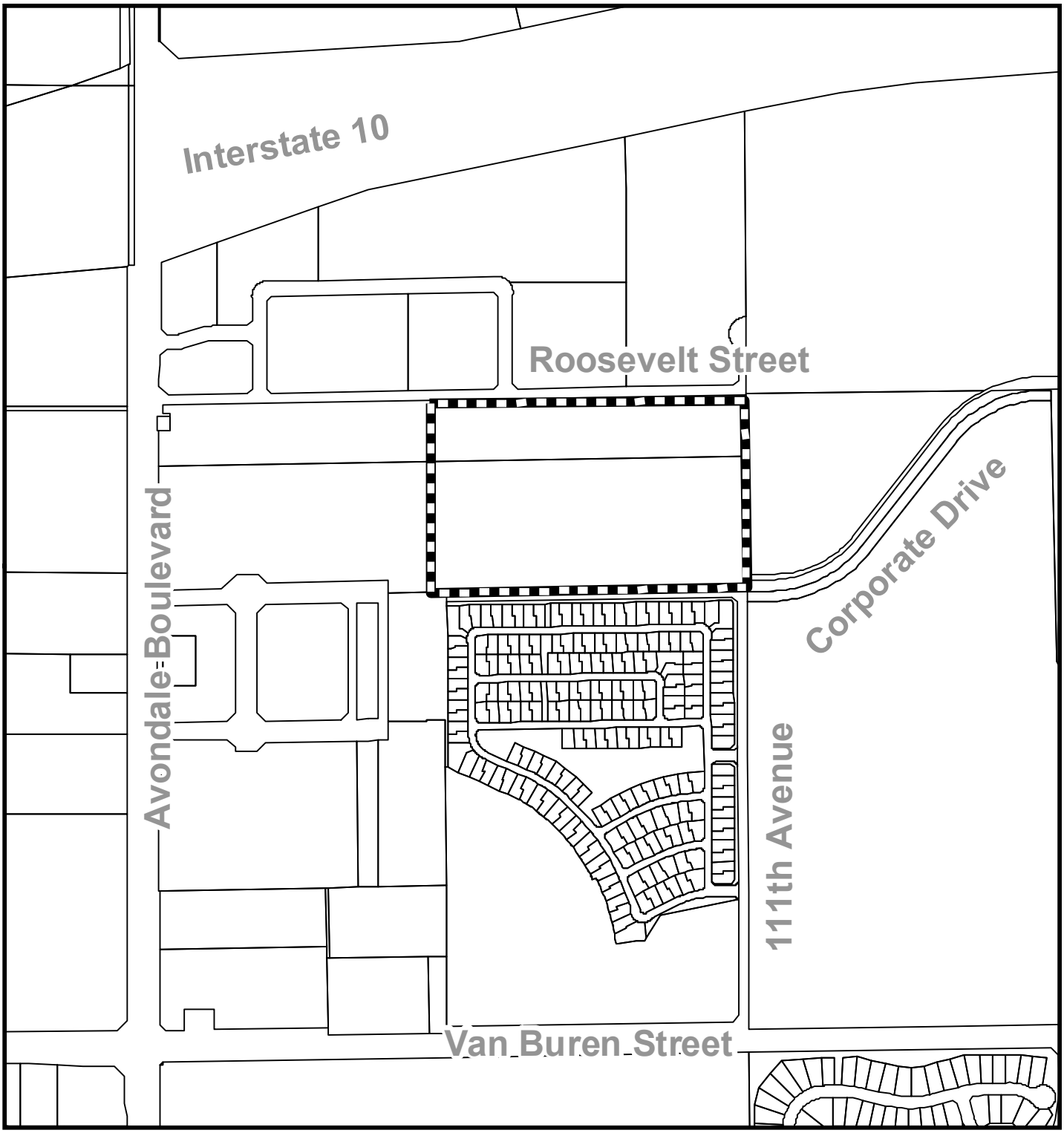
Thence continuing North 88°59’16’ East, along said East-west Mid-section line, a distance of 1227.08 feet to the Center of said Section 6, said point being the Northeast Corner of said Lot 1;

Thence South 00°16’39” East, a distance of 787.84 feet to the Southeast Corner of Lot 2;

Thence South 00°16’39” West, a distance of 1227.06 feet to the Northwest corner of “Waterford Square” a subdivision recorded in Book 683, Page 27, official Records of Maricopa County, Arizona;

Thence North 00°16’39” West, a distance of 786.41 feet to the POINT OF BEGINNING.

Containing 22.17 Acres.



Application
Z-09-12

Avondale

Subject Property

ORDINANCE NO. 1403-410

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 22 ACRES LOCATED AT THE SOUTHEAST CORNER OF ROOSEVETL STREET AND 113TH AVENUE, AS SHOWN IN FILENAME Z-09-12, REZONING SUCH PROPERTY FROM RURAL RESIDENTIAL (RR-43) TO COMMERCE PARK (CP).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 18, 2010, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on April 5, 2010.

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. Approximately 22 acres of real property generally located at the southeast corner of Roosevelt Street and 113th Avenue, as shown in filename Z-09-12, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), are hereby rezoned from Rural Residential (RR-43) to Commerce Park (CP), subject to the following conditions:

1. The development shall be in substantial conformance with the application narrative date stamped January 4, 2010.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Dedication of half-street right-of-way of not less than 60 feet on Roosevelt Street, 48 feet on Corporate Drive, 40 feet on 111th Avenue, and 40 feet on 113th Avenue shall be made prior to issuing any permits for any part of the project.

4. All perimeter street improvements on Roosevelt Street, Corporate Drive, 111th Avenue, and 113th Avenue shall be completed with the first phase of development of the property. Additional requirements for improvements, traffic signals, and right-of-way for deceleration lanes, turn lanes, and transit stops, may be required during the site plan review process as determined by the City Engineer.

5. Work within the public right-of-way shall be completed prior to the issuance of the first construction permit unless financial assurances for such work have been provided to the City in a form acceptable to the City Attorney.

6. All irrigation ditches on site or in the right-of-way adjacent to the site shall be replaced/tiled with an underground pipeline, or abandoned subject to the approval of any person or entity having a right or interest in the irrigation ditch.

7. The portion of the parcel abutting the City Center district (the west property line) will be required to meet certain City Center requirements such as special street sections and landscaping.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Rogers Lopez, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1403-410

[Legal Description and Map]

See following pages.

EXHIBIT A

The East Half of Lots 1 and 2 of “Avondale City Center Phase 1” as recorded in Book 1027, Page 31 of Maricopa County Records and located within Section 6, Township 1 North, Range 1 East, G&SRB&M, Maricopa County, Arizona more particularly described as follows:

Commencing at the West Quarter Corner of said Section 6;

Thence North 88°59’16” East, along the East-west Mid-section line of said Section 6, a distance of 1242.67 feet to the POINT OF BEGINNING;

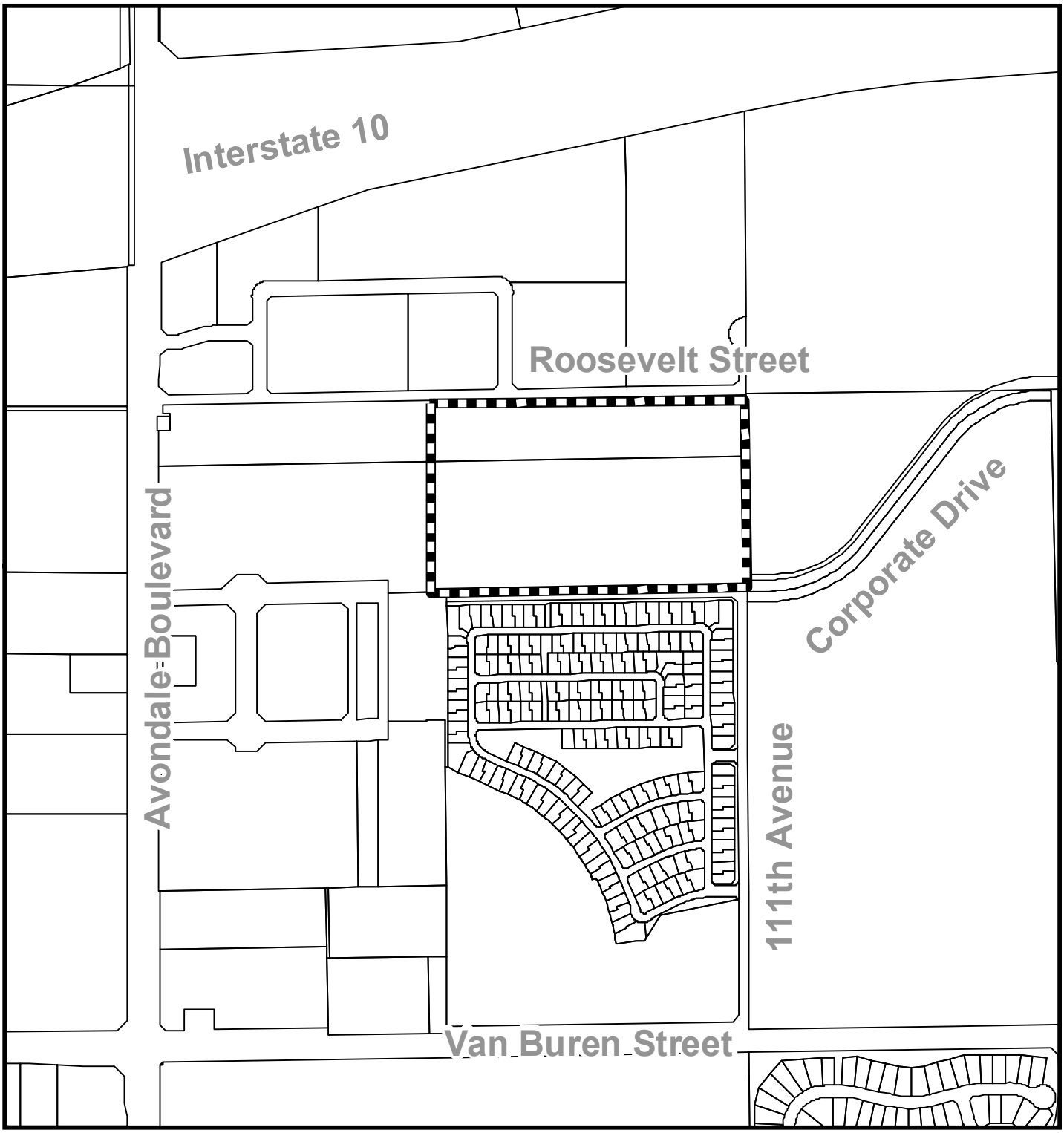
Thence continuing North 88°59’16’ East, along said East-west Mid-section line, a distance of 1227.08 feet to the Center of said Section 6, said point being the Northeast Corner of said Lot 1;

Thence South 00°16’39” East, a distance of 787.84 feet to the Southeast Corner of Lot 2;

Thence South 00°16’39” West, a distance of 1227.06 feet to the Northwest corner of “Waterford Square” a subdivision recorded in Book 683, Page 27, official Records of Maricopa County, Arizona;

Thence North 00°16’39” West, a distance of 786.41 feet to the POINT OF BEGINNING.

Containing 22.17 Acres.



Application
Z-09-12

Avondale

Subject Property

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1404-410 - Rezoning for Palermo's Pizza (Z-09-11)

MEETING DATE:
April 5, 2010

TO: Mayor and Council

FROM: Sue McDermott, Director of Engineering and Development Services (623-333-4211)

THROUGH: Charlie McClendon, City Manager

PARCEL SIZE: Approximately 9,180 square feet

LOCATION: 11007 West Buckeye Road

APPLICANT: Fred Stern, Stern & Associates (602-954-4061)

OWNER: Nuredin Tabaku (602-435-7825)

BACKGROUND:

The subject property is within the Cashion subdivision, which was platted outside City jurisdiction in 1946. The subdivision was annexed into the City August 21, 1989 and zoned R-1 (Single Family Residential). In August 1990, the Zoning Ordinance was amended to create the R1-6 (Single Family Residential) zoning district and the Zoning Map was amended to rezone Cashion (to include this property) from R-1 to R1-6.

The General Plan Land Use Map identifies theproperty as Commercial (Exhibit A).

The use of the property at the time of annexation is not known, but historic aerial photographs from the Maricopa County Assessors office indicate that a building of the same dimensions and location has been sited on the subject property since at least 1969. The existing building has been used for both residential and business uses off-and-on in the past 10 years according to business license records. The last business license issued for the subject property was to Chema's Mexican Food restaurant on February 1, 2003. The business license was not renewed in 2004, and no business has legally operated there to since.

SUMMARY OF REQUEST:

The applicant is requesting to rezone one lot from R1-6 Single Family Residential to Cashion Business District with the intent of opening a restaurant in the existing building.

PARTICIPATION:

The applicant invited 71 property owners and other interested parties to a neighborhood meeting held on January 6, 2010 to discuss the proposal. No property owners or interested parties attended the meeting (Exhibit F).

The Planning Division has received no opposing the request.

A notice for the Planning Commission public hearing was published in the February 2, 2010 edition of the West Valley View newspaper. The property was posted, and letters were sent to 71 adjacent

property owners, noticing the Planning Commission public hearing on, or prior to, February 2, 2010.

A notice for the City Council public hearing was published in the March 16, 2010 edition of the West Valley View newspaper. The property was posted, and letters were sent to 71 adjacent property owners, noticing the City Council public hearing on, or prior to, March 16, 2010.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on February 18, 2010, and voted 4-0 to recommend **APPROVAL** of this request with the following four conditions: (Exhibit G)

1. The development shall be in substantial conformance with the application narrative date stamped January 28, 2010, except as modified by these stipulations.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Dedication of a roadway easement twenty (20) feet in width across the north portion of the property along Buckeye Road shall be required prior to issuance of the first construction permit. The easement shall contain a twenty (20) by twenty (20) foot cutoff at the eastern edge for public utilities and sight visibility, per the City Engineer.

4. Financial assurance for all work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

ANALYSIS:

The request for Cashion Business District zoning conforms to the General Plan land use designation of Commercial for the property.

The adjacent properties to the east, west, and south are all zoned R1-6 Single Family Residential, but the properties to the east and abutting to the west are operating as legal non-conforming retail establishments. To the east, across 111th Avenue, is the Circle-K, and abutting the subject property on the west is the Sun Market. The subject property is separated by adjacent residential to the south by a 10 foot width utility easement that has the appearance of an alleyway.

The proposed restaurant use has operated in the location in the past without incident. The proposed zoning complies with the General Plan land use designation that calls for commercial uses along Buckeye Road in this area.

Staff is recommending a stipulation of approval that a 20-foot width roadway easement be dedicated to the City across the frontage of the property along Buckeye Road. The easement's width is in conformance with the City's Transportation Plan. Typically right-of-way is required to be dedicated, but staff is requesting an easement instead. The easement will allow the property owner to continue to utilize the property in its current configuration until such time as the City begins work on the widening of Buckeye Road. The widening of Buckeye Road is not currently in the City's Capital Improvements Plan, and therefore is not imminent.

Conclusion:

Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested rezoning to Cashion Business District. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The project meets the General Plan Land Use of Commercial for this site. The proposed

restaurant land use is permitted in the Cashion Business District.

2. The conditions of approval are reasonable to ensure conformance with the provisions of the Avondale Zoning Ordinance.

RECOMMENDATION:

The City Council should **APPROVE** application Z-09-11 with the four recommended conditions of approval.

PROPOSED MOTION:

I recommend that the City Council accept the findings and **APPROVE** application Z-09-11, a request to rezone one lot in the Cashion subdivision from R1-6 Single Family Residential to Cashion Business District, subject to the four recommended conditions of approval.

ATTACHMENTS:

Click to download

- Exhibit A - Vicinity General Plan Land Use Map
- Exhibit B - Vicinity Zoning Map
- Exhibit C - Aerial Photograph 2010
- Exhibit D - Summary of Related Facts
- Exhibit E.1 - Application Narrative dated 1/28/2010
- Exhibit E.2 - Conceptual Site Plan dated 1/28/2010
- Exhibit F - Neighborhood Meeting 1/6/2010 Sign-In Sheet
- Exhibit G - Planning Commission 2/18/2010 draft minutes
- Draft Ord. to be replaced by City Attorney's Office
- Ordinance 1404-410

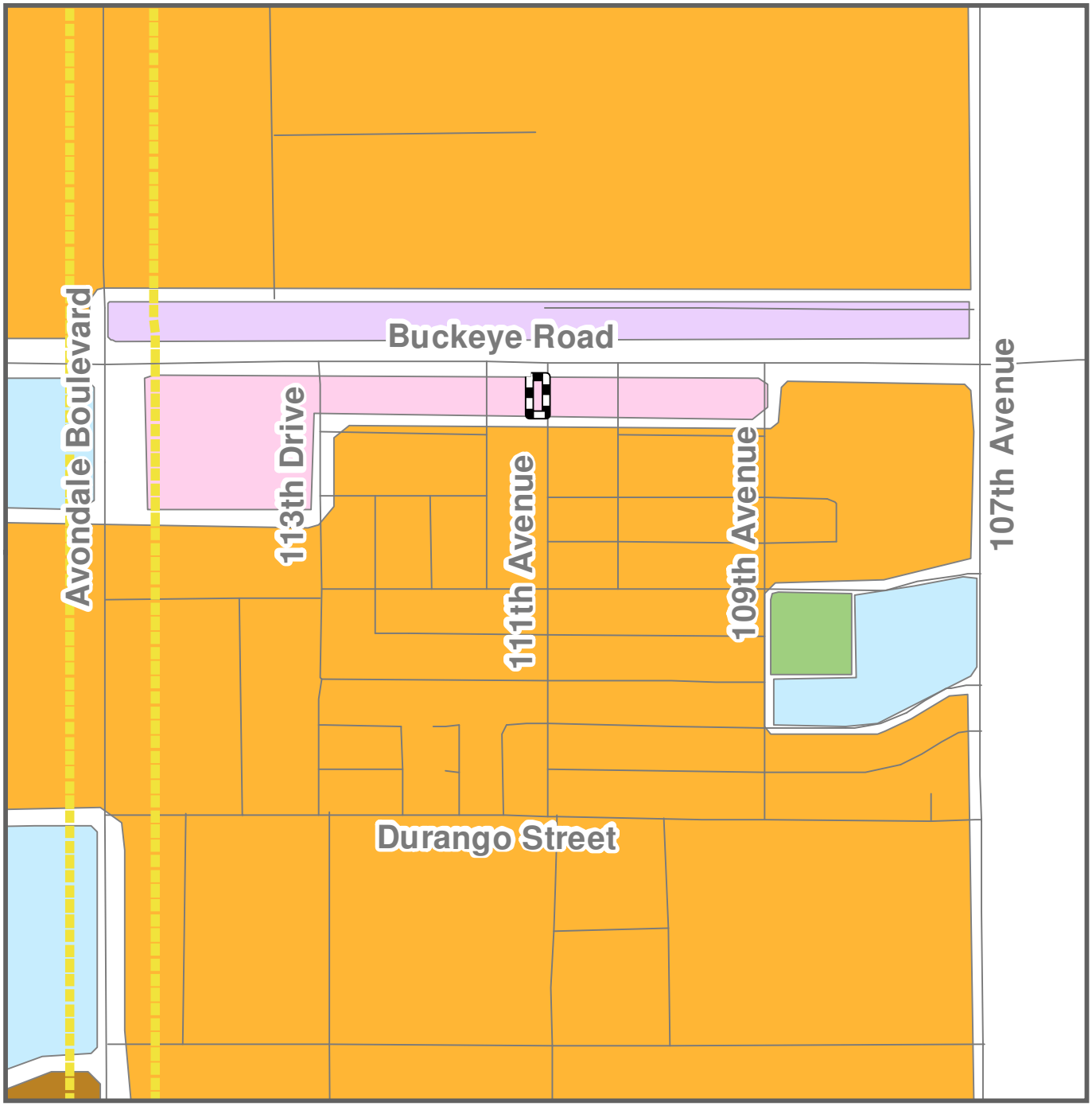
FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II (623-333-4017)

Exhibit A



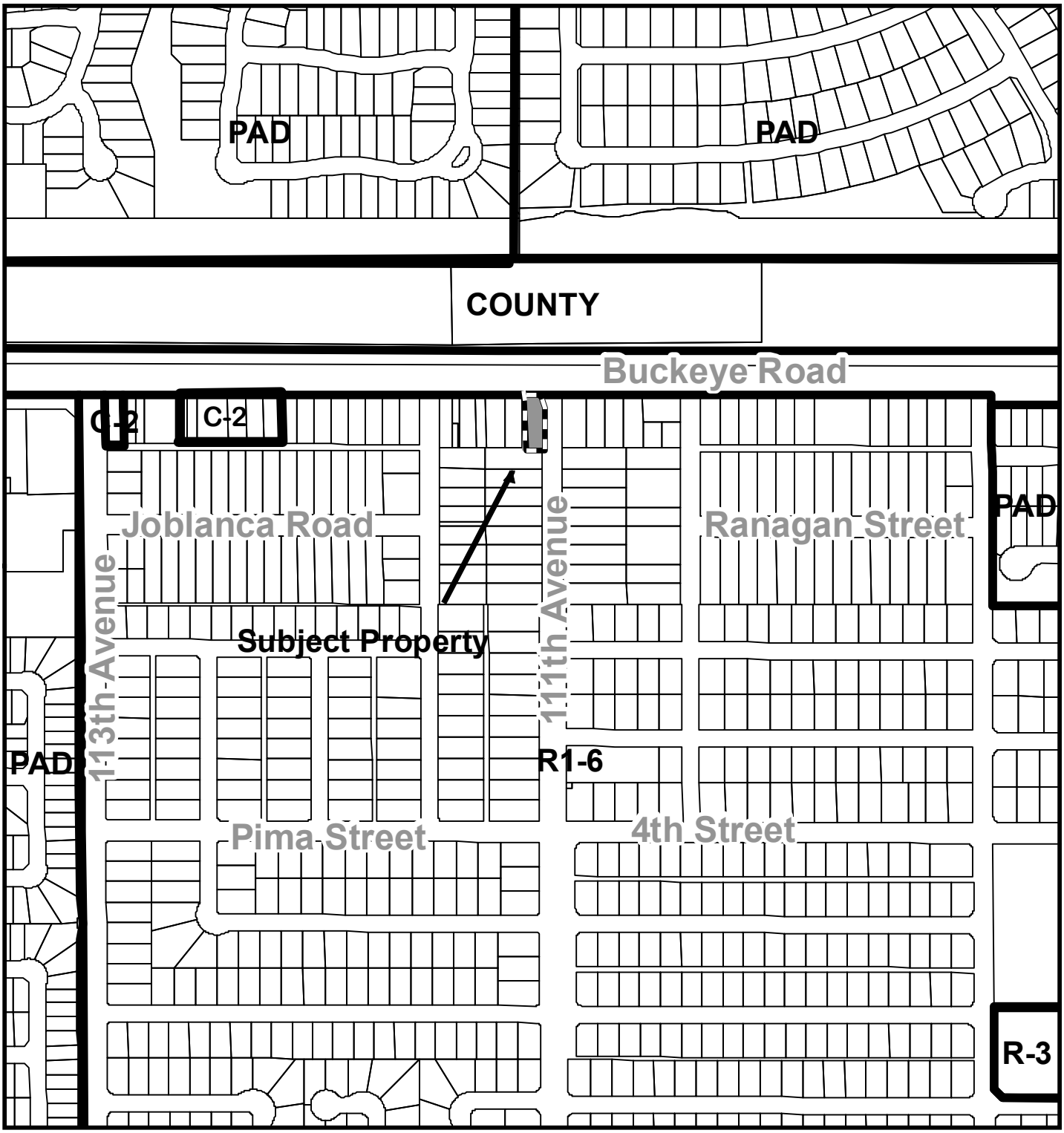
Palermo's Pizza
Z-09-11

General Plan Land Use Map

- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

Subject Property

Exhibit B

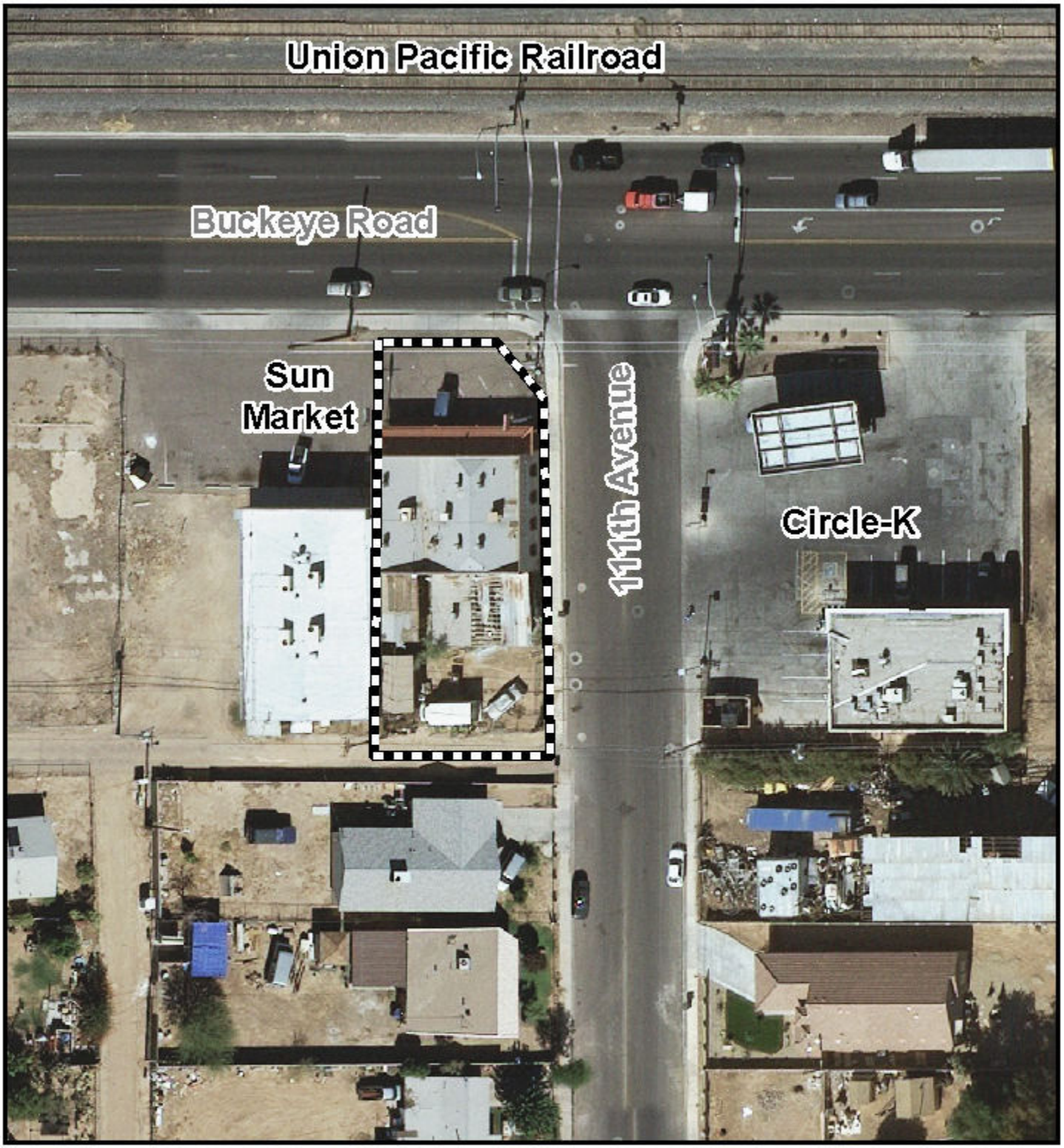


Zoning Vicinity Map
Palermo's Pizza
Z-09-11

Avondale

Subject Property

Exhibit C



January 2009 Aerial Photograph
Palermo's Pizza
Z-09-11

Avondale

Subject Property

N

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION Z-09-11

THE PROPERTY	
PARCEL SIZE	9180 square feet
LOCATION	SWC Buckeye Road & 111th Avenue
PHYSICAL CHARACTERISTICS	Rectangular and relatively level surface
EXISTING LAND USE	Existing restaurant structure is unoccupied
EXISTING ZONING	Single Family Residential (R1-6)
ZONING HISTORY	Annexed 8/21/1989
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	County - vacant
EAST	Single Family Residential (R1-6) – convenience store with gas pumps (Circle-K)
SOUTH	Single Family Residential (R1-6) – private residence
WEST	Single Family Residential (R1-6) – Indoor Retail Sales (Sun Market)
GENERAL PLAN	
The subject property is designated as **Commercial** on the General Plan Land Use Map.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Littleton Elementary School (K-8)
HIGH SCHOOL	La Joya Community High School

STREETS	
Buckeye Road	
Classification	Arterial
Existing half street ROW	45 feet[1]
Standard half street ROW	65 feet[1]
Existing half street improvements	2 vehicular lanes & ½ turn lane
Standard half street improvements	3 vehicular lanes, ½ median, bike lane, curb and gutter, attached sidewalk, street lights, plus deceleration lanes

[1] Staff is recommending a 20' roadway easement be dedicated to the City.

STREETS	
111th Avenue	
Classification	Minor Collector
Existing half street ROW	30 feet[1]
Standard half street ROW	40 feet[1]
Existing half street improvements	1 vehicular lane
Standard half street improvements	1 vehicular lane, 1/2 median, bike lane, curb and gutter, sidewalk, street lights, and landscaping

[1] The original Cashion plat was approved at this width. Staff is not requesting additional right-of-way.

UTILITIES
There is an existing 12" water line in Buckeye Road, an existing 6" water line in 111th Avenue, and an existing 6" water line in the utility easement alley along the south property line. There is an existing 8" wastewater line in 111th Avenue and in the utility easement alley along the south property line.

EXHIBIT E

ZONING

Palermo's Pizza Rezoning
11007 W. Buckeye Road
Avondale, AZ 85323

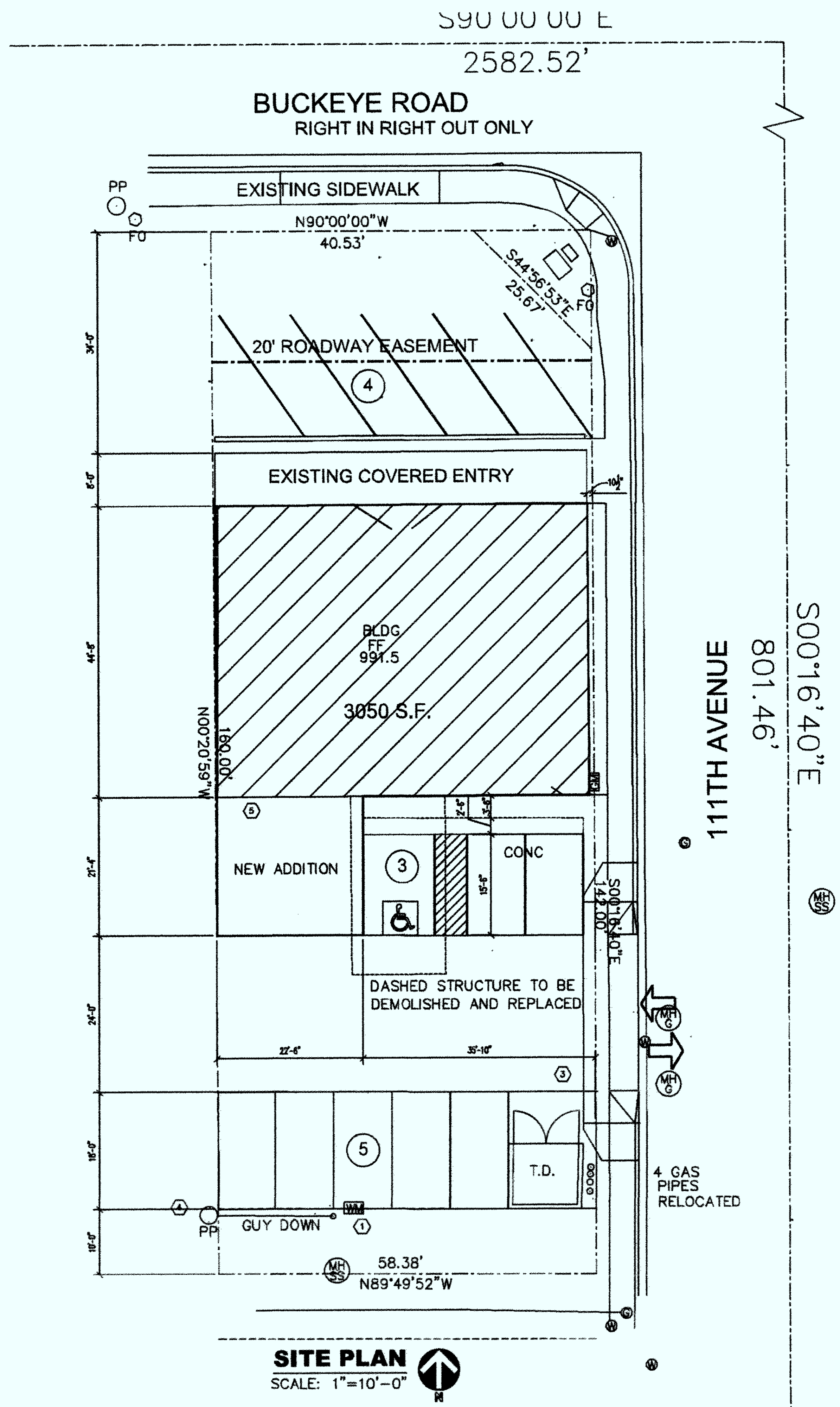
NARRATIVE

The existing site has a building that historically has been used as a restaurant, but has been vacant and abandoned for some time. The building occupies almost 40% of the net property including a 10' easement on the south side that is reserved for an alley that is unusable for this site.

The existing building is a non-conforming commercial building on a property that is zoned residential, though the frontage abuts Buckeye Road and should obviously be commercially zoned. We are seeking to rezone to the Cashion Business District Zoning in order to conform to the General Plan for the area and become a leader in the creation of the proposed district.

The building is fronted on the north by Buckeye Road, (one of the busiest east-west streets in the area and 111th Avenue on the east. There is an alley easement along the south property line. Access to the parking is from Buckeye Road with a recommended right in and right out access to angled parking at the front of the building. Additional parking will be located to the South, (back) of the building which will be accessed from a driveway on 111th Avenue.

Water and sewer are already provided to the building and the use shall remain the same as was previously used. On site retention will be added in order to mitigate off site drainage and will be provided per Development Services Department requirements.



SITE PLAN
SCALE: 1"=10'-0"

PALERMO'S PIZZA
ITALIAN AND MEXICAN FOOD
11007 W. BUCKEYE ROAD
AVONDALE, AZ 85323

APN #': 101-19-002

ZONING: CURRENT R1-6 APPLYING FOR CASHION SPECIAL BUSINESS DISTRICT

APPLICABLE CODE:
2006 IBC
2006 IMC
2006 IPC
2005 NEC
2003 IFC
ICC/ANSI A117.1-2003
1996 ADAAG

OCCUPANCY: A
CONSTRUCTION TYPE: VB
PARKING REQUIRED: 15 SPACES
PARKING PROVIDED: 12 SPACES INCLUDING 1 ACCESSIBLE SPACE

AREA:

EXISTING BUILDING	2,958 S.F.
COVERED PORCH	468 S.F.
	3,426 S.F.
TOTAL LOT AREA	9,180 S.F. NET
NET COVERAGE:	37.3%

OWNER: NUREDIN TABAKU
1579 N. DYSART ROAD
AVONDALE, AZ 85323
(602)435-7625

ARCHITECT STERN & ASSOCIATES
LIC #20434
FRED STERN
3159 W. BUCKEYE ROAD
PHOENIX, AZ 85009
(602) 954-4061
(602) 954-3948

PROJECT DESCRIPTION:

REMODEL OF EXISTING 2,569 S.F. RESTAURANT. DEMOLITION OF 398 S.F. AREA SOUTH OF MAIN BUILDING REPLACED WITH A 481 S.F.ADDITION

LEGAL DESCRIPTION:

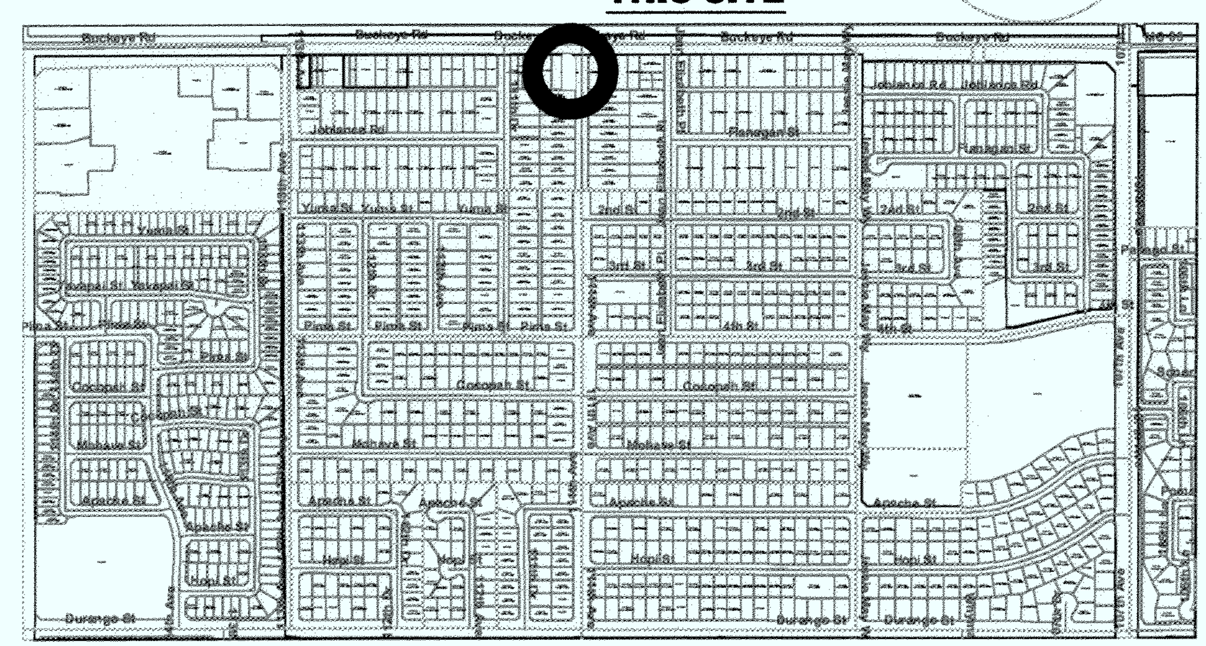
LOT 1, BLOCK 4, CASHION, A SUBDIVISION RECORDED IN BOOK 43 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA

KEYNOTES:

1. S.S. STUB
2. NOT USED
3. 6" EXTRUDED CURB.
4. TRANSFORMER LOCATION. ON POLE
5. S.E.S. LOCATION.
6. TRASH DUMPSTER WITH STEEL DOORS 3/A1

CITY OF AVONDALE
JAN 28 2010
DEVELOPMENT SERVICES

THIS SITE



FRED STERN & ASSOCIATES
3159 W. BUCKEYE ROAD
PHOENIX, ARIZONA 85009
TEL (602) 954-4061
FAX (602) 954-3948

PALERMO'S PIZZA
ITALIAN AND MEXICAN FOOD
11007 W. BUCKEYE ROAD
AVONDALE, AZ 85323

SITE_PLAN

◆ REVISIONS ◆

EXPIRES 6/30/2010

◆ ISSUE DATE ◆

JOB NO.:

A1

EXHIBIT F

PUBLIC MEETING
JANUARY 6, 2010
1579 N. DYSART ROAD
SUITE H
AVONDALE, AZ
6:00 PM – 7:00 PM

Palermo's Pizza Rezoning
11007 W. Buckeye Road
Avondale, AZ 85323

SIGN-IN-SHEET

FRED STERN, ARCHITECT

NUREDIN TABAKU, OWNER

NO OTHER INDIVIDUALS APPEARED FOR THE MEETING

The owner and architect were present from 6:00 PM – 7:00 PM

REGISTERED ARCHITECT
CERTIFICATE NO.
20434
FREDERICK J.
STERN
Date Signed 1/12/10
ARIZONA, U.S.A.
EXPIRES 6/30/2010

PLANNING COMMISSION
REGULAR MEETING

CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323

Thursday, February 18, 2010
6:30 P.M.

I. CALL TO ORDER

The Regular Meeting was called to order at approximately 6:30 p.m. by Chairperson Iwanski.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT
David Iwanski, Chairman
Angela Cotera, Vice Chair
Sean Scibienski, Commissioner
Michael Long, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager, Development Services Department
Ken Galica, Planner II, Development Services Department
Eric Morgan, Planner II, Development Services Department
Chris Schmaltz, City Attorney

VII. PUBLIC HEARING ITEMS

3. Z-09-11: This is a public hearing before the Planning Commission to review and solicit public input on application Z-09-11, a request by Fred Stern, Stern and Associates, to rezone one lot in the Cashion subdivision from Single Family Residential (R1-6) to Cashion Business District. The subject site is located at 11007 West Buckeye Avenue. Staff Contact: Eric Morgan

Eric Morgan, Planner II, Development Services Department, stated this is a request to rezone one lot in Cashion from R1-6 (Single Family Residential) to Cashion Business District. The subject property is located at the southwest corner of Buckeye Road and 111th Avenue. Is it designated as Commercial in the General Plan Land Use Map. The subject property is approximately 9,180 square feet in area and contains an unoccupied existing structure originally built as a restaurant.

Buckeye Road is to the north of the subject property. The Union Pacific Railroad right-of-way is further north. Northeast of the subject property is a large mill. To the east of the subject property is zoned R1-6 (Single Family), operating as a Circle-K. To the west is zoned R1-6, operating as a Sun Market. To the south is zoned R1-6, occupied by a Single Family Residential dwelling.

Staff finds that the request to rezone to Cashion Business District conforms to the General Plan Land Use Map. Historic aerial photographs indicate that a building of the same dimensions and footprint has been sited on the subject property since at least 1969 in essentially the same configuration, and has been used off-and-on as a restaurant without incident. Most recently in 2003 a business license was obtained by Chema's Mexican Food, which was not renewed in 2004. That is the last record of a business legally operating on the site. As one year lapsed with the property not operating as a restaurant, the building lost its legal nonconforming status to continue as a restaurant. The only allowed use now is R1-6, Single Family Residential, and rezoning to open a restaurant is required. Staff finds that this rezoning will not result in incompatible land use relationships based on the layout and that a utility corridor runs south of the property. Staff recommends approval with four stipulations. Mr. Morgan referenced Stipulation No. 3, "Dedication of a roadway easement twenty (20) feet in width across the north portion of the property along Buckeye Road shall be required prior to issuance of the first construction permit. The easement shall contain a twenty (20) by twenty (20) foot cutoff at the eastern edge for public utilities and sight visibility, per the City Engineer." He explained this stipulation is included because obtaining an easement will allow the property owner to continue using the parking, driveway, etc. as exists today until such time as the City or County needs to widen Buckeye Road. If right-of-way was required, that would prohibit the applicant from using the parking, driveway, etc. that current exists within the 20' width.

Chairperson Iwanski invited questions.

Commissioner Scibienski asked if the 20' easement will delete the parking on the site if and when the road is widened. Mr. Morgan confirmed this to be the case. He referred to an aerial photograph and noted the additional parking at the rear of the restaurant, on the south end. Commissioner Scibienski asked if the widening of Buckeye Road in the future will require structural changes to the building. Mr. Morgan stated that he did not believe so, though that would be up to the owner at the time in consideration of circumstances. The property would become legally nonconforming for parking so Staff would not require the applicant to add more parking immediately in compensation. The applicant could continue to operate, but would be limited to the parking existing on the site.

Vice Chair Cotera asked for clarification of what was happening on the property currently. Mr. Morgan referenced the aerial photograph and stated that trailers shown on site are removed and would not return. The site is currently unoccupied. Any changes to the site after rezoning would require action by the Board of Adjustment if it does not conform to the Zoning Ordinance.

Chairperson Iwanski invited the applicant to address the Commission. Fred Stren, Stern & Associates, stated he did not wish to address the Commission.

Chairperson Iwanski opened the public hearing for item Z-09-11. There were no requests to speak. Chairperson Iwanski closed the public hearing and entertained a motion and a second.

Commissioner Scibienski moved that the Planning Commission accept the findings and recommend approval of application Z-09-11, a request to rezone one lot in the Cashion subdivision from R1-6 (Single Family Residential) to Cashion Business District, subject to the four Staff-recommended conditions of approval. Vice Chair Cotera seconded the motion.

1. The development shall be in substantial conformance with the application narrative date stamped January 28, 2010, except as modified by these stipulations.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Dedication of a roadway easement twenty (20) feet in width across the north portion of the property along Buckeye Road shall be required prior to issuance of the first construction permit. The easement shall contain a twenty (20) by twenty (20) foot cutoff at the eastern edge for public utilities and sight visibility, per the City Engineer.

4. Financial Assurance for all work within the public right-of-way shall be paid prior to the issuance of the first construction permit.

Chairperson Iwanski called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Lisa Amos, Commissioner	Excused
Grace Carrillo, Commissioner	Excused
Angela Cotera, Vice Chair	Aye
Michael Long, Commissioner	Aye
David Scanlon, Commissioner	Excused
Sean Scibienski, Commissioner	Aye

The motion passed unanimously.

ORDINANCE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY ONE-QUARTER ACRE LOCATED AT THE SOUTHWEST CORNER OF BUCKEY ROAD AND 111TH AVENUE, AS SHOWN IN FILENAME Z-09-11, REZONING SUCH PROPERTY FROM SINGLE FAMILY RESIDENTIAL (R1-6) TO CASHION BUSINESS DISTRICT.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 18, 2010, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on April 5, 2010.

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

SECTION 1. That ± one-quarter acre of real property generally located at the southwest corner of Buckeye Road and 111th Avenue, as shown in filename Z-09-11 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Single Family Residential (R1-6) to Cashion Business District.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010

DRAFT

Marie Rogers-Lopez, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

DRAFT

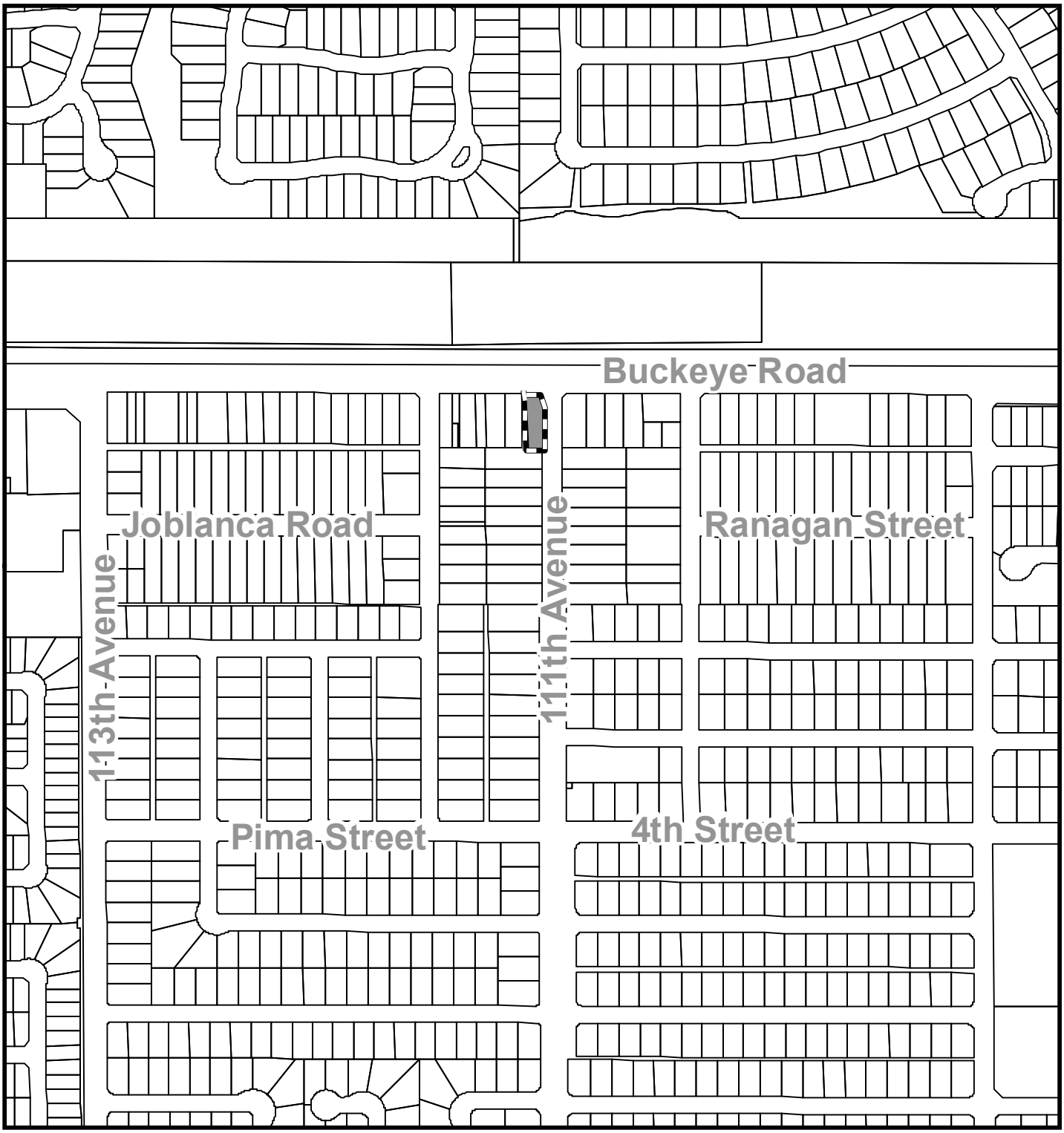
EXHIBIT A

[Map and Legal Description]

DRAFT

EXHIBIT A

LOT 1, BLOCK 4, CASHION, A SUBDIVISION RECORDED IN BOOK 43 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA.



Application
Z-09-11

Avondale

Subject Property

ORDINANCE NO. 1404-410

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY ONE-QUARTER ACRE LOCATED AT THE SOUTHWEST CORNER OF BUCKEY ROAD AND 111TH AVENUE, AS SHOWN IN FILENAME Z-09-11, REZONING SUCH PROPERTY FROM SINGLE FAMILY RESIDENTIAL (R1-6) TO CASHION BUSINESS DISTRICT.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 18, 2010, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on April 5, 2010.

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. Approximately one-quarter acre of real property generally located at the southwest corner of Buckeye Road and 111th Avenue, as shown in filename Z-09-11, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), is hereby rezoned from Single Family Residential (R1-6) to Cashion Business District, subject to the following conditions:

1. The development shall be in substantial conformance with the application narrative date stamped January 28, 2010, except as modified by these stipulations.

2. The development shall be done in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Standard Specifications and Details.

3. Dedication of a roadway easement not less than 20 feet in width across the north portion of the property along Buckeye Road shall be required prior to issuance of the first construction permit. The easement shall contain a 20 foot by 20 foot cutoff at the eastern edge for public utilities and sight visibility, as approved by the City Engineer in her sole discretion.

4. Work within the public right-of-way shall be completed prior to the issuance of the first construction permit unless financial assurances for such work have been provided to the City in a form acceptable to the City Attorney.

SECTION 3. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 5, 2010.

_____
Marie Rogers Lopez, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

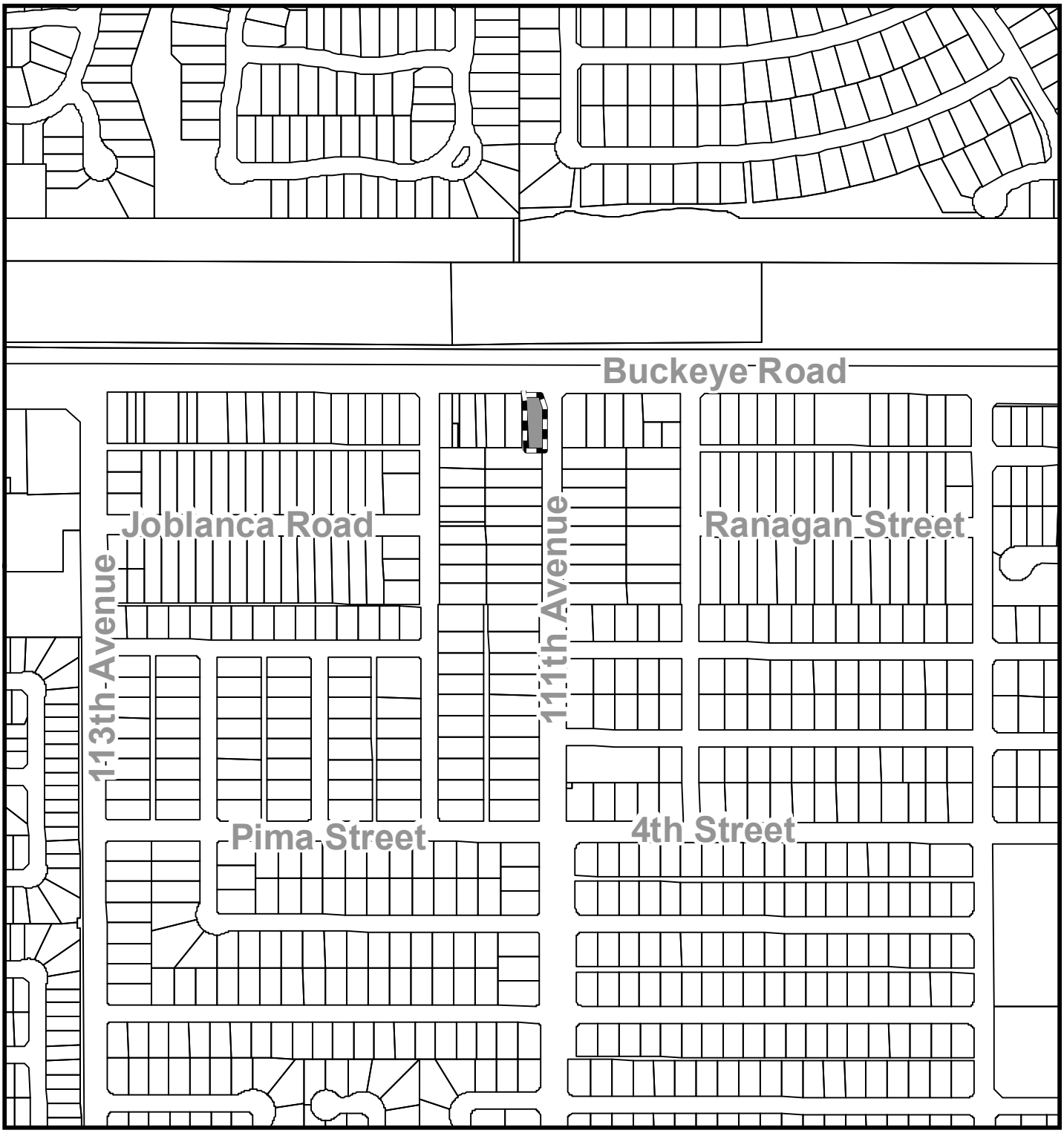
EXHIBIT A
TO
ORDINANCE NO. 1404-410

[Legal Description and Map]

See following pages.

EXHIBIT A

LOT 1, BLOCK 4, CASHION, A SUBDIVISION RECORDED IN BOOK 43 OF MAPS, PAGE 28, RECORDS OF MARICOPA COUNTY, ARIZONA.



Application
Z-09-11

Avondale

Subject Property

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
April 5, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available