CITY COUNCIL AGENDA

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

WORK SESSION
September 20, 2010
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

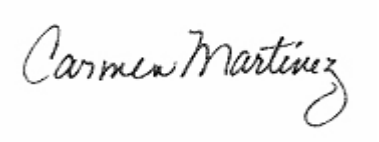
1 ROLL CALL BY THE CITY CLERK

2 GENERAL PLAN 2030 UPDATE

Staff will update the City Council regarding the General Plan Update 2030 and seek direction regarding the withdrawal of the proposed Estrella Foothills Area Plan in order to incorporate this area into the General Plan with the 2030 update process. This item is for information, discussion, and direction only.

3 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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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:
General Plan 2030 Update

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Sue McDermott, City Engineer and Development Services Director (623)333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council comment and provide direction on the progress of the General Plan Update 2030. Staff will present what has transpired since the last General Plan 2030 presentation to Council on February 8, 2010. Staff will also request that City Council make a recommendation to withdraw the proposed Estrella Foothills Area Plan in order to incorporate this area into the General Plan with the 2030 update process. This item is for information, discussion, and direction only.

BACKGROUND:

On February 8, 2010, staff provided an update to the City Council regarding the General Plan 2030 update process. Information provided at that time included: Citizen Participation plans, General Plan Vision Statement, and Land Use and Economic Vitality Themes. Since the last update, staff has been working with the General Plan Advisory Committee (GPAC) and the Technical Advisory Committee (TAC) on additional elements of the General Plan.

At the commencement of the General Plan 2030 update process, staff indicated that public outreach would be a primary focus. Staff has continued to reach out to the Avondale community, both residents and businesses alike, in a number of ways. The following summarizes the City's public outreach effort:

- GPAC: This committee of volunteers consists of citizens, business leaders, property owners, and representatives of schools, utilities, and the Maricopa County Flood Control District. The GPAC continues to contribute time and input on a regular basis regarding pertinent topics associated with the General Plan.

- Tres Rios Nature and Earth Festival: Held March 6 and 7, 2010 at Estrella Mountain Regional Park. Staff hosted a booth during the two-day event, and displayed and distributed General Plan 2030 literature.

- Eco Avenues Event: Held April 17, 2010 at Estrella Mountain Community College. Staff manned a booth, displayed and distributed General Plan 2030 literature, and asked residents to prioritize types of amenities and development patterns in Avondale.

- Community Meetings: Three community meetings were held; January 7, 2010 (City Hall), April 27, 2010 (Sam Garcia Library), and July 8, 2010 (Estrella Mountain Community College). Avondale residents and interested members of the community were invited to view displays, ask questions, and provide their thoughts and ideas on the General Plan information. Residents were also asked to prioritize needs in Avondale from shopping and jobs, to open space and recreation. Special advertising for these meetings was implemented in order to

promote citizen participation.

- Littleton Elementary School District: On May 6, 2010, staff met with Dr. Roger Freeman to discuss future school development needs within the District, and is scheduled to meet again next month.

- General Plan Public Outreach and Informational Video: The Planning Division recently completed a short film clip to promote citizen participation and educate the public on the General Plan process. The video will be used as an informative tool prior to the public vote and during the Plan's process and adoption by Council. The video will be made available for viewing on the City's web site, Avondale's local television station (Channel 11), and to the public on compact disk (CD).

- Newsletter: Staff periodically distributes the division newsletter to interested parties, internal staff, and the development community which provide updates regarding the General Plan process.

- Channel 11: A PowerPoint presentation currently runs on the Channel 11 television station. The slides describe the General Plan 2030 intent and process as attached. (Exhibit A).

- Press Releases: Staff has distributed several press releases for community meetings and other General Plan 2030 related events over the last several months.

Staff has compiled and summarized the online survey results received from residents and has attached for City Council review (Exhibit B). In short, the survey reflected similar results with respect to Avondale's strengths and weaknesses as a community as those defined by the GPAC. Old Town Avondale, Open Space (specifically the Estrella Mountains, Gila River, and the southern area), proximity to the metro Phoenix area, the I-10 and the 101 Freeways, and general shopping and community conveniences were considered assets. Some areas of concern were the need to attract higher paying jobs and higher educational facilities, and increase pedestrian and bike circulation. Overall, Avondale residents consider their City clean, friendly, and well-served.

Three out of the eight General Plan 2030 Themes have been completed to include: Land Use (Exhibit C), Economic Vitality (Exhibit D), and Sustainable Development (Exhibit E). The Neighborhoods Theme which looks at housing from both new and revitalized community perspectives has been drafted, and is currently proceeding through the committee review process. Since the last progress update to City Council, staff has discussed Land Use Map updates with the TAC and the GPAC, to include the southern area of the City.

The Land Use Theme designates land use categories, general location and intensity of housing, business, industry, open space, education, public buildings and other facilities. This element will focus on the future growth and physical development of Avondale.

The Economic Vitality Theme provides a framework for the City's commitment to foster a vital and sustainable local economy that balances, and is consistent with, the social and environmental goals of the community.

The Sustainable Development Theme is designed to educate and promote sustainable growth and energy practices that will enable Avondale to build upon an environmentally sustainable ethic and be preserved for current and future generations.

The Community Facilities Theme process began with a review of the Goals and Objectives for each Civic Facilities' Elements by the TAC. Staff presented this information to the GPAC and has revised this information in response to the GPAC's input. Work on the draft theme is still underway; however the goals and objectives are attached for Council review and comment (Exhibit F).

The Circulation Theme has commenced by coordinating with the Engineering Division in conjunction with the update of the Transportation Plan. Similar to the Civic Facilities process, the Goals and Objectives have been reviewed by the TAC and input is being incorporated by the Engineering Division's consultant. Information generated for this work will supplement the General Plan 2030 Circulation Elements. A presentation to the GPAC for feedback is planned.

Regarding the overall management of the process, the schedule was recently revised and is attached to this report (Exhibit G). The process continues to move forward productively and efficiently. Staff continues to work through the data-collecting process with the GPAC and the TAC. Each group meets regularly to discuss the list of elements by theme. The information obtained through this process is analyzed and incorporated into theme drafts. Following a thorough review by each Committee and related City Boards and Commissions, each draft is uploaded to the General Plan 2030 web page and made available for public comment via the web site.

Estrella Foothills Specific Plan *Draft*

Following the City Council's Estrella Foothills Area Visioning Session at ASU Decision Theater on October 22, 2009, staff received comments from the Arizona Department of Transportation (ADOT) as a result of the solicitation of comments from the City for the required public review period. During this time, staff learned that the preferred southern alignment of the proposed 801 had shifted farther to the south along the Gila River. Given this information and the fact that the shift substantially affected the long term vision, the land use categories proposed, circulation, and pedestrian movement; staff requested that the Planning Commission table this item at the January 21, 2010 meeting to allow staff time to work with ADOT to ensure an alignment that is acceptable to the City Council and economically beneficial for Avondale.

Since this time, staff has held several meetings with ADOT, conducted an analysis on the redistribution of land uses that were affected by the 801 southern alignment shift, discussed the specific land use south of the river with Phoenix International Raceway, and met with Lakin Ranch representatives on their conceptual residential master plan. Staff also discussed the areas long-term land use potential (in keeping with the low density vision) with the Planning Commission, TAC, and GPAC, reviewed the public survey results, analyzed the preferred Estrella Foothills land use plan chosen by City Council, and the direction received during the ASU Decision Theater Visioning Session.

Upon conclusion, staff is proposing an alternative land use plan attached (Exhibit H). The plan as proposed is in keeping with the vision of the City Council to promote larger lot development, lower densities, create a campus style employment core that attracts solar companies in corporate offices, promotes the Tres Rios as an eco-tourism attraction for the area - that accentuates the area's beauty of the Estella Mountains, Gila River, the planned trail system, and small town charm.

The need to retain the open space and rural lifestyle in the southern area as suggested by the GPAC, TAC, and feedback received from residents is illustrated in the alternative land use plan attached. Focusing on the remaining developable land south of Broadway and on the north and south sides of Southern Avenue, this area is recommended to remain as rural low density promoting one single family detached dwelling unit per acre. This type of development promotes a rural lifestyle and estate living where horse privileges may be part of the character. These residences could typically be large detached estate or executive ranch type homes of one or two stories with significant privacy and open space. This land uses will compliment the trail system planned for the area, the long term plan for the sand and gravel existing lakes, and the Durango Channel proposed improvements. Staff also recommends planning for bridal/equestrian trails in the area as an amenity for residents, tourists, and visitors to the area.

In addition to the alternate plan, the original Corporate Park, Village, River Walk, and Festival District

categories had to be re-evaluated. Therefore, as an alternative (still keeping within the initial concept to maintain a “village core” concept), staff is introducing two amended land use categories that will replace the previous Village, River Walk District, and the Festival District. The new categories are referred to as the Estrella Village District and the Gila River Scenic District.

The Gila River Scenic District is proposed as an environmentally-focused, low impact, recreational related development, adjacent to the river, with minimal commercial, and includes boating, hiking, bird watching, and outdoor activities. Types of commercial within this land use could be tourism related retail, gift shops, outdoor equipment rental, coffee shops, or small scale eateries.

The Estrella Village District is proposed as a pedestrian-oriented mixed-use development centralized within the core of the residential area along Broadway and Avondale Blvd within the Estrella Foothills area to promote walk ability, and take advantage of the potential for active and passive recreation along the proposed Durango Channel.

The originally proposed Corporate Park land use category was the most affected by the 801 southern re-alignment and the proposed levee. This district is proposed to be replaced with Business Park and relocated along Dysart Road to take advantage of the proximity to the future interchange at Dysart Road and the 801, and the Broadway alignment across the Agua Fria, previously where the Mixed Use land use category was proposed. This location is beneficial due to its proximity to the Phoenix-Goodyear Airport and other industrial uses on the opposite side of the river. Staff recommends business park uses in this area to promote City Council's vision to obtain a sustainable community that creates high paying jobs for its residents and a obtain a corporate level presence. This area will provide for that, retain the necessary buffers from residential, and complement the land along Van Buren Street and Eliseo Felix Jr. Way reserved for business park and industrial future development.

Staff is requesting feedback and direction from the City Council on the proposed land uses.

In addition, given the timing and the fact that the Estrella Foothills Specific Plan focuses mainly on land use and roadway networks, staff recommends that the Plan be withdrawn and merged into the General Plan update and Transportation Plan update. Should City Council direct staff to withdraw the plan, staff will continue to work with City Council, GPAC, Planning Commission, and ADOT to ensure compatible land uses adjacent to the 801 southern alignment, conduct an economic analysis with Maricopa Association of Governments (MAG), work with Maricopa County Flood Control on the levee design and development, and create street, site, and architectural design standards for the Estrella Foothills area.

Withdrawal of the plan will allow City Council, Planning Commission, and City staff to further study and define growth patterns in the area during the General Plan and Transportation Plan update process and bring back to City Council for further discussion during the process.

DISCUSSION:

Staff will present the progress made on the General Plan 2030 effort. The City Council may pose questions to staff and/or offer comments and direction concerning the work completed to date. Suggestions regarding improving the process are welcomed. Direction to withdraw the Estrella Foothills Specific Plan is also requested. No formal action is required.

RECOMMENDATION:

This item is for information, discussion, and direction only.

ATTACHMENTS:

Click to download

- Exhibit A - Channel 11 Slides

- Exhibit B - Survey Results
- Exhibit C - Land Use Theme
- Exhibit D - Economic Vitality Theme
- Exhibit E - Sustainable Development Theme
- Exhibit F - Community Facilities Goals and Objectives
- Exhibit G - General Plan 2030/New Schedule of Critical Dates
- Exhibit H - Estrella Foothills Land Use Map 9-13-10 Option

EXHIBIT A

General Plan 2030

Development Services Department
Planning Division
623-333-4000

What is the General Plan?

- The *General Plan* is a comprehensive, long-range statement of goals and related policies that guides physical, economic, and environmental growth and revitalization of a city. It acts as a blueprint for future growth and development by guiding the City's day-to-day decision-making for land use and City services.

Why is it needed?

- It is mandated by the state legislature under the Smart Growth Plus legislation. However, it does more than just meet legal requirements. It is a statement of our community's values and a vision of Avondale's future growth and evolution.

Why Should You Get Involved?

Your input is necessary to determine how Avondale should develop and grow.

What is important to your community?

- Neighborhoods
- Arts and Culture
- Parks and Recreation
- The Old Town Charm
- Preservation of Open Space
- Environmental Sustainability
- Economic Development Opportunities
- Transportation and City Infrastructure

General Plan Community Meetings

The City of Avondale is pleased to offer two public outreach presentations this year on the draft of the City's General Plan Update 2030, the blueprint for growth in Avondale for the next 20 years. Community members are encouraged to participate to review the elements of the plan and provide feedback. Meeting times and locations are as follows:

Location	**Date/Time**
Estrella Mountain Community College 3000 North Dysart Road Avondale, AZ 85323	July 8, 2010 Thursday Evening 6:00 PM
City of Avondale Council Chambers 11465 W. Civic Center Drive Avondale, AZ 85323	October 19, 2010 Tuesday Evening 6:00 PM

Citizen Participation

- Avondale would like to hear from its residents and business owners
- Visit us at **www.avondale.org/generalplan** to review the latest drafts of the General Plan update and provide online feedback on each element of the Plan as its becomes available.
- Current information as the plan develops will be posted on the Planning website for your review.

City of Avondale
Development Services Department
Planning Division
623-333-4000

Contact us to learn more about the
General Plan Update 2030

AVONDALE 2030
GENERAL PLAN UPDATE

GENERAL PLAN 2030
Summary of General Plan Update Survey Results

EXHIBIT B

1. What do you like about living in Avondale?

Residents responded to this question with a commonality of several factors to include the appreciation of the small town feel, the charm of Old Town, parks and open space - more specifically the Gila River and the Estrella Mountains. Responses also included a genuine appreciation for the professionalism of staff, City Council, city leadership, and the opportunity to be involved with the growth of the City. Additional feedback focused on the benefits of the close proximity to the I-10 and 101 freeway corridors, affordable housing, mountain views, landscaped neighborhoods, rural/country lifestyle in the southern part of the City, well placed shopping centers, family friendly activities, and good service.

2. What do you dislike about living in Avondale?

Residents responded to the question with a mixture of responses stating they disliked the fact that Avondale is not a bicycle and pedestrian friendly community, there are minimal walking areas to connect to parks and open space, lack of jobs, mass transit, and thought the schools could be improved on. Many residents stated they would like to see less crime and graffiti, more business retention for small to mid size businesses, a variety of stores, more restaurants, malls, farmers markets, craft fairs, tree foliage, and community events

3. What would you like to stay the same in Avondale?

Residents responded to this question stating they would like the accessibility to City officials and good employees to remain (to include fire and police), keep a small community and small town feel with caring and pro-active city council members and citizens, and stay responsible and forward thinking. Residents would also like innovative business development, affordable senior housing, more marketing for PIR, the personal feel to the city, stay rural with open space, parks, and farms, and retain the peaceful nature of the area – Estrella Mountains, Gila River, the Old Town charm and Western Avenue. Also keep lower buildings to retain views, and retain small shopping opportunities on Central.

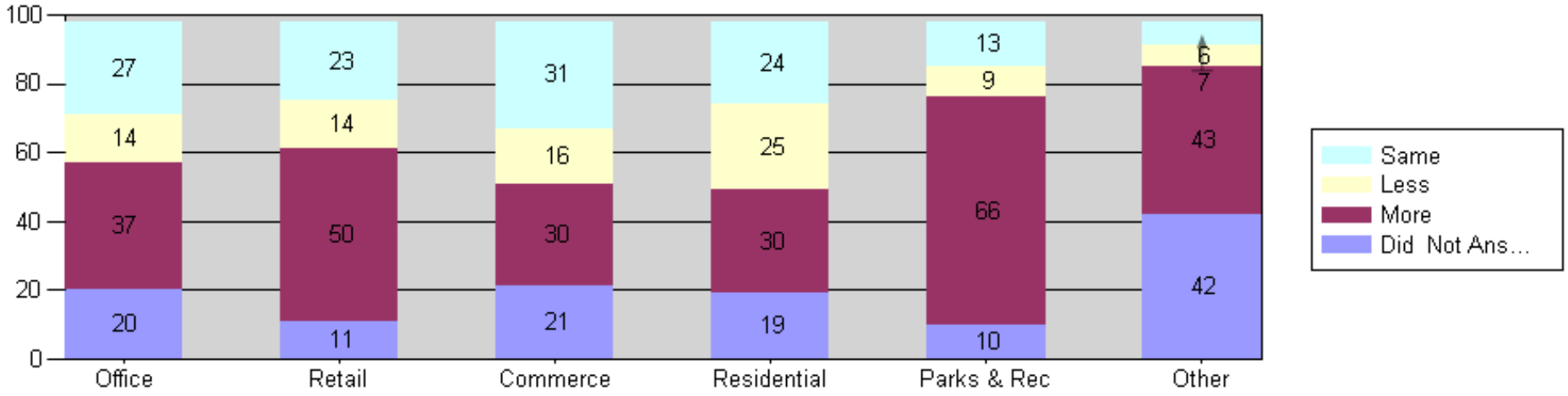
4. What would you like to change in Avondale?

Residents would like Avondale to expand and grow the job base along the I-10 Corridor and Van Buren, increase the tourism potential, retain open space and the rural feel in the Estrella Foothills area, add more parks, better schools/investment in education at the elementary and junior high level, remove crime and gangs, add more bike lanes, public transit, focus on solar energy, provide a large farmers market, work with the other southwest valley cities to create a master plan, provide more activities for the residents, be fiscally aggressive, attract more businesses, add mid to high end retail, upscale housing, more sidewalks and trees, more golf courses, and more nature – trees, shade, grass/turf, areas for wildlife, and animals to roam (add dog parks).

5. What should Avondale be like in 10 years? (What is your vision for the City?)

Residents stated the following were important: Become a tourism hub for outdoor activities, golfing community, wildlife, river water sports, expand the Estrella Mountain area, provide higher end housing by the mountain areas, become a clean middle class community with views of the mountains, large parks, and low level sky line, have statewide recognized schools, a clean beautiful Tres Rios area, a great place to raise a family, ethnic diversity, have an industry that boosts job base and is a shining example for other cities in Arizona. Residents also stated that Avondale Blvd should reflect business and entertainment, a clean city with above average home values and upscale neighborhoods, a more balanced city of business, industry, and housing, with more places to work in the scientific fields like engineering with higher wage jobs. Residents want old fashion quiet neighborhoods where everyone knows each other, crime free with more shopping centers and better restaurants.

6. Please indicate whether you would like to see more, less, or about the same of each of the following:



MORE

A center of attraction (i.e. Avondale Blvd)

Attractions (indoor golf)

Bicycle paths and routes!!!

Civic needs

Code enforcement

Community and senior centers north of I-10

Grass, trees, flowers, smiles

Green belts along streets

Higher end housing, housing variety (lofts)

Ice cream shops

Improve the government offices

Local historical projects

Low cost activities for families

Mall

LESS

High density housing

Traffic

ABOUT THE SAME

Avondale

I think we have enough parks

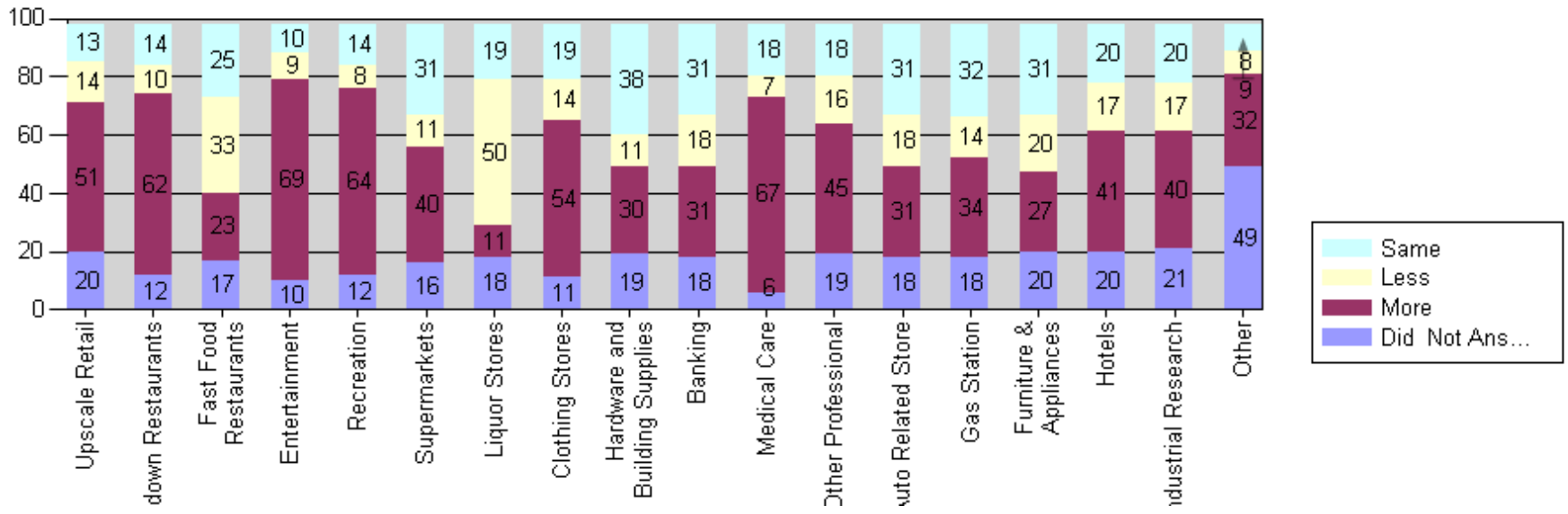
Social Security Office

MORE	LESS	ABOUT THE SAME
More local jobs		
More safety		
Nature and dog parks		
Open space		
Parking		
Police		
Police/Law Enforcement		
Senior citizen trips like Goodyear has.		
Swimming opportunities for young children		
Variety of culture areas		

7. Please indicate which types of housing you would like to see more, less, or about the same in the city:

MORE	LESS	ABOUT THE SAME
Houses with shared yard/recreation space	HOA Homes	More shopping centers
Large lots with large garages	Low income & housing	townhouse
Loft style living	Neglected mobile homes	
Lofts, duplexes, newer modes	Section 8 houses minimized	
Non-concrete homes (brick)	Small lot, cheap homes - The city follows what type of residents it has.	
Senior		
Workforce housing		

8. What kinds of uses and services would you like to see more, less, or about the same of in the city:



MORE

Art galleries

Art galleries

Children/medical services

Churches

Collaboration with City regarding new SW Valley amenities

corporate companies

Jobs

Mall

Medical parking

Non-chain restaurants

Recreation, Skyscraping buildings. Family run restaurant

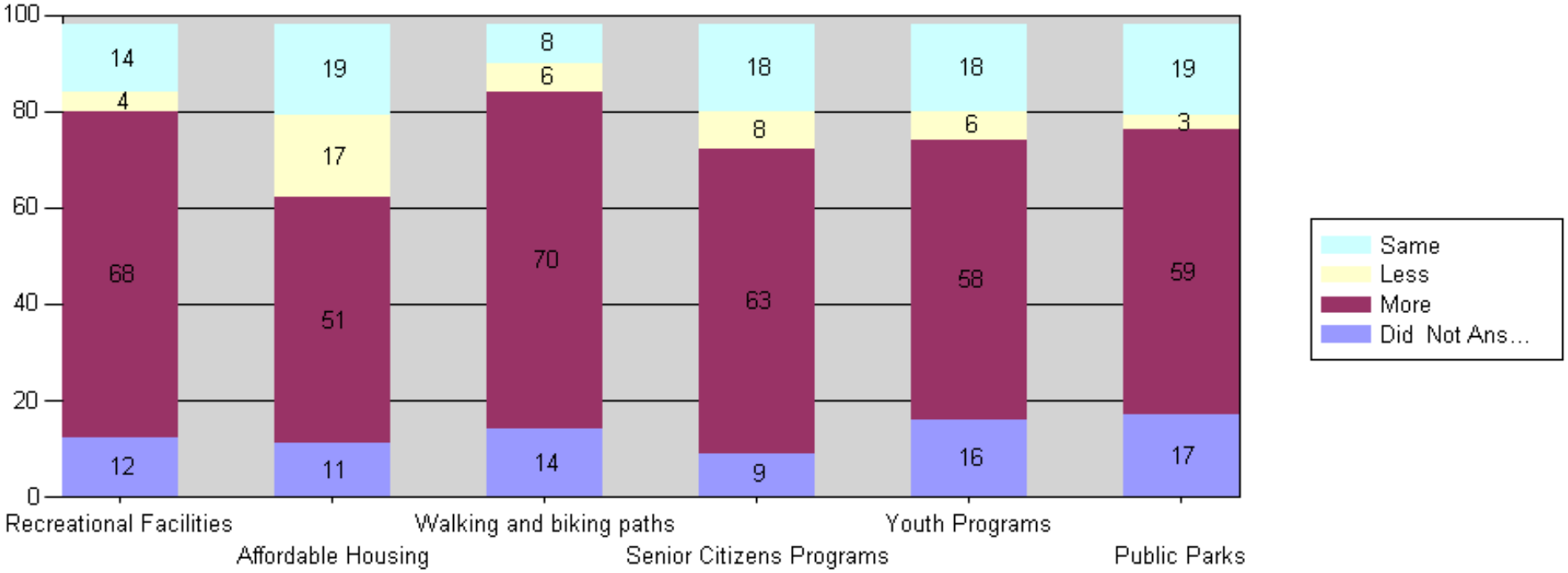
LESS

Anything else

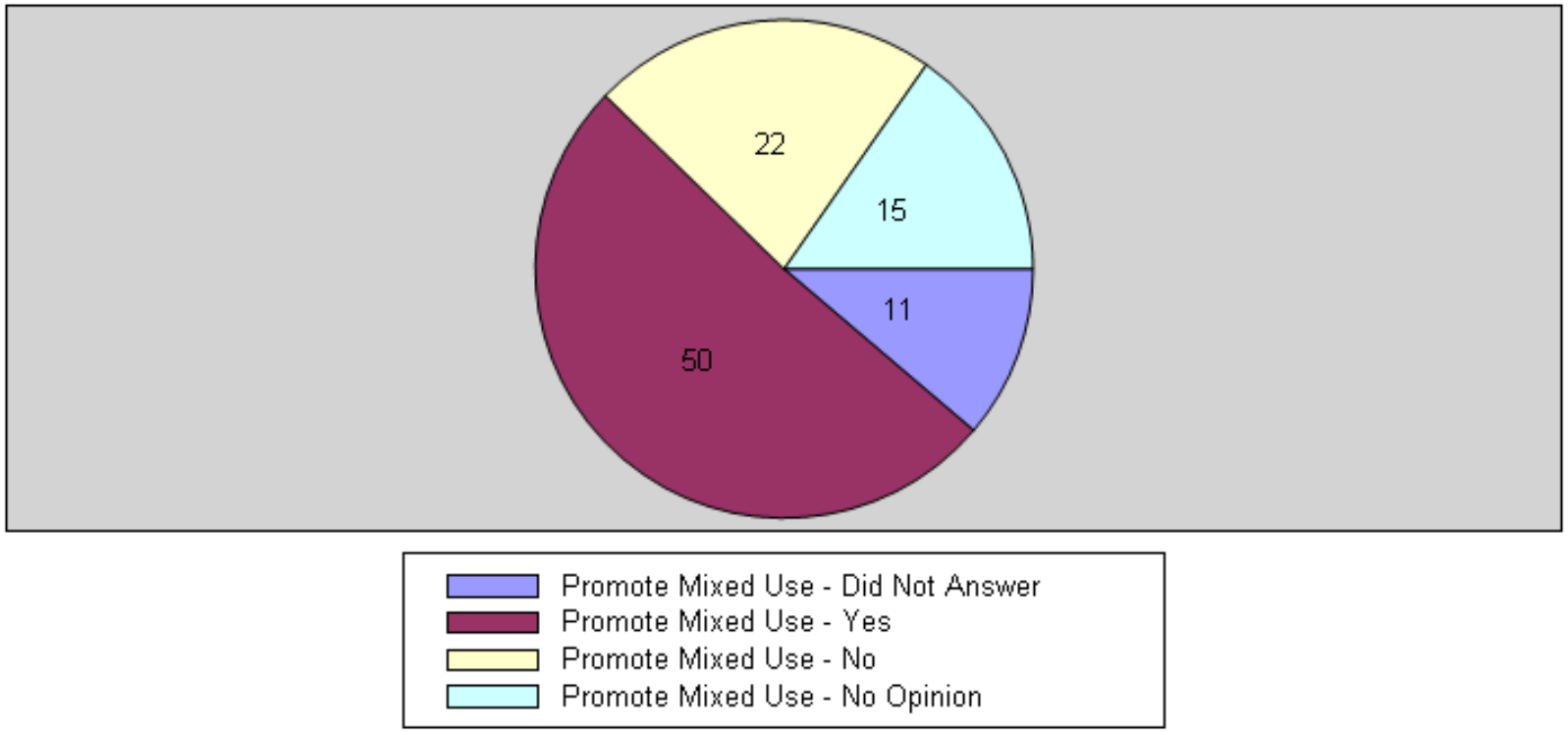
Walmart

ABOUT THE SAME

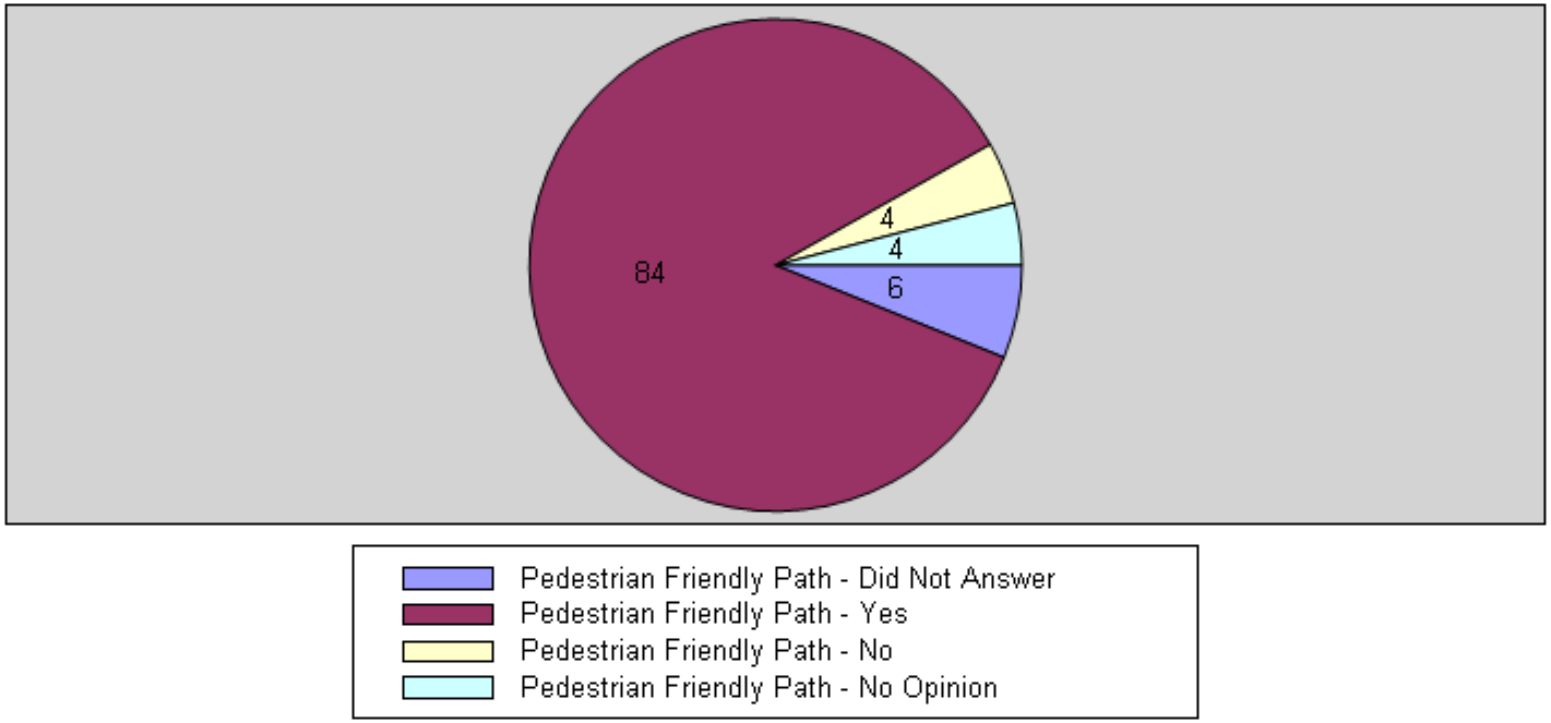
9. Do you feel more, less, or about the same of the following are needed in Avondale:



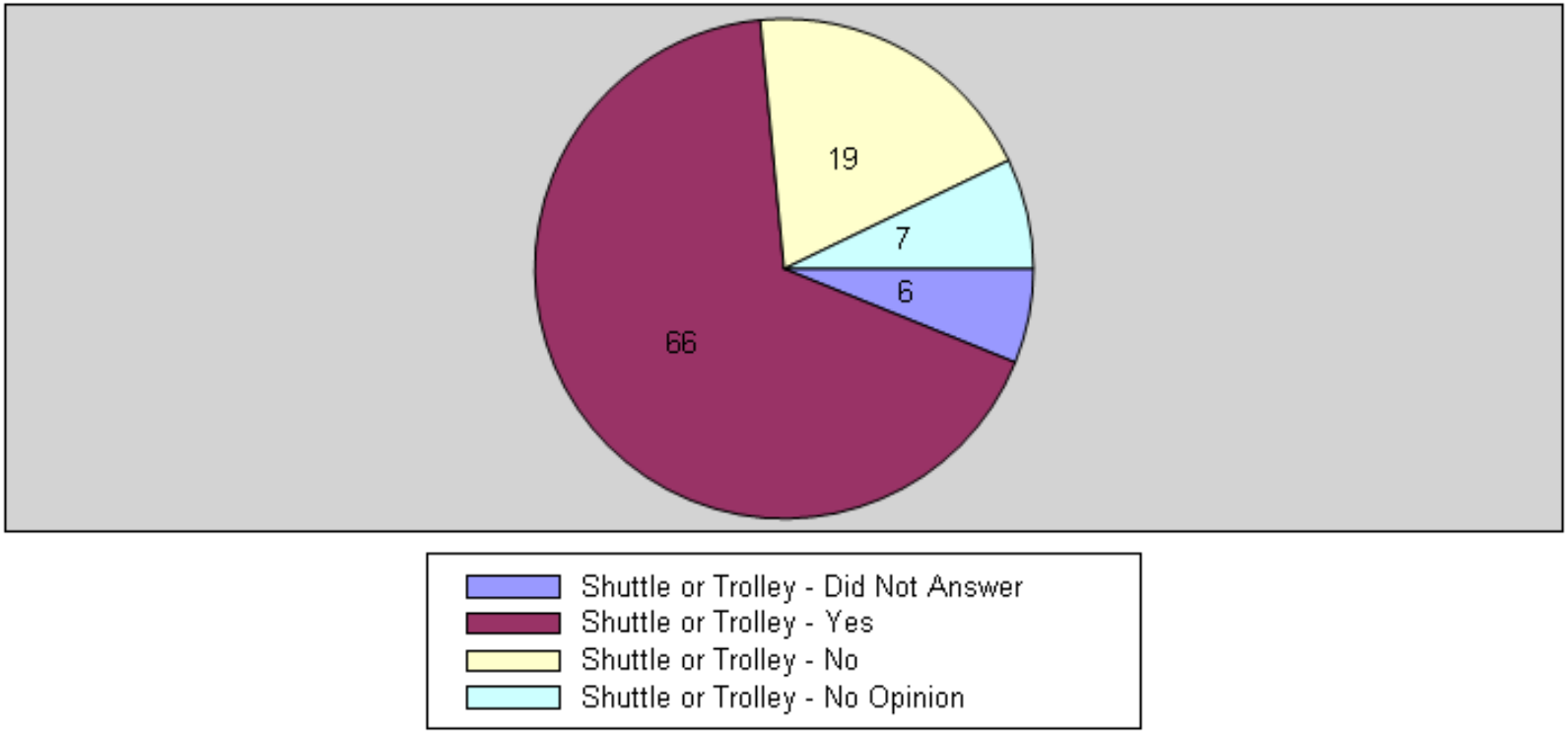
10. Do you support promoting mixed-use (residential and commercial on the same site) projects in the city?



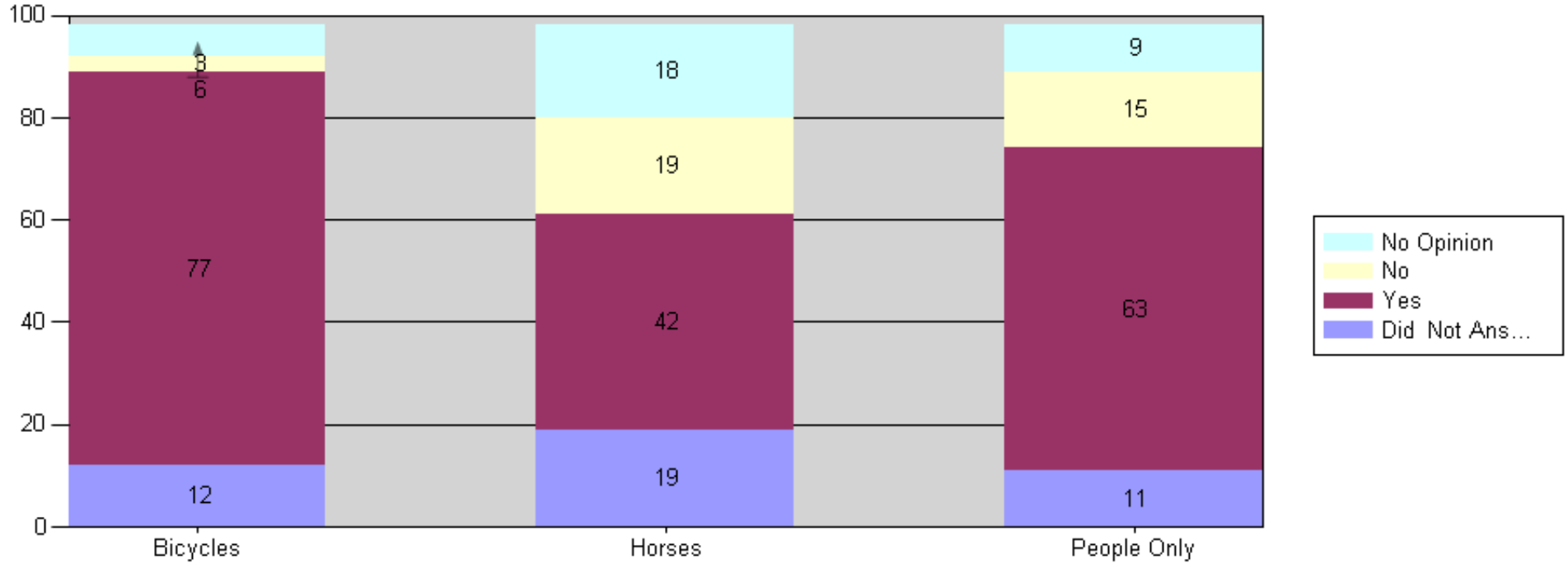
11. Would you support the development of pedestrian friendly paths that would allow residents to walk between schools, shopping, libraries and residences more easily than now?



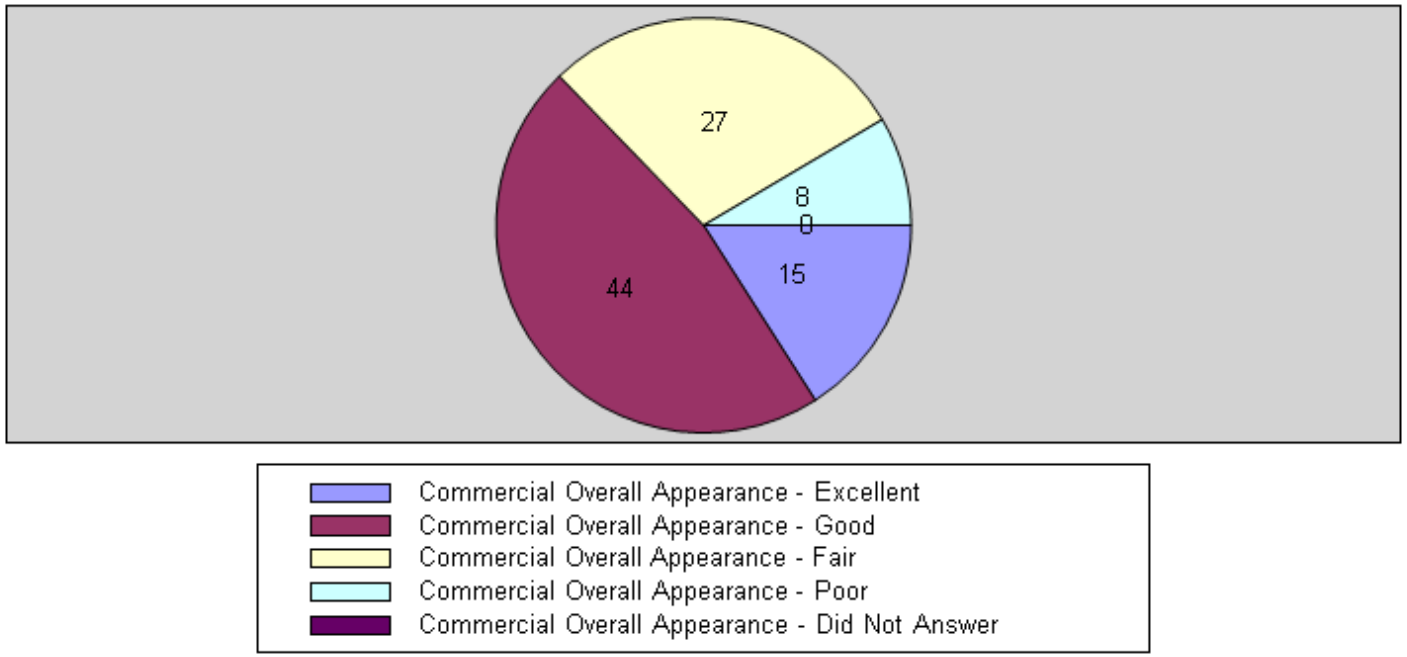
12. Would you use a shuttle or trolley that would link shopping, jobs, recreational facilities and residential areas?



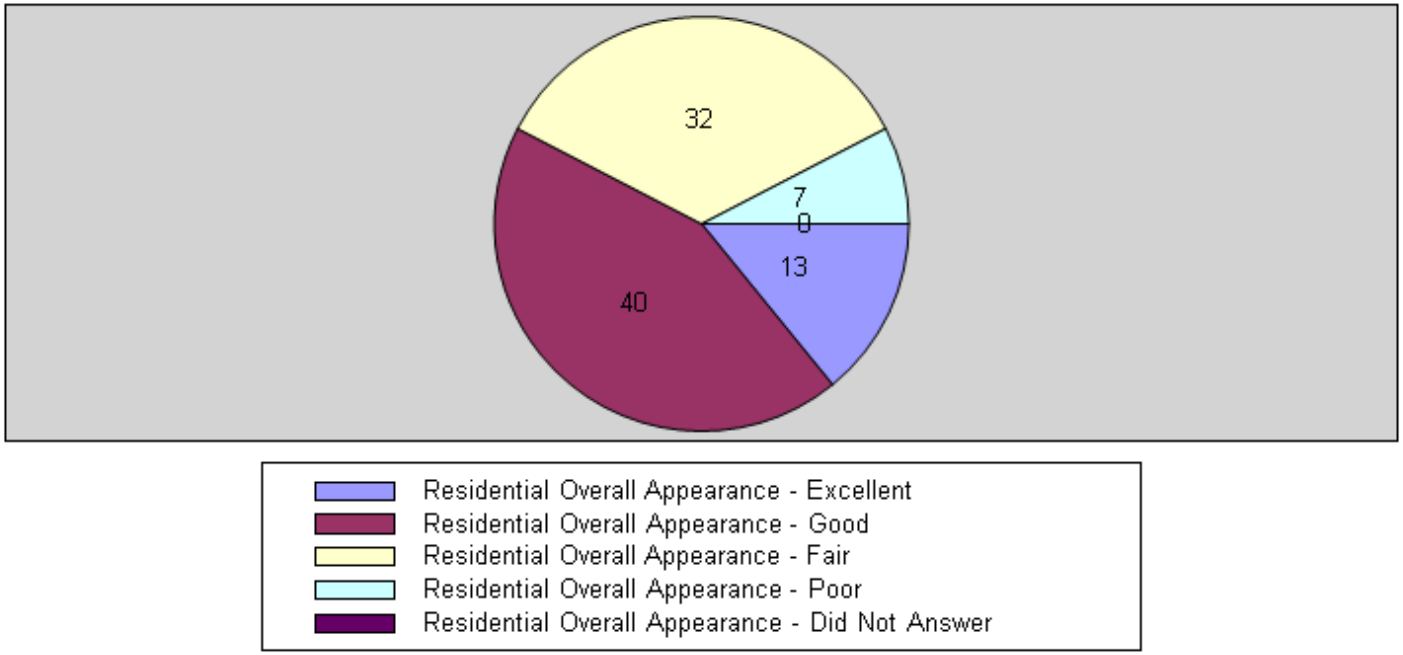
13. Should the city develop a trail system for use by bicycles, horses, and/or pedestrians?



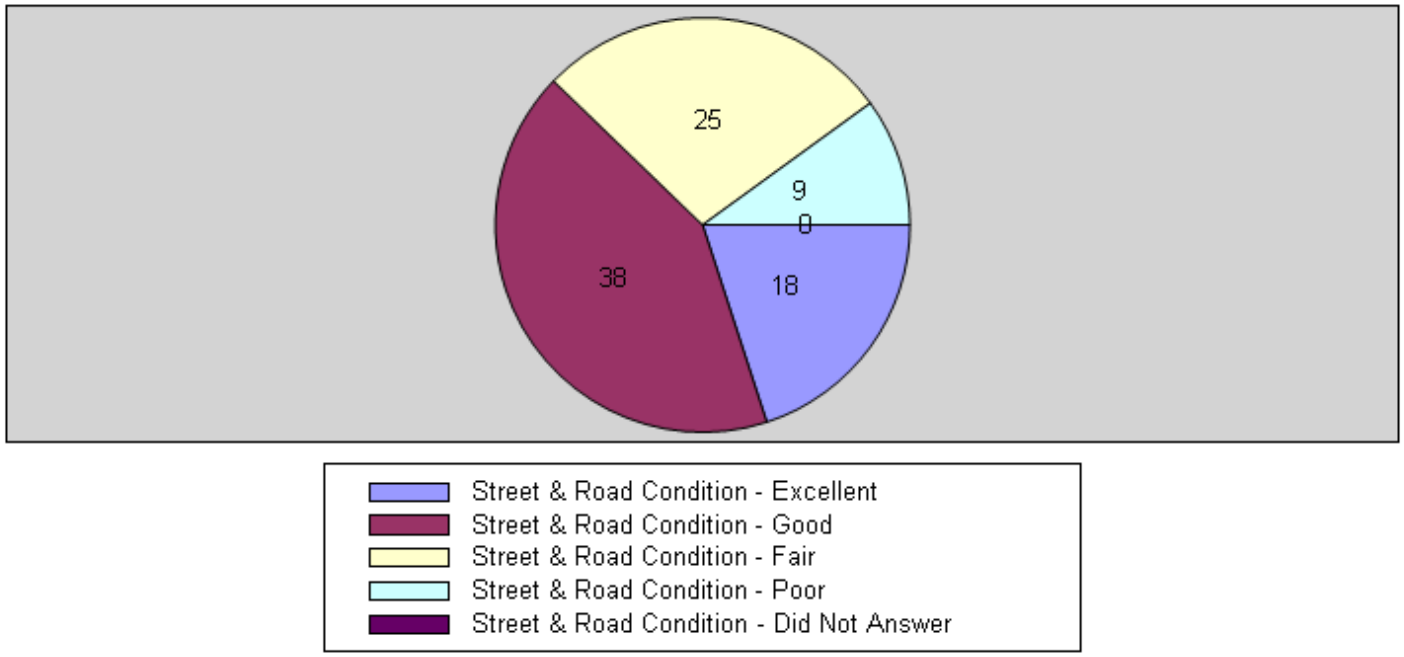
14. How would you rate the overall appearance of the City's commercial areas?



15. How would you rate the overall appearance of the City's residential areas?



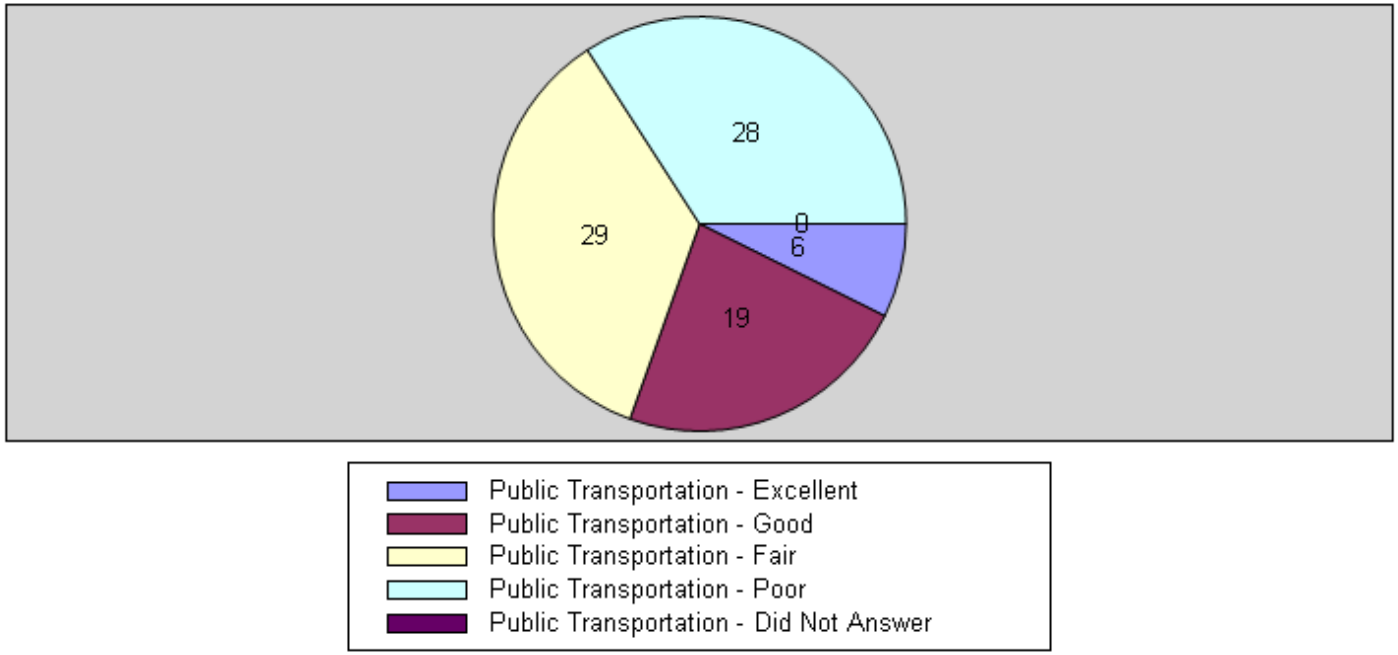
16. How would you rate the physical condition of streets and roads in Avondale?



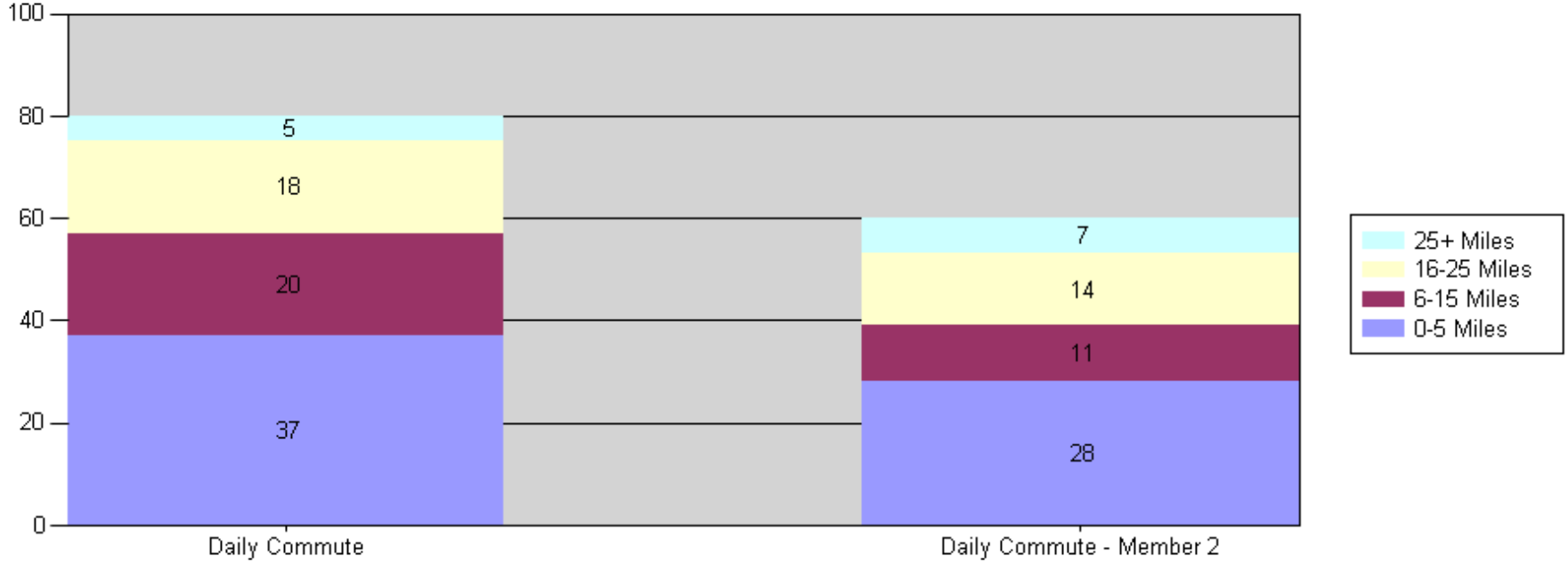
17. Do you think there are any streets in the City in which traffic flow could be improved? If so, please list.

Van Buren and Avondale Blvd
Dysart and Van Buren
Western Avenue and Dysart
Rancho Santa Fe Blvd and Dysart
McDowell Road at Avondale Blvd
McDowell Road at 99th Avenue
107th Avenue and Lakeshore Drive
Avondale Blvd and Encanto
Dysart and Litchfield Roads
Avondale Blvd and 107th Avenue
Thomas Road between the 101 and 107th Avenue

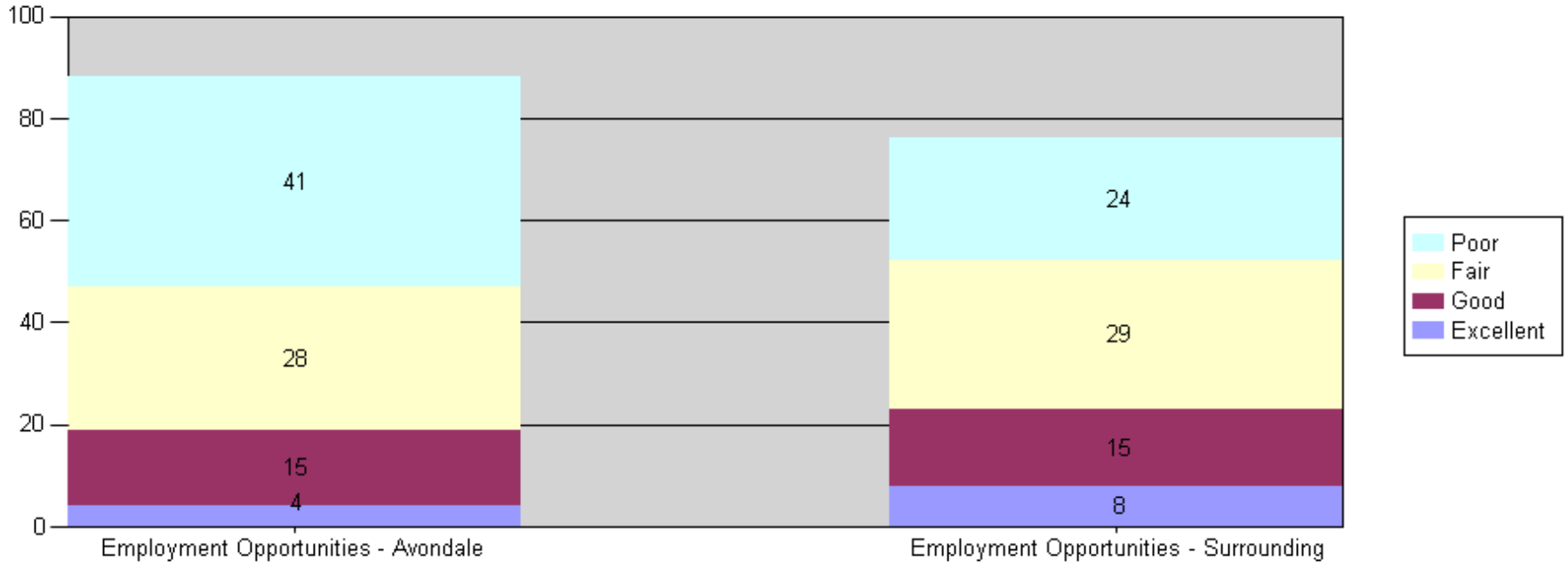
18. How would you rate the public transportation system (buses) in the City?



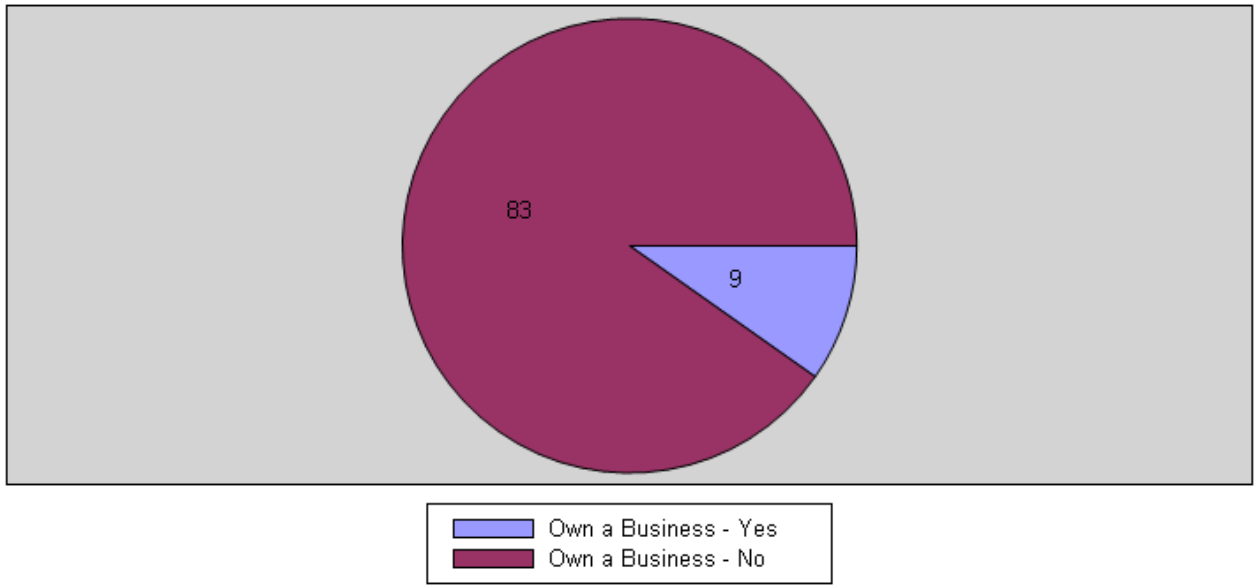
19. How long (in miles) is your daily one-way commute?



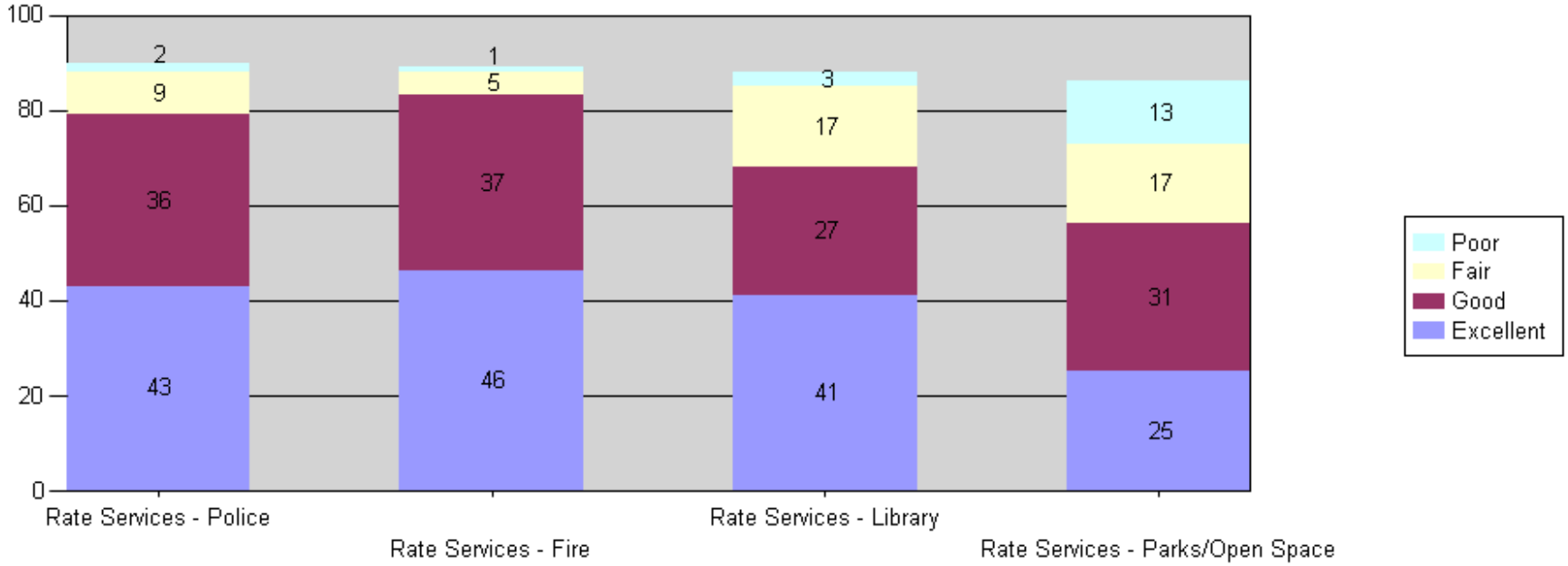
20. How would you rate the availability of employment opportunities in the City and surrounding area?



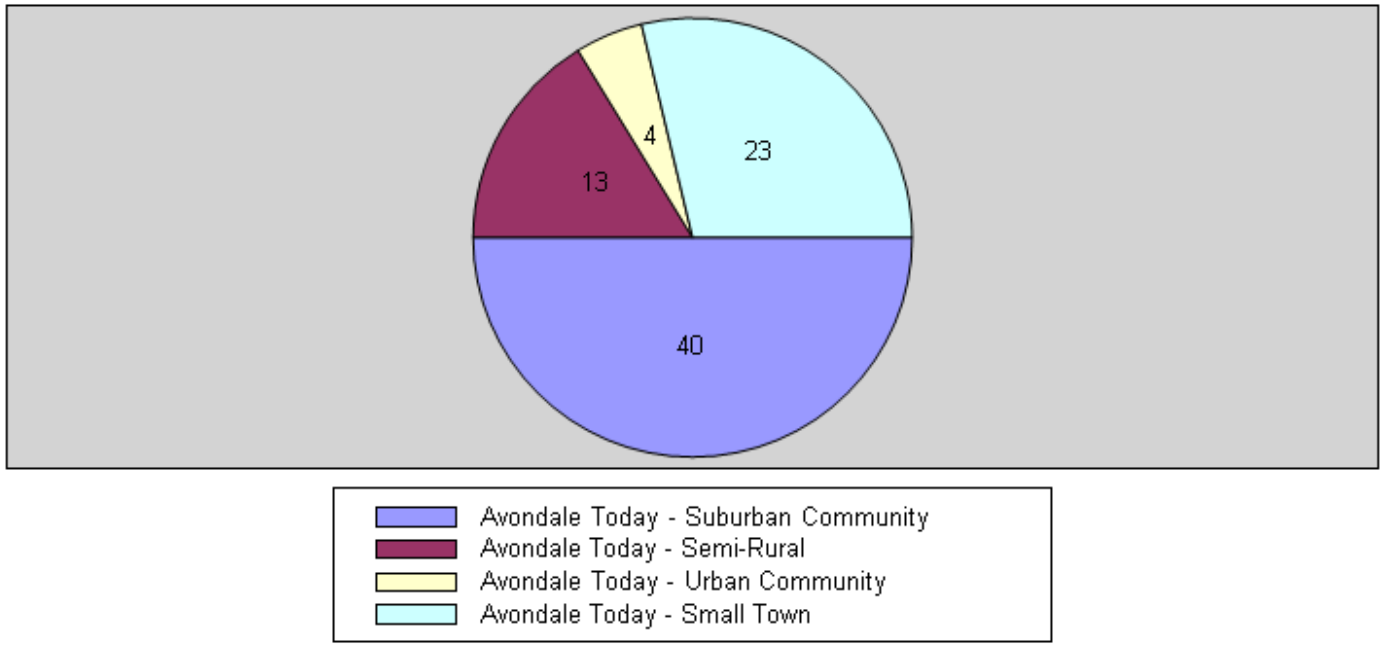
21. Do you own a business in Avondale?



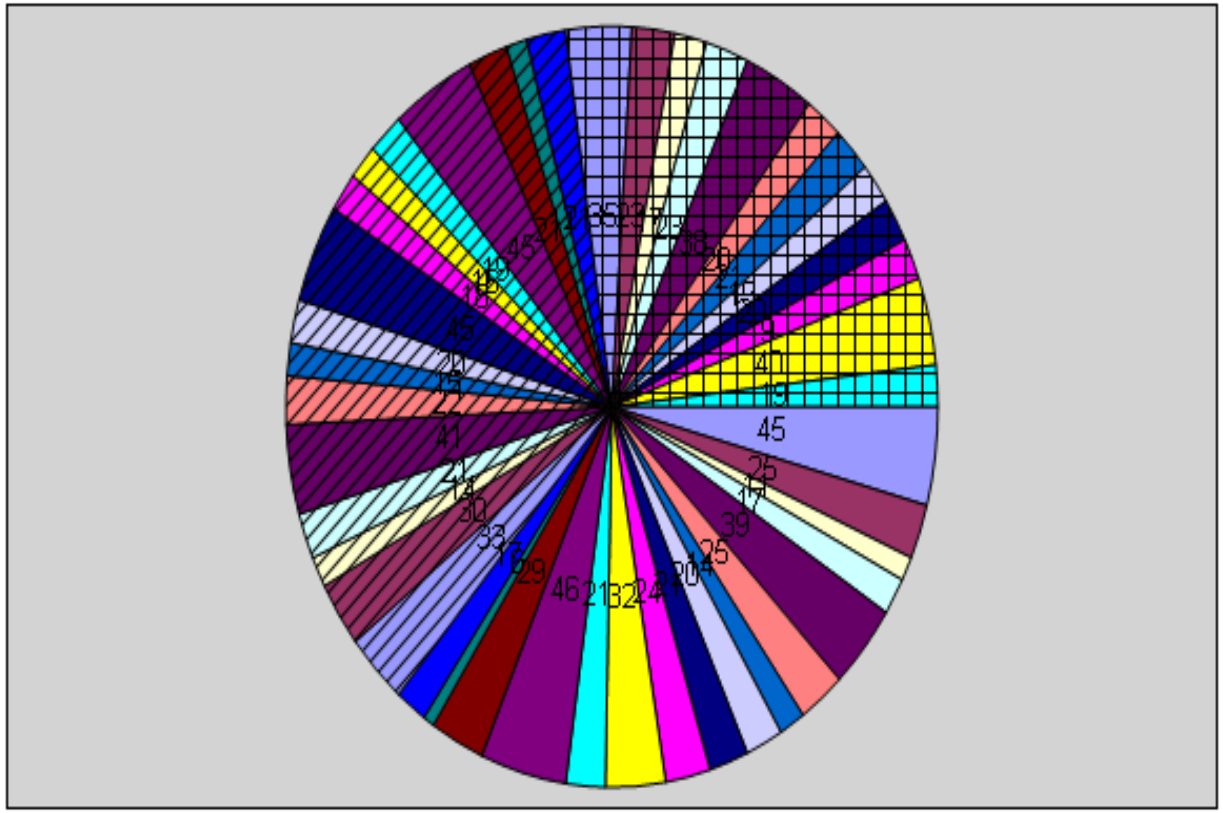
22. How would you rate each of the following public services?

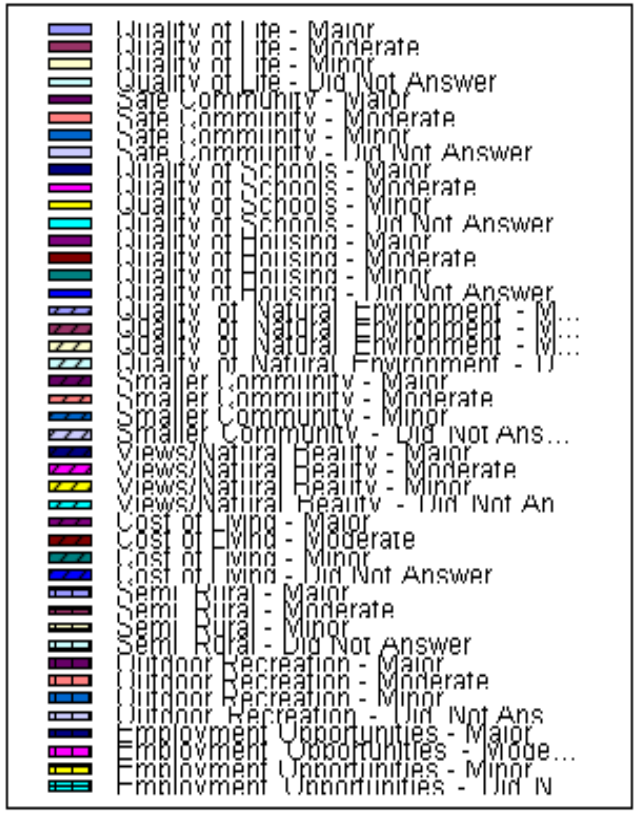


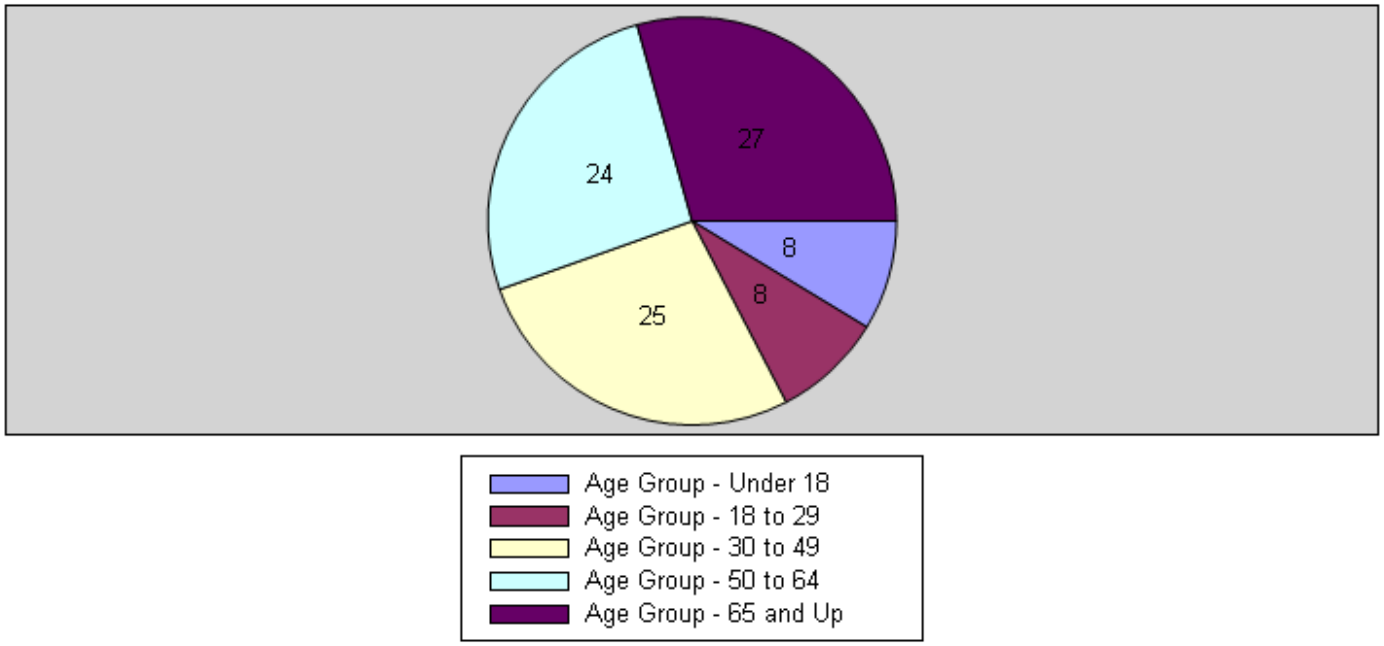
23. Which of the following best describes Avondale today?



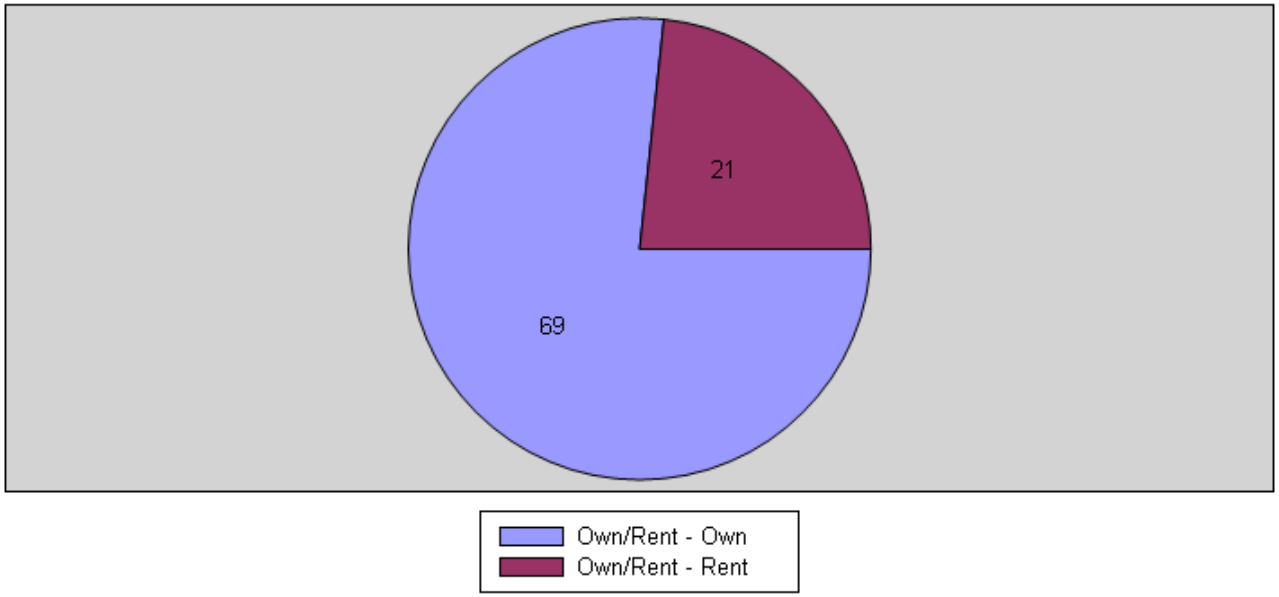
24. Why did you choose Avondale as a place to live? For the following items please indicate whether each is a major, moderate, or minor reason for your decision.



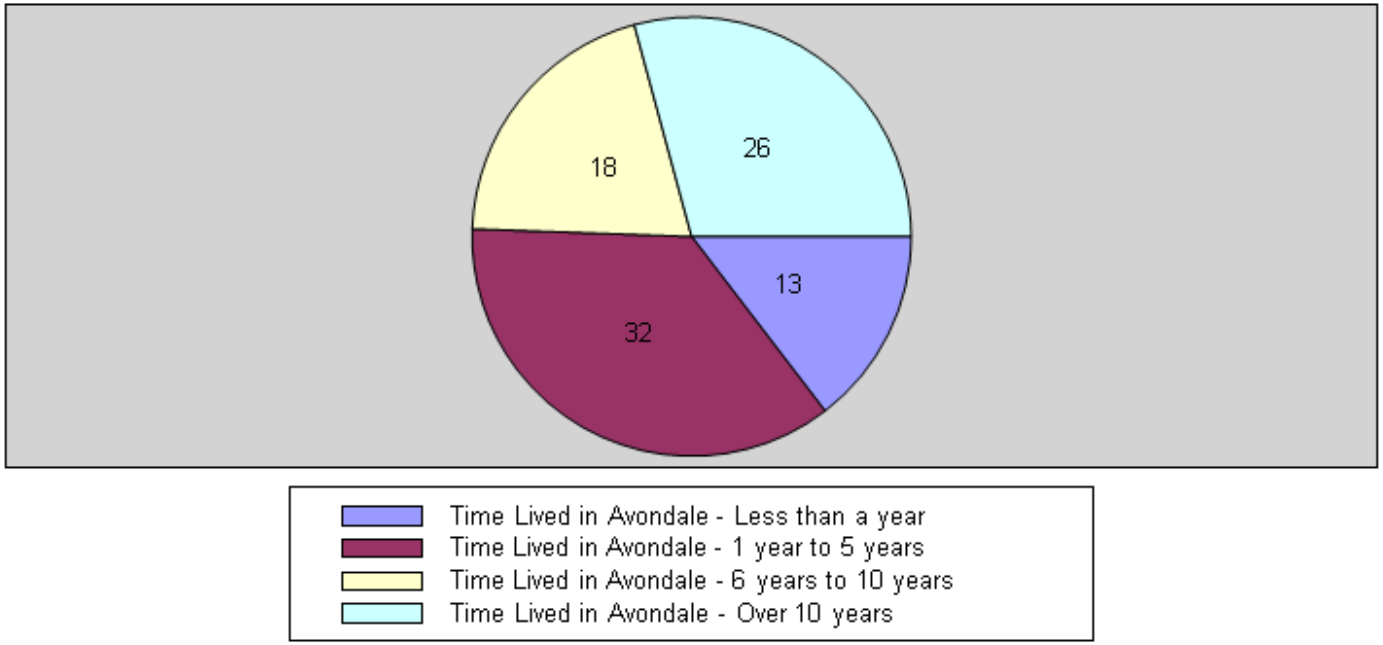



27
24
8
8
25
Age Group - Under 18
Age Group - 18 to 29
Age Group - 30 to 49
Age Group - 50 to 64
Age Group - 65 and Up

25. Do you own or rent your place of residence?



26. How long have you lived in Avondale?



27. What neighborhood do you live in?

4th Street and Van Buren
Avondale Blvd and Lower Buckeye
Apartments on Madison
Cambridge Estates
Cashion
Coldwater
Coldwater Ridge
Coldwater Creek
Coldwater Springs
Corte Sierra
Crystal Point
Crystal Ridge
Diamond Ridge
Donatela
Durango Park
Garden Lakes
Garden Trails
Glenhurst
Glenarm Farms
85/Main
Las Ligas
Los Arbolitas
Old Town
Rancho Santa Fe
Rio Crossing
Roosevelt Park
Roseland Road
Sage Creek
Sanctuary

S. Avondale
Starlight Trails
Tres Rios
Westwind

28. Do you have any comments or suggestions for the General Plan? What is it about?

Residents responded as follows:
For the Estrella Foothills Area – don't duplicate Garden Lakes, Gateway Pavilions, Crystal Gardens, or 107th and Lower Buckeye.
Research "The Farm" in Gilbert – Great Community and something that would be unique to the West Valley.
Keep the public updated on the timing of the General Plan.
This town is on the right track.
Keep the farms/acreage parcels, parks, community fun.
Install more trees to provide shade.
Add more bicycle trails and paths.
Complete City Center and the civic center corridor.

29. Do you have any other comments regarding land use, transportation, economic development, or quality of life in the city, or would you like to add more specific comments regarding any questions asked in the survey? The following were responses received from residents as a conclusion to the survey.

Land use is so unique in the south part of the city, that it is important to keep as much as possible that way, without limiting landowner's rights to development. Also, a trail system to create communities within communities would be nice and better public transportation in the area, especially linking to Phoenix. Continue to push for an expansion of the light rail, mass transit, office buildings for job opportunities, plant more trees, add wider/lighted sidewalks, and gardens, and more parks and recreation.

EXHIBIT C

Land Use Theme

Preface

Our development patterns have been framed around our infrastructure and historic views of our resources. For example, in the past, the rich soils deposited in the Gila, Salt, and Agua Fria floodplains were viewed as ideal locations for agriculture. The sandy riverbeds were considered prime locations for sand and gravel mining operations. As our population has grown, we continue to recognize the value of the rivers as open space amenities, which improve the quality of our lives by providing an escape from the developed landscape of our City and the Phoenix metropolitan area. We recognize that these amenities have the potential to attract visitors, who benefit our community by shopping and dining within our borders.

We supplement our natural open spaces with an amazing public park system, boasting two of the larger active civic recreational spaces in the region. With the opening of Friendship Park and Festival Fields in the last decade, these facilities are amazing amenities that are conveniently located for use by not only our residents, but by people from our neighboring cities as well.

Our remaining farms, once viewed solely as economic enterprises, now provide character and a sense of history to our community. While we recognize that as development occurs, agricultural and livestock uses will become more difficult to maintain, we actively strive ~~hope~~ to retain ~~some of~~ our rural heritage ~~character~~ and lifestyle through policies requiring larger lots and lower densities in certain areas of the City.

Throughout the Valley and the nation, traditional downtowns have been replaced with big box stores ~~and shopping malls~~ , suburban shopping centers, and regional power centers. While we enjoy the "big city" benefits and conveniences of these newer retail ~~establishments~~ models, we ~~hope to~~ place the utmost importance on retaining our "mom and pop" ~~small-town~~ character through the conservation and rehabilitation of the Old Town ~~downtown~~ business core.

We value our newer subdivisions, which provide quality housing for our ~~new~~ residents and contribute towards establishing Avondale as a modern City with new neighborhoods and amenities for its residents. At the same time, the City's older neighborhoods continue to provide diverse housing opportunities and contribute to the ~~a~~ sense of history in our community. We strive in the future to be able to provide an even greater range of housing types and lot sizes to make Avondale a community our residents never have to leave.

As Avondale has grown, opportunities for residents to expand and enhance their knowledge, abilities, and career options have grown as well. The diverse selection of educational opportunities available within our City includes excellent elementary and

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high schools from several school districts, nationally attended technical and vocational schools such as Universal Technical Institute (UTI), and regional institutes of higher learning, namely Estrella Mountain Community College (EMCC). We recognize that providing for quality education is the cornerstone of any successful place and, as a result, we take all possible steps to support their development and expansion needs.

We ~~continue to~~ view Avondale's location amidst the I-10 and Loop-101 highways as a valuable resource for attracting and retaining jobs and retail development to Avondale. With the completion of ~~this facility~~ these highways over ~~a decade ago~~ the past twenty years, doors have been opened to facilitate ~~we have seen~~ the development of a variety of commercial and industrial ~~employment~~ uses which serve not only the Phoenix region, but also the ~~and~~ not so distant Los Angeles market~~s~~.

The West Valley is quickly emerging as the region's sports and recreation hub. We are thankful for the recognition, prestige, and economic impact that Phoenix International Raceway contributes to Avondale and seek new opportunities to expand that impact in the form of the Estrella Foothills Specific Area Plan. We also recognize that our City's proximity to University of Phoenix Stadium and Jobing.com Arena presents a great opportunity to attract tourism, hospitality, entertainment, and dining users to our City.

We are excited about the prospect that our City Center will develop into the region's premier mixed use destination, a place for people to live, work, shop, and play in a visually stunning pedestrian oriented environment. The American Sports Center project, the result of a public/private partnership, represents a momentous first step towards realizing this vision. We take pride in the fact that Avondale is at the forefront of city planning, visionary rather than reactive, creative rather than stagnant.

Avondale is unique, choosing to appreciate and maintain our heritage while also proactively seeking innovative ways to improve our quality of life. Avondale truly is a "City on the Move"!

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Introduction

Avondale's land use plan is our community's blueprint for growth. Its purpose is to guide the City in making land use changes to achieve a balanced community. The Land Use Theme contains goals~~, policies~~, and objectives that provide direction on how we envision our community developing in the future. It includes a Land Use Map that describes the location, intensity, and density of land uses that we want in our community. This element is in conformance with ARS § 9-461.06.

Past, Present, and Future Trends

To determine where we must go, we must first understand where we came from. The 1990 General Plan described Avondale's planning area as greater than 40 square miles, with approximately 69 percent of the planning area north of the Gila River undeveloped or used for agriculture as of 1995. An analysis of existing land use indicates the following land uses in Avondale, as of 1995, north of the Gila River:

~~The 1990 General Plan describes Avondale's planning area as greater than 40 square miles. The 2002 Plan area encompasses almost 94 square miles. Two-thirds of the planning area is south of the Gila River and undeveloped. As of 1995, 72% of the planning area north of the Gila River was undeveloped. Approximately 58% of the area north of the Gila River remained undeveloped in 2000.~~

~~An analysis of existing land use, from the Maricopa Association of Governments 1995 coverage, indicates the following land uses in Avondale, as of 1995, north of the Gila River:~~

Table 1 - Existing Conditions in 1995 (North of Gila River)	
Land Use Description	**Percent**
Agriculture	57.94%
Vacant/Undeveloped	10.76%
Commercial	0.71%
Residential (Sum or Residential Subcategories)	14.20%
Large Lot Residential	*5.82%*
Medium Density Residential	*0.24%*
Small Lot Residential	*8.14%*
Transportation/Right-of-Way	1.12%
Employment/Industrial	0.87%
Open Space (Improved or Unimproved, Excluding Public Parks)	12.78%
Public Parks	0.28%

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Public Facilities	1.34%
TOTAL	100.00%

Source: 1995 Maricopa Association of Governments Existing Land Use Coverage

The preceding table ~~Table 2~~ illustrates that as of 1995, agriculture was the predominant land use in Avondale. The next largest land use category was vacant land, followed by water (areas of the floodways, floodplains, drainage structures, and canals). In total, residential land use accounted for 14.2 percent of the land area north of the Gila River in 1995. Commercial and industrial development, which supply much needed jobs and tax base, combined to total only 1.58 percent. Even in 2000, after the initial building boom in the southwest Valley had occurred, approximately 58 percent of the area north of the Gila River remained undeveloped and commercial and industrial uses were largely non-existent. Avondale truly was an emerging bedroom community, relying upon neighboring Phoenix to supply jobs, goods, and services to our expanding population.

Now contrast those numbers to the existing conditions data from 2010. In only a matter of ten years, the amount of undeveloped/agricultural land north of the Gila River has dropped to approximately 31 percent. An analysis of existing land use indicates the following land uses in Avondale, as of 2010, north of the Gila River:

Table 2 - Existing Conditions in 2010	
Land Use Description	**Percent**
Agriculture	18.86%
Vacant/Undeveloped	11.88%
Commercial	3.69%
Residential (Sum of Residential Subcategories)	25.25%
Low Density Single Family Residential	*2.89%*
Medium Density Single Family Residential	*12.96%*
Medium High Density Single Family Residential	*4.41%*
Un-Subdivided Single Family Residential	*3.06%*
Multi-Family Residential	*1.47%*
Mobile Home Park	*0.46%*
Transportation/Right-of-Way	14.37%
Employment/Industrial	6.20%
Open Space (Improved or Unimproved, Excluding Public Parks)	13.44%
Public Parks	0.73%
Public Facilities	5.58%
TOTAL	100.00%

Source: City of Avondale Planning Division Existing Conditions Survey

Agriculture is no longer the predominant land use in Avondale. Approximately a quarter of the land north of the Gila River is developed with a variety of residential types and lot sizes, with medium density subdivisions ranging between 2.5 and 4 dwelling units per acre being the most commonplace. Commercial development now accounts for 3.69 percent of the study area; land used for industrial and employment generating uses accounts for more than 6 percent of the land area.

While agricultural uses have not disappeared from the City altogether, they are undoubtedly becoming less visible by the day. A comparison of existing conditions between 1995 and 2010 shows the following trends:

Table 3 - Changes in Existing Conditions 1995-2010

Land Use Description	Change as % of Total
Agriculture	-39.08
Vacant/Undeveloped	+1.12
Commercial	+2.98
Residential (Sum or Residential Subcategories)	+11.05
Transportation/Right-of-Way*	+13.25
Employment/Industrial **	+5.33
Open Space (Improved or Unimproved, Excluding Public Parks)	+0.66
Public Parks	+0.45
Public Facilities	+4.24

* A comparison of the two tables shows an sizeable increase in the percentage of land devoted to transportation/right-of-way. This is a result of the 1995 study including only arterial streets in the calculation. The 2009 data includes all public streets, including local streets, thus leading to a large percentage increase.

** The 1995 data set did not count the mining and landfill operations occuring within the City as an employment/industrial use, but rather as open space. The increased percentage of land calculated as being developed with employment uses is thus partially due in part to this re-classification of use.

In fifteen years, the only land use category to show decline is agriculture. Residential use has seen tremendous growth, as has commercial, employment/industrial, and public facilities. The amount of land developed for transportation (street right-of-ways, etc.) has increased significantly as well, although the failure of the 1995 data set to include local streets when determining land area devoted to transportation does make the roughly 13 percent increase a bit over exaggerated. While still heavily reliant upon

outside communities for jobs as well as some retail needs, Avondale has grown into a much more self sustaining community in the preceding fifteen years.

Analysis of existing conditions data, as was performed in the preceding pages, is an excellent device to show **how** the City has physically changed over time; it is equally important, however, to understand the reason(s) **why** Avondale has changed. The following tables depict General Plan Land Use Map data dating back to 1990. The answer to the "why" question can be found by comparing the data in these next few tables; it is because of the foresight and abilities of our past and present residents and leadership to adjust their vision of what we can become that Avondale has transformed from agrarian exurb to bedroom suburb to where we are today, a cosmopolitan city with growing self sustainability. This ability to plan for the future has led us to where we are today, on the precipice of greatness.

The 1990 General Plan planned land uses were as follows: ~~A review of the 1990 General Plan land uses describes the planned land uses. (Note: For this plan, the 1995 MAG coverage has been updated with existing land use that has occurred since the adoption of the 1990 Plan.)~~

Table 4 - 1990 General Plan - Planned Land Uses

Land Use Category	Total Area in Acres	Percent of Total	Target Density per Acre	Projected Build out Population
Agriculture	NA	40.53%	NA	NA
Medium Density Residential	NA	23.66%	NA	NA
Vacant	NA	13.72%	NA	NA
Large Lot Residential	NA	6.00%	NA	NA
Water	NA	6.00%	NA	NA
Dedicated or Non-Developable Open Space	NA	3.44%	NA	NA
Community Retail Center	NA	2.73%	NA	NA
Transportation	NA	1.19%	NA	NA
Business Park	NA	0.90%	NA	NA
Educational	NA	0.80%	NA	NA
High Density Residential	NA	0.32%	NA	NA
Recreational Open Space	NA	0.31%	NA	NA
Neighborhood Retail Center	NA	0.30%	NA	NA
Institutional	NA	0.04%	NA	NA
Public Facility	NA	0.03%	NA	NA

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Warehouse/Distribution Center	NA	0.02%	NA	NA

In 1990, Avondale's planning area encompassed 40 square miles and the City's vision was, relative to today, conservative in terms of future development. As it had been through the City's history, ~~While the 1990 General Plan anticipates~~ agriculture was still envisioned as ~~to be~~ the most predominant land use (41 percent). However, with further analysis, it becomes apparent that our shift from an agrarian community on the outer fringe of Phoenix to a Phoenix suburb had begun. For instance, the total number of acres being used in 1990 for agricultural purposes but shown in the General Plan for other types of development represented one-third of the existing agricultural land use in 1990. The 1990 Plan also recommended doubling the total number of existing residential land use acres ~~to equal approximately 30% of the agricultural land area north of the Gila River.~~ The amount of planned commercial and industrial development indicates that Avondale was not yet ready to become self-sustaining, but the first steps in that direction had been taken.

~~The 1990 General Plan designated most of the land south of the I-10 for agricultural and very low density residential uses. Additional specific plans include the Freeway Corridor Specific Plan, adopted in June 1991, and the North Avondale Specific Plan, adopted in June 1992. The Freeway Corridor Specific Plan addresses development north and south of and along the I-10. The North Avondale Specific Plan addresses development north of Encanto Boulevard. Both of these specific plans were prepared in response to development requests in these areas. While these plans provided guidance to development for many years, current development is occurring in areas not addressed by these or the 1990 General Plan.~~

By the time the 2002 General Plan was adopted, the City's planning area had grown to include almost 94 square miles; roughly two-thirds of which is south of the Gila River and was, and still is, largely undeveloped.

Table 5 - 2002 General Plan - Planned Land Uses

Land Use Category	Total Area in Acres	Percent of Total	Target Density per Acre	Projected Build out Population
Medium Density Residential	7,673	40.13%	2.5	63,303
Open Space	2,564	13.41%		
Low Density Residential	2,161	11.30%	1	7,131
Employment	1,607	8.40%		
Rural Low Density	1,273	6.66%	0.2	840

Freeway Commercial	809	4.23%		
Commercial	786	4.11%		
Medium High Density Residential	738	3.86%	4	9,742
Public Facilities	623	3.26%		
Mixed Use	553	2.89%		
Multi-Family Residential	280	1.46%	12	11,088
High Density Residential	55	0.29%	8	1,452
TOTAL	19,122	100.00%		93,556

The 2002 Plan represented an enormous leap towards becoming a more important member of the metropolitan Phoenix economy. The Land Use Map recommended as part of the 2002 Plan no longer reserved any land for agricultural use. Furthermore, it substantially increased the amount of land planned for residential, retail, and employment/industrial development. These changes in planned land use reflected Avondale's desire to transition from a rural bedroom community to a more self sufficient city where people would have the opportunity to live, work, recreate, and shop within Avondale rather than fulfilling those needs in Phoenix or other surrounding municipalities.

The following table shows the future land use breakdown after taking into account the seven General Plan Land Use Map amendments approved between 2002 and 2009:

Table 6 - 2002 General Plan, as Amended* - Planned Land Uses				
Land Use Category	**Total Area in Acres**	**Percent of Total**	**Target Density per Acre**	**Projected Buildout Population**
Medium Density Residential	7,652	40.02%	2.5	63,129
Open Space	2,564	13.41%		
Low Density Residential	2,161	11.30%	1	7,131
Employment	1,571	8.22%		
Rural Low Density	1,273	6.66%	0.2	840
Commercial	809	4.23%		
Freeway Commercial	694	3.63%		

Medium High Density Residential	738	3.86%	4	9,742
Public Facilities	623	3.26%		
Mixed Use	694	3.63%		
Multi-Family Residential	280	1.46%	12	11,088
High Density Residential	63	0.33%	8	1,663
TOTAL	19,122	100.00%		93,593

*Table reflects planned land uses as of January 11, 2010

Between the 2002 General Plan's adoption in June 2002 and present, seven amendments to the Land Use Map were approved by the City Council. A comparison of Table 5, the original Land Use Map, and this Table 6 will show that the acreages and percentages of land devoted to each land use category have remained relatively constant. The category which increased the most as a result of amendments was the Mixed Use designation, which saw an increase of 141 acres representing a percentage increase of 0.74 percent of the total north planning area. Medium Density Residential, Employment, and Commercial designations all experienced some decreases, although minimal. The relative stability of the Land Use Map over the past decade, in a period of growth where Land Use Map changes can be commonplace, may be viewed as an indication that the 2002 Land Use Map adequately plans for future growth and development in Avondale.

The following table compares the amount of acreage envisioned by our residents and leaders to be devoted to specific land use categories in 2002 with the amount of acreage currently used for that category of development in the City.

Table 9 - Comparison of 2002 General Plan Future Land Uses and 2010 Existing Conditions

Land Use Category	2002 General Plan	2010 Existing Conditions	Available Acreage
Medium Density Residential	7,652	2,478	5,174
Open Space	2,564	2,710	At/Exceeds Maximum
Low Density Residential	2,161	552	1,609
Employment	1,571	1,185	386
Rural Low Density	1,273	590	683

Commercial/Freeway Commercial	1,503	705	798
Medium High Density Residential	738	843	At/Exceeds Maximum
Public Facilities	623	1,067	At/Exceeds Maximum
Mixed Use	694	0	694
Multi-Family Residential	280	369	At/Exceeds Maximum
High Density Residential	63	0	63
Other (Agriculture, Vacant, Right-of-Way, etc)	0	8,623	
TOTAL	19,122	19,122	

The previous table serves as a strong indicator on which land use categories the City has planned adequately for, and which categories may require additional land devoted to them in this update. For example, the 2002 Land Use Map planned for 7,652 acres of medium density residential use; as of January 2010, 2,478 acres have been developed with this type of use leaving 5,174 acres available for future development of this kind. It is important to note that simply because a particular use is at or exceeds the 2002 vision does not necessarily mean that there is no current opportunity to develop that use within the City. For example, although the 369 acres of land occupied by existing multi-family residential development exceeds the 280 acres envisioned for that type of land use, some opportunities to develop additional multi-family residential still remain, although limited. This is the result of the 2002 Land Use Map denoting some areas previously developed with multi-family residential development for a different land use in the future. Furthermore, General Plan Land Use Maps are almost always reactive (rather than proactive) in terms of planning locations for new public facilities and new open space areas, such as parks. As such, it should be of little concern that the public facilities and open space land use categories exceed the 2002 vision.

GP2030 Land Use Map

Between the 1990 and 2002 General Plans ~~Over the past decade~~, Avondale captured a significant share of the residential growth that occurred in the Phoenix metropolitan area. ~~Avondale's population is expected to exceed 120,000 by the year 2020 – outpacing the County in percentage growth over every five year period through 2020. Avondale was the twelfth fastest growing incorporated community in the State of Arizona in terms of the number of new persons, as well as the eighth fastest growing in terms of percentage change in population.~~ Furthermore, between 2002 and 2009,

Avondale outpaced the vast majority of Valley cities in new home construction and population growth. While economic realities have lowered projections from just a few years ago, Avondale's population is still expected to surpass 100,000 by the year 2020 and 120,000 by the year 2030.

Table 8 - Population Projection					
	2005	2010	2020	2030	2035
Avondale Population	~~57,511~~ 70,160	~~79,173~~ 83,856	~~122,495~~ 105,989	123,265	135,272

Maricopa Association of Governments Socioeconomic Projections of Population, Housing, and Employment by Municipal Planning Area and Regional Analysis Zone (May 2007, updated January 2009)

~~Table 4, Avondale Population Projection, shows that Avondale's future population growth for each five-year period is expected to be similar to the growth that was experienced by the City in the previous decade (1990 to 2000). Additional residential land areas need to be designated in the 2002 Plan to accommodate new growth.~~

~~Avondale Commercial development land use requirements vary depending on the amount of development the City is able to capture. Table 4a shows the City's potential commercial capture rates by type of development. Table 4b shows the potential acres that could be required by capture rate for each five-year increment between 2000 and 2020. Table 4c shows the total amount of commercial land use identified in the City's 2002 Plan.~~

~~Table 4a - Commercial Capture Rate Scenarios by Type~~					
~~City of Avondale Capture of Region(1)~~	~~2000~~	~~2005~~	~~2010~~	~~2015~~	~~2020~~
~~Region 1 Retail~~					
~~Regional Total (000's Sq. Ft.)~~	~~1,996~~	~~2,692~~	~~3,645~~	~~4,959~~	~~6,777~~
~~30%~~	~~599~~	~~807~~	~~1,094~~	~~1,488~~	~~2,033~~
~~50%~~	~~998~~	~~1,346~~	~~1,823~~	~~2,480~~	~~3,389~~
~~70%~~	~~1,398~~	~~1,884~~	~~2,552~~	~~3,471~~	~~4,744~~
~~Region 1 Office~~					
~~Regional Total (000's Sq. Ft.)~~	~~350~~	~~797~~	~~1,596~~	~~3,655~~	~~10,456~~
~~30%~~	~~105~~	~~239~~	~~479~~	~~1,097~~	~~3,137~~
~~50%~~	~~175~~	~~398~~	~~798~~	~~1,828~~	~~5,228~~
~~Region 1 Industrial~~					
~~Regional Total (000's Sq. Ft.)~~	~~6,559~~	~~9,342~~	~~12,432~~	~~14,727~~	~~14,629~~
~~30%~~	~~1,968~~	~~2,803~~	~~3,729~~	~~4,418~~	~~4,389~~
~~50%~~	~~3,279~~	~~4,671~~	~~6,216~~	~~7,364~~	~~7,315~~
~~70%~~	~~4,591~~	~~6,539~~	~~8,702~~	~~10,309~~	~~10,241~~

~~(1) Region Equals Goodyear, Avondale, Tolleson And Litchfield Park Maps~~

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~~Table 4b - Total Commercial Acres Needed at 25% Lot Coverage~~					
~~Capture Rate (Includes Existing Retail)~~	~~2000~~	~~2005~~	~~2010~~	~~2015~~	~~2020~~
~~Region 1 Retail~~					
~~(000's Sq. Ft.)~~	~~183~~	~~247~~	~~335~~	~~455~~	~~622~~
~~30%~~	~~55~~	~~74~~	~~100~~	~~137~~	~~187~~
~~50%~~	~~92~~	~~124~~	~~167~~	~~228~~	~~311~~
~~70%~~	~~128~~	~~173~~	~~234~~	~~319~~	~~436~~
~~Region 1 Office~~					
~~(000's Sq. Ft.)~~	~~32~~	~~73~~	~~147~~	~~336~~	~~960~~
~~30%~~	~~10~~	~~22~~	~~44~~	~~101~~	~~288~~
~~50%~~	~~16~~	~~37~~	~~73~~	~~168~~	~~480~~
~~Region 1 Industrial~~					
~~(000's Sq. Ft.)~~	~~602~~	~~858~~	~~1142~~	~~1352~~	~~1343~~
~~30%~~	~~181~~	~~257~~	~~342~~	~~406~~	~~403~~
~~50%~~	~~301~~	~~429~~	~~571~~	~~676~~	~~672~~
~~70%~~	~~422~~	~~600~~	~~799~~	~~947~~	~~940~~
~~Total Acres All Commercial~~					
	~~818~~	~~1178~~	~~1623~~	~~2143~~	~~2926~~
~~30%~~	~~245~~	~~353~~	~~487~~	~~643~~	~~878~~
~~50%~~	~~409~~	~~589~~	~~811~~	~~1072~~	~~1463~~
~~70%~~	~~550~~	~~773~~	~~1033~~	~~1265~~	~~1376~~

~~Table 4c - 2002 Plan Total Developed and Undeveloped Commercial Acres~~	
~~Employment (industrial/office)~~	~~1607~~
~~Commercial (retail)~~	~~810~~
~~Freeway Commercial~~	~~809~~
~~Mixed Use~~	~~575~~
~~Total Commercial Acres~~	~~3801~~

Through our GP2030 Land Use Map, we must be prepared to accommodate the future population by providing adequate residential areas at densities that are in line with our community vision. At the same time, the City must provide for ample land area for commercial and industrial development, with an emphasis on creating and applying land use categories which emphasize well paying jobs in order to retain residents. Providing for densities that exceed what Avondale has envisioned in the past, for instance within the City Center area, will help to free up additional land for commercial and employment land use categories and achieve the desired mix.

As new development occurs, it will undoubtedly replace ~~is displacing~~ some existing residential areas. Our existing housing is important to our heritage and provides moderately priced housing for many of our residents. Just as importantly, as our employment base grows, more people will want to live in Avondale. We need to provide ~~a range of housing opportunities for these new residents~~ for larger residential lots, custom homes, and additional amenities that will aid in attracting and retaining well paid professionals to our City. Our land use plan must provide locations for these uses. The Housing Element of this plan details specific strategies to ensure that a variety of housing types are available in our City.

~~To stabilize our existing neighborhoods, we have actively promoted infill. On November 6, 2000, our City Council adopted an Infill Incentive Plan. The Plan identifies commercial and residential infill districts and lists specific strategies, such as fee waivers, relaxed residential design standards, and one-stop permitting, to encourage development within them.~~

~~The I-10 was completed through Avondale a decade ago, dramatically improving access for Phoenix and neighboring California. An increase in population, combined with improved access, are fueling Avondale's commercial growth, and quickly transforming our City from an agrarian community to a suburban landscape. Farms along the I-10 corridor are being replaced by retail and manufacturing/ distribution facilities. Like the farms they replaced, these new land uses provide jobs for Avondale residents, however, Avondale residents have expressed an interest in generating and attracting higher-paying jobs.~~

~~The Phoenix International Raceway has long been an important economic engine for the City. By its nature, it is loud and attracts crowds and traffic. It is located away from residential and other development, on the south side of the Gila River. As development continues to occur in the south portion of Avondale, the impacts of noise and crowds associated with the raceway need to be considered.~~

We have always taken our mountain views and open spaces as a given. As any type of development occurs, we need to remain vigilant in conserving our mountain views and access to open spaces.

~~The Land Use Map recommended as part of this 2002 Plan increases the amount of land planned for residential development, employment and retail uses. These changes in planned land use reflect our transition from a rural, agriculture-based community to a growing, suburban community that is an important member of the Phoenix metropolitan economy. Table 5 lists the acres for each land use included in the 2002 Plan North Area Land Use Map, target densities and projected population at buildout. As the table shows, Avondale north of the Gila River has adequate land planned at densities to accommodate population growth almost through 2015.~~

Table 7 - General Plan 2030 - Planned Land Uses

Land Use Category	Total Area in Acres	Percent of Total	Maximum Density per Acre	Projected Buildout Population
Rural Low Density Residential	TBD	TBD	1	TBD
Low Density Residential	TBD	TBD	2.5	TBD

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Medium Density Residential	TBD	TBD	4	TBD
Medium High Density Residential	TBD	TBD	12	TBD
High Density Residential	TBD	TBD	No Maximum**	TBD
Regional Commercial	TBD	TBD		TBD
Local Commercial	TBD	TBD		TBD
Central Business District	TBD	TBD		TBD
Mixed Use	TBD	TBD		TBD
Office	TBD	TBD		TBD
Business Park	TBD	TBD		TBD
Industrial	TBD	TBD		TBD
Public/Civic	TBD	TBD		TBD
Institutional	TBD	TBD		TBD
Open Space/Parks	TBD	TBD		TBD
City Center *	TBD	TBD		TBD
Estrella Foothills *	TBD	TBD		TBD
TOTAL	19,122			

* The City Center and Estrella Foothills Specific Plan Areas contain additional land use subcategories identified within the Specific Plan applciable to each area. Because both Specific Plans stress vertical mixed use development and contain several different residential target densities, projecting a population at buildout is not possible at this time.

** For the purposes of projecting buildout population for High Density Residential, a density of 22 units per acre was used. This factor was chosen because it represents the maximum density in the most intense Multiple Family Zoning District.

The GP2030 Land Use Map will continue to refine our vision, providing more specificity in terms of land use categories and establishing overlays in order to guide development in a more structured manner. Whereas one "employment" category was sufficient in 2002, our needs have progressed to the point where we must begin to identify specific types of employment that we wish to see in certain areas of the City. We value manufacturing and office uses and feel there is a place in the City for both; unlike in 2002, however, the City is in the position where it would like to group those uses into corridors intended for similar uses.

~~Planning Issues:~~

- ~~Locations for new retail and employment uses appropriate to our community needs to be identified.~~
- ~~Additional areas for new residential land use need to be identified south of the I-10.~~
- ~~The open spaces and mountain views that benefit our community need to be conserved.~~
- ~~Connections from developed areas to the open spaces in and around our community need to be enhanced and maintained.~~
- ~~A variety of quality housing products are necessary for our residents and to attract and retain a diverse employment base.~~
- ~~The open space and environmental opportunities and transportation challenges presented by the South Planning Area require special attention.~~
- ~~The quality of the built environment, including our neighborhood's infrastructure, must be maintained and enhanced.~~
- ~~Locations for parks, arts and cultural facilities and other public facilities to serve new and existing residents need to be identified.~~
- ~~Phoenix International Raceway should be protected and enhanced.~~

Goals and Objective, ~~and Policies~~

1. **Goal: Establish an Avondale identity that promotes land uses which foster an economically sustainable and socially dynamic community. ~~Maintain a demographically and culturally diverse sustainable community that celebrates its heritage.~~**

   A. Objective: Plan for unique revenue generating sports and entertainment themed land uses within proximity to the Phoenix International Raceway

   B. Objective: Focus attention on urban centers and develop additional tools to assist in the development and re-development of areas unique to Avondale, such as Western Avenue and the City Center.

   C. Objective: Diversify Avondale's housing stock by providing for varied residential types with an emphasis on large lot development. ~~Provide a range of development types and densities for current and future residents.~~

   D. Objective: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale. ~~Identify infill sites and develop policies and programs that result in their development.~~

   E. Objective: Consider adaptive reuse of existing vacant buildings.

2. **Goal: Honor the unique character of the Old Town District.**

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A. Objective: Build upon the successes of the Western Avenue revitalization by increasing the zoning boundaries of the Old Town Avondale Business District thereby expanding the opportunity for unique character defining programs and street improvements.

B. Objective: Utilize public and private spaces within Old Town to increase pedestrian activity.

C. Objective: Preserve and enhance the vitality of existing neighborhoods in and around the Old Town area by continuing to promote the rehabilitation of mature housing and development of infill lots.

D. Objective: Continue to monitor the zoning and design requirements for Old Town to ensure these requirements are functioning optimally to create a visually interesting, active, and vibrant pedestrian oriented place.

3. Goal: Promote a strong balance of high quality residential, employment, recreation, and educational land uses. ~~Plan land uses to minimize conflicts between them.~~

A. Objective: Develop the I-10 corridor into the City's premier business and employment area by encouraging uses that provide a high ratio of well paying jobs to square footage.

B. Objective: Provide for larger home sites and encourage custom home developments in order to attract executive level professionals to live in Avondale. ~~Transition to lower residential densities south of Lower Buckeye Road.~~

C. Objective: Encourage a mix of uses and amenities ~~within large-scale residential communities (e.g. single-family, multi-family, office, and commercial)~~ when master planning large developments, such as single-family residences, offices, educational institutions, shopping centers, trails, parks, and recreational facilities, to encourage social interaction and to create a larger sense of community amongst residents.

D. Objective: Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity. ~~Develop and apply standards for transition areas between potentially incompatible uses, and apply these standards to new development, through the development review and approval process.~~

~~E. Objective: Provide adequate locations for multi-family and single-family development~~

~~F. Objective: Reduce conflicts between land uses.~~

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4. **Goal: Ensure all land use decisions meet the long-term social and economic goals of the community.**

A. Objective: Encourage ~~Support~~ annexations that benefit the quality of life for Avondale residents and are in the best interest of the City. (Formerly a separate Goal)

B. Objective: Require all new development to participate in the required infrastructure enhancements, including but not limited to street widening and connecting to City water and sewer systems.

C. Objective: Ensure Avondale is at the forefront of any emerging markets by continuously updating codes and policies to include standards for new business types and technologies.

~~D. Objective: Provide continuity in land use planning and development.~~

~~E. Objective: Ensure that the zoning map, specific plans, and other applicable development-related ordinances are brought into conformance with the 2002 Plan as soon as practical after the 2002 Plan is adopted.~~

5. **Goal: Promote land uses that are respectful of the natural environment, and which conserve valuable natural resources such as, open space, clean air, water, and energy. ~~Encourage development patterns that use land in an efficient and sustainable manner.~~**

A. Objective: Minimize negative impacts to the natural environment and protect the areas in and around the Estrella Mountain Regional Park. ~~Plan land uses in a manner that is sensitive to existing agricultural operations.~~

B. Objective: Encourage land uses and design of buildings to captures the spirit of the City's natural surroundings, such as the Estrella Mountains and the Gila River. ~~Encourage land uses and design that are sensitive to the natural and built environment.~~

C. Objective: Develop a City-wide development policy which provides incentives for developments which use eco-friendly methods, materials, and techniques.

D. Objective: Mitigate the impact of mining sites during their operation and plan for future re-use following their eventual closure. (Formerly a separate Goal)

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E. Objective: Champion the re-development and/or adaptive re-use of brown-field sites over green-field development where feasible.

F. Objective: Protect archaeological and historically significant areas from destruction by development or neglect.

6. Goal: Support mixed use land use patterns that increase transit and pedestrian oriented development within specific and appropriate areas of the city.

A. Objective: Plan for future commuter rail adjacent to MC-85/Main Street/Buckeye Road.

B. Objective: Encourage mixed use areas to be vertically integrated developments comprised of residential, retail, dining, office, and entertainment/recreational uses in order to promote pedestrian activity.

C. Objective: Take alternative methods of transportation, including transit, bus, and walking, into account when considering all proposals for development.

7. Goal: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.

A. Objective: Coordinate with external ~~other~~ entities, surrounding jurisdictions, and state and federal agencies to address issues of regional concern.

B. Objective: Seek a partnership with the neighboring Gila River Indian Community when planning for land uses south of the Estrella Mountains.

C. Objective: Provide up to date information regarding land use changes and development plans to the Maricopa Association of Government's to assist in regional planning studies.

8. Goal: Plan for locations of educational facilities as development and redevelopment occurs. ~~Coordinate Development with Schools.~~

A. Objective: Maintain a good working relationship with school districts in order to ensure all new development is adequately served by ~~Coordinate development with~~ existing or new school sites.

B. Objective: Strategically locate school sites so that they serve as the nucleus of new neighborhoods and master planned communities.

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C. Objective: Plan for the expansion of Estrella Mountain Community College and identify locations for additional institutions of higher learning within the city.

General Plan 2011 Land Use Categories

The General Plan 2011 ~~2002 Plan~~ Land Use Map fulfills the requirements of ARS §9-461.05 to designate the proposed distribution and location and extent of such uses of the land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses as may be appropriate to the municipality. **The land uses shown on the GP2011 map do not change existing zoning and the GP2011 Land Use Map is not a zoning map.** Zoning, which is regulated by ordinance, is an implementation tool of ~~the 2002 Plan~~ this General Plan. Zoning addresses the exact density and intensity of development, setbacks, site design, parking, open space, and other issues pertinent to the development of a specific site. By law, all requests for rezoning must conform to the ~~2002 Plan~~ GP2011 Land Use Map. **Adoption, re-adoption, and amendments to this General Plan do not change the current zoning on property.**

The land uses shown on the ~~2002 Plan~~ GP2011 Land Use Map are not intended to reflect every existing and planned land use in Avondale. They are intended to portray the overall character of development for the City and generally reflect existing and planned land uses larger than ten acres. The land use categories shown on the Land Use Map and described below meet the requirements of ARS §9-461.05 to state the standards of population density and building intensity recommended for the various land uses covered by the Plan.

All public facilities existing at the time of adoption of this GP2011 are identified on ~~Figure 1~~ the Land Use Map. **As the City continues to grow, there will be a need for new public facilities and those facilities may be located in any land use category.** Public facilities include parks, schools, electric substations, wells; City owned and operated water and wastewater treatment plants, police and fire stations, equipment and vehicle maintenance yards and refueling facilities, administrative buildings, landfills, transfer stations, prisons, and other public uses. Consideration will be given to the surrounding land uses prior to locating any of these uses within the City.

The land use categories described below fall under five general headings, which organize Avondale's land uses based on specific development types. These categories are presented below:

Residential Categories (Livable Neighborhoods)

A range of residential land use categories is provided in order to allow for different types of housing throughout the community. The residential densities shown on the land use plan map are based on existing development or the suitability of a location for future development.

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It is important to note that the maximum density ranges should not be viewed as entitlements or guarantees. The appropriate density will be determined by a multitude of factors; existing and planned adjacent developments, infrastructure to include streets, parks, and schools; provision for public transit services and facilities, neighborhood interaction - its walk-ability, design, amenities, active and passive dedicated open space, and the overall character of the area proposed.

~~Residential densities are expressed as a range to allow a certain amount of flexibility in the development process. For the purposes of the 2002 Plan, "Target Densities" in each category are represented by the low end of the density category (for example, the *range* for *Low Density Residential* is 1 to 2.5 dwelling units per acre (DU/ac), therefore the *Target Density* is one dwelling unit per acre.) The *Target Density* is the (gross) density at which development is projected for that area. The decision to permit densities at the top of the range of the 2002 Plan land use category for a particular development which will be based on the merits of the development plan. Obtaining approval to develop at densities higher than the target density will require exceptional design, based upon criteria determined by the City Council. Such criteria would address such issues as, but not limited to, site planning, trails, open space, mitigation of impact on public services and facilities, and implementation of the goals expressed in the 2002 Plan.~~

Category: Rural Low Density Residential (up to 1 du/per acre, Target Density = 0.2 ~~None~~)
Rural low density is residential land that will not exceed a density of one single-family detached dwelling unit per acre. This type of development promotes a rural lifestyle where ~~livestock~~ horse privileges or livestock may be a part of the character. Churches, parks, equestrian trails, open spaces, and public facilities are permitted in this land use category.

Category: Estate/Low Density Residential (~~1~~ up to 2.5 du/per acre, Target Density = 1)
Estate/Low density is residential land that will contain densities that range between one to two and one half single-family detached dwelling units per acre. These residences are typically large detached estate or executive type homes of one or two stories with significant privacy and open space that enjoy residing among open areas and near the panoramic views of the Estrella Mountains and the Gila River. Churches, parks, equestrian trails, open spaces, and public facilities are permitted in this land use category.

Category: Medium Density Residential (2.5 to 4 du/per acre, Target Density = 2.5)
Medium density is residential land that will contain densities that range ~~from 2.5~~ up to four single-family ~~attached and detached~~ dwelling units per acre. This land use category provides for a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities such as churches, parks, trails and other open space~~s~~ amenities, and public facilities ~~are permitted in this category~~. Limited neighborhood scale non-residential uses may be established subject to appropriate design and locations standards.

Category: Medium/High Density Residential (4 to ~~8~~ 12 du/per acre, Target Density = 4)
Medium to high density is residential land that will contain densities that ~~range from 4 to 8~~ allow up to 12 dwelling units per acre and ~~can~~ may include single family attached or detached, condominiums, patio homes, casitas, or townhome ~~development~~ housing choices. The variety of housing choices may be in a planned and cluster development setting unique to Avondale with substantial open space for recreational amenities to service the residents. Churches, parks, trails and other open space~~s~~ amenities, and public facilities are permitted in this land use category. Limited neighborhood scale non-residential uses may be established subject to appropriate design and locations standards.

~~Category: High Density Residential (8 - 12 DU/ac, *Target Density* = 8 DU/ac)~~
~~High density residential will contain densities between 8 and 12 dwelling units per acre, and can include town-home, condominium, patio home and apartment developments. Churches, parks and open spaces and public facilities are permitted in this land use category.~~

Category: High Density Residential ~~Multi-Family Residential~~ (12-20 du/per acre, Target Density = 12)
~~Multi-Family residential includes land uses with~~ High density is residential land that will contain densities ~~greater~~ ranging from 12 -20 dwelling units per acre. ~~The types of developments appropriate to this land use include apartment, condominium, patio home, and town home development.~~ These residences have limited private outdoor space and may rely on shared or common open space for recreation. These residences may be part of a mixed-use development, master planned community, or have access to nearby open space or other multi-modal amenities. Proximity to employment, entertainment and pedestrian activities in this land use will encourage interaction and create an urban environment. Limited neighborhood scale non-residential uses may be established subject to appropriate design and locations standards. ~~Churches, parks, open spaces, and public facilities are permitted in this land use category.~~

Commercial Categories (Strengthen Local Economy)

The commercial land use categories accommodate the full range of the service industry including retail, entertainment, and medical uses allowing for varying and intensity of uses. The commercial uses are generally characterized by either master planned centers, infill parcel development, and regional level destination development along the freeway, intersections of major roadways and the City's major corridors.

Category: Regional ~~Freeway~~ Commercial
~~This designation is~~ Land use category to accommodate the more intense use of the I-10 Freeway, ~~and~~ Loop 101, and other future freeway or parkway corridors. ~~It is intended that~~ This category would allows flexibility for development by promoting ~~allowing~~ community-wide and regional retail destinations, ~~neighborhood retail,~~ family entertainment, ~~office,~~ commercial complexes and services ~~employment uses~~ to a larger trade area.

Category: Local Commercial

Land use category that is used primarily for providing ~~provides for the~~ daily needs of goods and services to ~~of~~ the residents residing within the surrounding area. The types of uses allowed in this category specifically for local residents may include: grocery stores, gas stations, neighborhood/retail services, and office and medical uses serving consumers residing in adjacent residential areas which promotes a walk-able community. ~~Preferred locations are major arterial intersections, although other locations may be deemed acceptable based on the merits of the project.~~

~~In addition, services that provide shopping and basic services for the immediate area (i.e. "neighborhood commercial") may be allowed in any land use classification based upon the merits of the development proposal. Generally neighborhood commercial development would not be greater than give acres, and would require adequate buffering to protect surrounding land uses.~~

Category: Old Town District

The Old Town District is the "heart" of the Avondale community. Land uses within the Old Town Avondale business core permit and promote a vibrant mix of residential and nonresidential uses, but require retail, service or office uses on all street level floors to promote a pedestrian oriented environment. Unlike modern shopping centers in Arizona, this area has a human richness derived from its history, families, friends, and neighbors who live nearby, and many within walking distance. This land use is designated for areas along Dysart Road, Western Avenue and Central.

Category: Mixed Use

~~This use provides for a mix of high intensity uses with a retail commercial emphasis. This designation may include a maximum of 45% of residential use. Mixed uses may include neighborhood and community retail, residential, hotel/motel, and employment.~~Land use for a mixture of residential, office, and commercial. This category encourages innovatively designed developments which create a core living environment, where opportunities are typically provided in vertically integrated buildings to allow residents to live, work, and recreate within the same development. Basic criteria for development includes: Reasonable scale to the surrounding neighborhood, proportionate ratios for each use, encouragement of alternative modes of transportation.

Overlay: Transit Oriented Development (TOD)

TOD is the concentration of mixed use development designed to maximize access to public transport, and often incorporates features to encourage transit ridership. It is identified on the land use map along the rail corridor and in other areas of the city with a dashed line. These areas shall be developed with higher intensities and densities of residential and commercial uses. The Mixed Use/Transit Oriented Development requires an integrated mix of both residential (typically multi-family units, 6-24 du/acre) and commercial

development. Nonresidential uses should be limited to retail, office, service and quasi-public uses with no outdoor storage, display or operations. The scale of commercial development should be consistent with the site location, but, regardless of scale, it should be designed to support transit riders.

Category: Village District

Category: Gila River Scenic District

Employment (Diversify the Employment Base)

The employment land use categories accommodate three types of development to allow for varying scale and intensity of uses. The three types are characterized by regional employment developments, corporate headquarters, office development, campus style business parks, and manufacturing.

Category: Office/Professional

The office land use category allows for professional office and medical office services/practices associated with hospitals and niche medical industries, such as sports medicine, physical therapy, and associated office support services that are generally quiet with moderate traffic volumes. Office sites are to be integrated through design with adjacent residential and commercial activities. Typical office developments have their own access and circulation, identification signs, and landscaping. Developments with more than one building share a common architectural and landscape theme to include identification signs, covered parking and driveways with pedestrian amenities and shaded outdoor areas.

Overlay: Medical

Medical use, such as a regional hospital, is identified in the commercial and office land use categories. A symbol is used to identify more specific uses within this category on the existing land use map such as the Phoenix Children's Hospital location.

Category: Business Park ~~Employment~~

The Business Park land use category is intended to allow for large scale campus development that provides abundant employment opportunities and offers amenities such as: Attractive streetscapes with excess landscaped setbacks, pedestrian connections, efficient circulation, and refuge areas for active and passive activities to keep a healthy lifestyle for all employees. The category accommodates enclosed light

manufacturing, corporate commerce, hotel, multi-story administrative offices, research and development industries, solar and renewable energy manufacturers, motor sports, or automotive related industry manufacturers, warehousing, and support services. ~~This use encourages facilities that provide employment opportunities. The types of uses allowed in the employment category include general office and enclosed industrial uses, along with retail and commercial uses that support these primary employment uses.~~

Category: Industrial

The industrial land use category is intended to allow for heavy manufacturing, warehousing, and processing businesses that may manufacture or fabricate products within enclosed or partially enclosed structures. This category is typically characterized by uses that may need special consideration and may include refining, assembly, fabrication of products, demolition, solar, wholesaling, or distribution. Uses typically have external effects such as power or utility equipment and/or large truck delivery. The areas designated for industrial uses have adequate transportation and activity access with an emphasis on minimal conflict with existing adjacent land uses.

Physical Environment (Unique Lifestyle and Character)

Category: Open Space/Parks

The Open Space and Parks land use category identifies existing City parks, Estrella Mountains, and corridors designated for public recreation in the Parks and Recreation Master Plan. Open space is planned to set aside areas of active and passive recreation for Avondale residents and to preserve areas of critical natural habitat. Open space areas are also designated for wildlife watching areas, birding, eco-tourism, conservation, and preservation of riparian areas on floodplains adjacent to the Gila River. Parks and open space allocations will be implemented as a component of development approvals as urbanization and development occurs.

Overlay: Water

Water which can be viewed by the public or which may be used for outdoor recreational events and preservation of natural resources to include the Gila River, Crystal Gardens Reclamation Facility, Tres Rios, Buckeye Irrigation District, and the St.Johns/Durango Channel for the promotion of pubic health and well being. This includes public and private lakes and canals. A symbol is used to identify more specific uses within this category on the existing land use map.

Overlay: Public Recreational/Cultural

Land primarily used for active or passive recreation or cultural activities, which do not qualify as open space due to significant site infrastructure such as a recreation center, library, arts center, visitors center, museum, or wildlife

center. A symbol is used to identify more specific uses within this category on the existing land use map.

~~Private Open Space: In the case of private land designated as open space, if no other agreement exists between the landowner and the City of Avondale, development of up to one dwelling unit per gross acre is allowed.~~

Public Facilities (Public Services)

Category: Public/Civic ~~Facilities~~
The Public/Civic ~~this~~ land use category provides for ~~includes~~ a variety of civic and public facilities for the health, safety, and welfare of the ~~City's~~ residents. Types of uses found in this category include City government buildings ~~facilities~~, City Hall, police, fire stations, water and wastewater treatment sites ~~facilities~~, well sites, and electric substations~~, and other public facilities~~ or neighborhood assistance facilities. ~~All public facilities existing at the time of adoption of this 2002 Plan are identified on Figure 1. As the City continues to grow, there will be a need for new public facilities that may be located in any land use category.~~

Category: Institutional
The Institutional land use category provides for public and private schools and their associated uses, (playgrounds, ball-fields, performing art centers, gymnasiums, etc.) colleges, such as Estrella Community College, universities, and hospitals.

~~Resort Potential~~
~~This land use category indicates the potential for tourism or resort development related to the Phoenix International Raceway.~~

~~115th Avenue Employment and Commercial Corridor~~
~~115th Avenue is recognized as a major corridor for employment and commercial land uses. It is the City's desire to recruit and direct attractive and unique development into this corridor to make it a place of destination. Developing this area into a destination can provide the business, shopping, entertainment, residential, community, social and cultural elements that attract a full range of market and community oriented interests that will serve the existing and future residents of the region. Because of the importance of this corridor it is expected that the site design, architecture, and landscaping should be of the highest quality and developed in a planned manner.~~

~~Growth Area~~
~~This land use category indicates areas of intense employment, retail or mixed uses supported by high-volume transportation infrastructure and superior access.~~

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EXHIBIT D

Economic Vitality Theme
ECONOMIC ELEMENT

Preface

~~Early in the 2002 Plan public participation process it became clear that we, as residents of Avondale, are concerned that the City develop into a sustainable community, offering more than affordable housing. A young and capable work force, scenic and recreation amenities and excellent transportation access to the region offer great potential for economic development.~~

~~The Economic Development Theme includes three elements: an Economic Element, a Growth Area Element, and a Cost of Development Element. The Economic Element is not mandated by Arizona State Law as a 2002 Plan element.~~

~~The Economic Element is a response to residents' desire to create a sustainable community that offers employment opportunities for new and existing residents alike. The current job-to-population ratio of 0.29 indicates that there is a strong untapped work force available within Avondale. The City's targeted job-to-population ratio is .5 jobs for every resident.~~

~~The purpose of the Growth Area Element is to identify opportunities within Avondale to develop in an efficient manner that maximizes infrastructure such as roads and sewer. Identifying these areas permits siting public services and facilities where they can best service the population. Locating growth areas also sends a strong message to the development community as to where the City would like to concentrate its resources to encourage efficient development.~~

~~The Cost of Development Element addresses residents' interest in maintaining and improving public services and facilities that are available to a growing residential population, without placing the burden of these services solely on the shoulders of existing residents.~~

The economic stability of a city is derived from its' jobs and revenue. The two working together to create a healthy sustainable economy will also provide for steady and increased household incomes. The Economic Vitality Element seeks to enhance and promote these factors as well as attract higher paying jobs, promote business expansion, business retention, and workforce development. Creating good jobs improves household incomes, while quality housing represents value and sustainability - which attracts business as well as new residents.

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Introduction

~~Achieving diverse types and intensities of commercial development in Avondale and providing employment opportunities for our residents is one of our most important concerns and is vital to the long-term fiscal viability and economic health of our City. To increase our employment base and provide the economic diversity necessary to protect Avondale from shifts in the economy, a variety of employment, including retail, basic and non-basic jobs is necessary. A mix of employment and industrial activities in the City will also help to protect the City budget from economic downturns, which affect some, but not all, sectors of the economy and provide a variety of jobs at a wide range of salary levels. Retail activities add to the job base and provide sales tax which contributes revenue to the general fund to help pay for services such as police, fire, planning, arts and culture, recreation, and general City administration. The mix of employment provided by all of these commercial uses can also help to shorten commute times and reduce traffic congestion by creating a variety of employment opportunities available to residents within Avondale.~~

~~We believe a focus on the creation of "high end" jobs and clean industry is important to the economic development efforts of the City in the future. We want employment that supports an annual salary higher than the Maricopa County average to attract high-end retail uses, which will maximize our sales tax revenues and consequently increase funding for City facilities services.~~

~~The 2002 Plan addresses economic development through a variety of means. There are a number of land use categories which relate directly to economic development, specifically: Commercial, Commercial Freeway, Mixed-Use, Employment, Commercial and Employment Corridor, and Growth Area. These uses are identified on the Land Use Map and are defined in the Land Use Element.~~

~~Efforts for economic development are already underway. Much of the planning area is already within the Western Maricopa Enterprise Zone. A company located in the enterprise zone can claim up to $3,000 in credits on its Arizona corporate income tax by creating net new quality jobs. Small manufacturing businesses may qualify for an 80% reduction in their primary property tax by investing in new buildings, equipment or property. In addition, a business located in an enterprise zone can claim an income tax credit for net new jobs created. For small manufacturers, minority and women-owned businesses, significant property tax abatements apply in Enterprise Zones.~~

~~Another noteworthy effort underway includes the City Infill Incentive Zones. These areas are intended to promote development and redevelopment of vacant and underused parcels within Avondale.~~

Early in the General Plan update public participation process, it became clear that residents of Avondale are focused on a community experiencing economic prosperity through diversification, self-reliance, interdependence, and adaptability. It is even more evident that the City promotes and retains

a highly educated and capable work force, high paying jobs, scenic, tourism and recreation amenities, and excellent transportation access to the region to allow for a greater potential for economic development. Therefore, the focus of this element of the General Plan is to be recognized as a community that is *making strides towards a great place to live, work, and invest.*

Past, Present, and Future Trends

Avondale's economy has grown from its agricultural roots, to a suburban "bedroom community". Over the span of the last fifteen years to 2030, forecasts point to the attainment of an independent, full-service municipal status; *characterized as a larger city, with a corporate presence, while maintaining the diverse, small town charm.*

Avondale is strong in some retail sectors, but needs to improve its market share in others. Automobile sales, for instance, is a major contributor to the municipal coffers representing 11.7% percent of the City's sales tax revenues. However, the hospitality industry -- hotels, resorts, restaurants, and entertainment -- is seen as having untapped potential in the City. The McDowell Road Corridor, in particular, provides shopping and service variety but has an even greater potential for medical/office development. In addition, the Van Buren Street/I-10 Corridor has the potential to emphasize multi-story office and corporate commerce uses.

The community recognizes the southwest part of the City (e.g., Old Town Avondale) as a high priority for specialty retail/commercial and residential redevelopment, and well as the I-10 Corridor holding most of the Business Park/Corporate Commerce development opportunities. The area referred to as City Center, south of I-10 along Avondale Blvd and Van Buren Street will also provide opportunities for a mix of uses to include retail, service, sports, entertainment, and professional offices.

The Economic Element is a response to residents' desire to create a diverse and sustainable community that offers employment opportunities for new and existing residents alike. The City's targeted job-to-population ratio is .5 jobs for every resident. The current job-to-population ratio of 0.29 indicates that there is a strong untapped work force available within Avondale. Achieving diverse types and intensities of commercial and industrial development in Avondale and providing employment opportunities for residents is one of the City's most important goals, and is vital to the long-term fiscal viability and economic health of the City of Avondale. To increase the employment base and provide the economic diversity necessary to protect Avondale from shifts in the economy, a variety of employment to include small business, while retaining a business friendly image is necessary.

The presence of excellent educational and occupational training facilities convenient for the Avondale workforce is regarded as one of the

community's greatest assets in attracting industry. Estrella Mountain Community College, Rio Salado Community College, and Universal Technical Institute provide educational experience and graduates for local job growth.

A mix of employment to include commercial and industrial activities that provide for a wide range of salary levels could protect the City's budget from economic downturns, which affect some, but not all, sectors of the economy. Retail activities add to the job base and provide sales tax which contributes revenue to the general fund to help pay for services such as police, fire, planning, arts and culture, parks and recreation, and general City administration. The mix of employment provided by all of these commercial uses can also help to shorten commute times and reduce traffic congestion by creating a variety of employment opportunities available to residents within Avondale.

A focus on the creation of "high-end" jobs is important to the economic development efforts of the City in the future. The economic targets of Avondale include advanced financial and business services, medical and life sciences, renewable energies, light industrial and manufacturing, aerospace/aviation, and tourism. In addition, the City will need to leverage its geographic location and proximity to California and its port city of Long Beach. With Avondale's accessibility to the I-10 this can serve as a benefit in positioning the City to serve the Phoenix market as well as larger markets all over the southwest United States.

The General Plan addresses economic development through a variety of means. There are a number of land use categories which relate directly to economic development, specifically: Local and Regional Commercial, Old Town – Central Business District, Mixed Use, Office, Business Park and Industrial. These uses are identified on the Land Use Map and are defined in the Land Use Element.

Another noteworthy diverse and economic effort for Avondale's older neighborhoods is the Commercial Infill Incentive Plan for the Old Town District. This area enriched with Avondale's history, taking one back to an earlier place in time encompasses the "smaller mom and pop" shops along Western Avenue forming a centralized business district. This area is intended to promote development and redevelopment of vacant and underused parcels within Avondale to create a vibrant shopping experience and tourist destination.

Tourism

Avondale's economy has historically been tied to the retail/service industry. However, with recreational opportunities along the Gila River and in the vast open areas surrounding the City as well as the West Valley Recreation Corridor and American Sports Center – Avondale has the potential to drive the local economy and attract some of the region's growth. Although, the growth in tourism has improved Avondale's environmental conditions, it has not created a significant source of moderate to high wage jobs. While resource-based tourism will remain an important element of the local economy, it will be subject to fluctuations in environmental conditions. The community's challenge is to foster sustainable and stable employment opportunities that provide a living wage for Avondale's residents. Avondale's shift to tourism as a result of Phoenix International Raceway has assisted in improving the quality and image of the City. However, a tourist-based economy fluctuates and is heavily weighted towards lower paying service sector jobs. Increases in light manufacturing, professional services and other sectors can and will improve the economic stability of the City. In addition to Phoenix International Raceway, the City also attracts tourists to southern Avondale for bird watching, canoeing, fishing, hiking, and other outdoor passive activities.

Through the efforts of various organizations, such as the Greater Phoenix Economic Council (GPEC), the community has the potential to increase the diversity of its economic base and its economic stability. While tourism will continue to play a vital role in the economy, increased economic diversification will moderate the "boom-bust" economic cycles that have been part of the community's history.

Enterprise Zone

The City is a member of the Western Maricopa Enterprise Zone, which includes parts of Avondale, Buckeye, El Mirage, Gila Bend, Gila River Indian Community, Glendale, Goodyear, Guadalupe, Peoria, Phoenix, Surprise, Tolleson, Wickenburg, Youngtown and unincorporated western Maricopa County. Figure 4 details the Western Maricopa Enterprise Zone boundaries.

Efforts for economic development are already underway since much of the planning area is already within the Western Maricopa Enterprise Zone. Companies locating in the enterprise zone can claim up to $3,000 for each new job over a 3-year period, with a maximum of 200 new jobs per taxpayer in any given year. Qualified manufacturing or commercial printing businesses may qualify for reclassification of real and personal property for 5 years of ~~reduced taxes of~~ with a 40-60% reduction in their primary property tax by investing in new buildings, equipment or property. For small

manufacturers, minority and women-owned businesses, significant property tax abatements apply in Enterprise Zones.

In addition, the City of Avondale is a participating community in the Greater Maricopa Foreign Trade Zone (FTZ). This federal program initiated in 1934 will stimulate Avondale's local economy and enhance job creation within our City. In addition to the customer fees and regulations, each state legislature can enact enabling legislation to FTZ's within their state and typically this legislation includes property tax incentives. The Arizona state legislature enacted enabling legislation for FTZ's which allows Arizona and more importantly Avondale based businesses in the FTZ to lower their property taxes to 5% instead of the current 25%. This lower rate is the same as that offered to businesses in an Enterprise Zone.

Growth Area

~~Introduction~~

~~As many large-scale developments occur throughout the City, opportunities for economies of scale (the reduction in cost that is due to larger production) in infrastructure construction can be easily missed. The definition of growth areas helps to focus the City's resources on those parts of the City most appropriate for future development. They also send a signal to the development community concerning the City's priorities. This helps to induce optimal and appropriate development activity in the City. Targeting growth in this manner will help to ensure that public facilities can be located where they are best able to serve the population. This element identifies and describes where we expect to encourage the most intense development to occur, and where we expect the most intense use of City services and infrastructure.~~

~~Past, Present and Future Trends~~

~~Our City has increased in population by nearly 20,000 new residents between 1990 and 2000. So far, growth has mostly occurred north of, or in proximity to, the I-10 corridor and has largely coincided with existing and proximate infrastructure. Table 9, below, compares our growth to other west side communities.~~

~~**Table 9 - Rankings of Numerical and Percent Change in Population of Avondale and Other West Valley Communities, 1990 to 2000**~~

~~Place~~	~~1990 Population~~	~~2000 Population~~	~~Numerical Change~~	~~Rank[1]~~	~~Percent Change~~	~~Rank[2]~~
~~Avondale~~	~~16,169~~	~~35,883~~	~~19,714~~	~~12~~	~~121.9%~~	~~9~~
~~Goodyear~~	~~6,258~~	~~18,911~~	~~12,653~~	~~17~~	~~202.2%~~	~~6~~
~~Litchfield Park~~	~~3,303~~	~~3,810~~	~~507~~	~~58~~	~~15.3%~~	~~54~~
~~Tolleson~~	~~4,434~~	~~4,974~~	~~540~~	~~74~~	~~12.2%~~	~~62~~

~~Note: 1. Rank of numerical change among all incorporated places in Arizona.~~
~~Note: 2. Rank of percentage change among all incorporated places in Arizona.~~

~~Since most new development in Avondale has followed infrastructure and transportation corridors, the areas that would be most cost-effective, served by existing~~

~~infrastructure, are in the process of being built out today. Because the growth in Avondale has exceeded projections, infrastructure capacity sufficient to serve parts of the City south of Buckeye Road or outside our major transportation corridors is not always present.~~

~~The City is involved with other efforts that can and are being used to promote development with growth areas as well as in other areas of the City. WESTMARC, a not-for-profit organization of business and other supporters of West Valley development, works with Avondale and other cities to encourage economic development in the West Valley. The City is also a member of the Western Maricopa Enterprise Zone, which includes parts of Phoenix, Glendale, Goodyear, Avondale, Peoria, Buckeye, El Mirage and unincorporated western Maricopa County. Figure 4 details the Western Maricopa Enterprise Zone boundaries.~~

~~In addition to the growth areas identified in this section, other areas of Avondale are appropriate for intense development and redevelopment. These areas include the Avondale business core identified in the City of Avondale Redevelopment Implementation Plan and the area immediately surrounding the Phoenix International Raceway. Recommendations relevant to the Avondale business core are located in the Conservation, Rehabilitation and Redevelopment Element of this Plan. The area around the Phoenix International Raceway is discussed in this Plan's Land Use Element.~~

~~Planning Issues~~

- ~~Additional transportation infrastructure will be necessary to support the growth in the area between I-10 and McDowell Road~~
- ~~There will continue to be competition between retail and employment uses for locations with superior access and visibility. Balancing the need for additional sales tax revenues against attaining a .5 population-to-employment ratio should be considered when making decisions about particular land uses in these areas.~~
- ~~The factors making growth areas desirable now may change over time, due to other land uses or infrastructure. An example is the impact of Loop 101 on the 99th Avenue corridor.~~
- ~~It may be beneficial to offer incentives to an anchor tenant in order to a concentration of uses within a growth area, which may then draw other entities.~~
- ~~To maximize the use of transportation infrastructure, growth areas should encourage densities, land uses, and infrastructure design that support multiple transportation modes, including public and non-motorized transportation.~~
- ~~Defining which areas will be centers for growth in the near and long term will help to concentrate our resources on the areas that are the most suitable for development. Focusing our resources will help to use our infrastructure efficiently and maximize opportunities, to achieve economies of scale in the development of infrastructure, and to provide City services.~~

- ~~Immediate political decisions (such as the location of a large public facility) may result in the formation of growth areas in locations where infrastructure does not yet exist. These opportunities to capture retail or employment uses, which could benefit Avondale, should be captured when possible and practical.~~
- ~~Growth areas may have different foci. For example, growth areas may be focused around unique attractions such as the Phoenix International Raceway, Estrella Mountain Community College, a shopping area, an arts center, or a large employer~~

The purpose of identifying specific areas of the City as a "Growth Area" is to identify opportunities within Avondale where development is constructed in an efficient manner that maximizes infrastructure such as roads and sewer. Identifying these areas permits siting public services and facilities where they can best serve the population. ~~Locating~~ Designating growth areas also sends a strong message to the development community as to where the City would like to concentrate its resources to encourage efficient development.

Growth Areas offer opportunities for enlarged or branch facilities that will allow long-time Avondale enterprises to grow with the City. Institutional uses, particularly, can contribute to the economy with planned expansions -- such as Estrella Mountain Community College, Rio Salado Community College, and Universal Technical Institute. Municipal facilities also provide a catalyst for private sector enterprises. The Goodyear-Phoenix Municipal Airport, for instance, is cited as a business generator as well as the City Center.

As many large-scale developments occur throughout the City, opportunities for economies of scale (the reduction in cost that is due to larger production) in infrastructure construction can be easily missed. The definition of growth areas helps to focus the City's resources on those parts of the City most appropriate for future development, such as the City Center. They also send a signal to the development community concerning the City's priorities. This helps to induce optimal and appropriate development activity in the City. Targeting growth in this manner will help to ensure that public facilities can be located where they are best able to serve the population. The areas along Avondale Boulevard, 99th Avenue north of the I-10 freeway, Van Buren Street, and Lower Buckeye Road are where the City expects the most intense development to occur and where we expect the most intense use of City services and infrastructure.

The growth areas identified in this plan are defined as areas appropriate for intense employment, retail or mixed-use developments that are supported by high-volume transportation infrastructure and superior access.

As we continue to strive to provide jobs and shopping opportunities for our residents, we have identified other areas that we believe would be appropriate locations for intense employment and retail uses. Generally, existing areas of intensity, and areas we

would like to see intensely developed, have several common characteristics that we believe are important to the success of a growth area. These characteristics are:

- Proximity to an area of activity inside or outside the City (for example, a stadium or large employment or retail facility, airport, rail station or other major transportation facility).
- Superior transportation access.
- Available land and infrastructure that can accommodate higher intensity mixed-use or single-use development or redevelopment.
- Superior access to labor or consumer markets.

As Avondale has grown and developed over the past decade, some areas have become the focus of more intense development. These areas are mostly located in the half-mile north and more than half-mile south of I-10 between the City's borders. These areas currently include high intensity regional retail and automotive sales and the proposed City Center. In 1991 Avondale prepared the Freeway Corridor Specific Plan to guide development in this area and ensure that this area would be retained as a location for employment and retail uses. Table 10 describes the types of development desired within each growth area in Avondale.

Table 10 - Current Areas of Influence and the Types of Activities that Should be Encouraged

Growth Area	Types of Activities
Freeway Corridor/99th Avenue	High intensity employment, freeway commercial and retail uses adjacent to the I-10; freeway commercial, mixed-use and ~~industrial~~ **business** park/specialty support along 99th Avenue.
Airport Growth Area	Airport support and airport-related office and service uses.
South Core	Medium intensity commercial and employment uses ~~and medium and high density residential uses.~~
Phoenix International Raceway	Raceway related tourist service and retail.

In addition to the growth areas identified in this section, other areas of Avondale are appropriate for intense development and revitalization. These areas include the Avondale business core identified in the City of Avondale Infill Incentive Plan, and the area immediately surrounding the Phoenix International Raceway. Recommendations relevant to the Avondale business core are located in the Neighborhood Preservation Element of this Plan. The area around the Phoenix International Raceway is discussed in this Plan's Land Use Element.

Demographics

Rapid population growth has created consistent challenges in Avondale and Maricopa County for the last 10 -15 years. Demographic trends and projections shape Avondale's needs and opportunities. Changes in the size and characteristics of the City's population may have profound impacts on the fiscal, economic, social and natural environment. Population increases generate demands for additional facilities and services. Different age and income segments of the population have different needs, which shape demands for housing, services and infrastructure.

A complete assessment of growth trends in Avondale is found in the Tables below.

The Demographic Profile examines historic and projected population growth, as well as residential and non-residential development trends. These trends provide baseline assumptions upon which future land uses, fiscal needs, housing needs, public infrastructure and service demands will be measured.

Age

Overall, the population of Avondale is younger than that of the nation – the median age in 2006 in Avondale was 29.8 years, compared to Maricopa County at 33.3, and the median age in the U.S. at 35.3 years. Changes in our population are addressed in the Land Use Element. What is not reflected in the population figures is the age distribution of our growing population. The City is home to a particularly large proportion of young people (with 28% of the population under the age of 15 and another 14% between the ages of 15 and 24).

This relatively young population, coupled with our residents' higher educational attainment (according to the US Census and other sources, numbers went up significantly between 1990 and 2000 for HS diplomas, college, and bachelor or higher degrees) provides a youthful and increasingly educated work force. Table 6 describes the age distribution of our population.

Table 6 – Age Distribution, Avondale and Maricopa County, 1990 - 2010						
	Avondale			Maricopa County		
Age	1990	2000	2010	1990	2000	2010
Less than 10	22.1%	19.5%		22.3%	15.7%	
10-19	17.4%	17.7%		14.4%	14.2%	
20-24	8.2%	6.7%			7.3%	
25-34	17.2%	16.8%		18.6%	15.9%	

35-44	12.4%	16.2%		14.8%	15.5%	
45-54	9.7%	11.7%		9.8%	11.9%	
55-64	6.1%	6.2%		7.7%	7.9%	
65-74	4.5%	3.2%		7.4%	6.1%	
75 or More	2.4%	2.1%		5.1%	5.5%	
Median Age	26.2	29.5		32.1	33.0	
Source: AGS, US Census 1990, 2000, 2010						

Employment

In 2000, the workforce in Avondale was made up of approximately only 16% employed in educational, health, and social services, 14% employed in manufacturing, with the remaining industry made up of retail and entertainment, accommodations and food services, finance, insurance, real estate, and construction jobs.

However, in 2006, twelve companies employed more than 150 people each in Avondale. These employers are concentrated in retail trade and education to include Wal-Mart Stores, Inc., Avondale Elementary, Tolleson Union High, Agua Fria Union High, and Litchfield Elementary School Districts, Costco Wholesale, Home Depot, Sam's Club, Estrella Mountain Community College, and Universal Technical Institute.

In the past ten years Avondale experienced rapid growth in its housing and retail sectors, and is now presented with many different opportunities and challenges relative to our economic development path. Existing major employment sectors today are management, professional, sales, and service occupations.

The City is involved with other efforts that can and are being used to promote development with growth areas as well as in other areas of the City. The City participates with the State of Arizona and the Greater Phoenix Economic Council (GP EC) in advancing economic development efforts within our community, region, and state.

The population and educational attainment numbers show a bright future for the City and the labor force statistics point to its' untapped potential. Table 7 contains labor force statistics for the City of Avondale and Maricopa County as a whole. Labor force statistics indicate that the City of Avondale has a higher level of unemployment and a relatively low percentage of the population in the labor force when compared to the County overall.

Table 7- Labor Force Statistics, Avondale and Maricopa County, 2004-2010							
Avondale	2004	2005	2006	2007	2008	2009	Annualized Growth
Labor Force	29,339	33,062	35,951	37,710	38,724	38,712	6.4%
Employment	28,098	31,774	34,745	36,530	36,923	35,838	5.5%
Unemployment Rate	4.2%	3.9%	3.4%	3.1%	4.7%	7.4%	
Maricopa County	2004	2005	2006	2007	2008	2009	Annualized Growth
Labor Force	1,784,457	1,845,111	1,906,543	1,945,776	1,999,092	2,000,228	2.4%
Employment	1,706,674	1,771,013	1,840,629	1,882,990	1,903,250	1,847,328	1.7%
Unemployment Rate	4.4%	4.0%	3.5%	3.2%	4.8%	7.6%	

Source: Arizona Department of Commerce

Table 8 shows the occupational distribution of the workforce in Avondale and Maricopa County.

Table 8 – Occupational Distribution of the Workforce, Avondale and Maricopa County				
	Avondale		**Maricopa County**	
	2000	2010	2000	2010
Executive, Administrative, and Managerial	10.9%		14.4%	
Professional Specialty Occupations	11.7%		14.6%	
Technical, Sales, and Administrative Support	29.8%		34.8%	
Services	12.7%		12.7%	
Farming, Forestry, and Fishing	6.1%		2.0%	
Precision Production, Craft, and Repair	13.3%		10.7%	
Machine and Transport Operators	11.1%		7.5%	
Handlers, Equipment Cleaners, Helpers, and Laborers	4.5%		3.2%	

Source: 2000, 2010 Census, Claritas

~~Planning Issues~~

- ~~Low-skilled jobs are decreasing in Avondale.~~

- ~~Avondale must continue to participate in regional economic development efforts.~~
- ~~Efforts must be made to attract companies and industries with above average wages.~~
- ~~Natural and recreation amenities within Avondale have great untapped potential to be conserved as environmental tourism attractions.~~

Income

The City's household median income of $64,844 is consistent with the smaller household size for the City, but lower than the county average of $75,511. The 2000 U.S. Census data has an average U.S. household income of $61,909, with an Arizona state average of $48,286.

The annualized growth rate of Avondale households over the course of the current decade is 13.9 percent. Household growth is expected to show a decline from 2010 to 2030 as population growth begins to slow. Maricopa County, again, shows similar trends, with household growth rates gradually declining over this horizon.

Population

The current Avondale population is more than 77,000 and is expected to reach 123,000 by year 2030. Our City has increased in population by nearly 48,000 new residents between 2000 and 2010. Previously, growth mostly occurred north of, or in proximity to, the I-10 corridor and has largely coincided with existing and proximate infrastructure.

Beginning in 2010, the annualized population growth rate is projected to slow significantly in Avondale, and growth will continue to diminish in 2020 and beyond.

From 2010 to 2020, Avondale's annualized growth rate is projected to drop from 12.9 percent to 4.9 percent. From 2020 to 2030, growth is projected to slow to an annual rate of 3.2 percent as the community begins to reach build out.

Since most new development in Avondale has followed infrastructure and transportation corridors, the areas that would be most cost-effective, served by existing infrastructure, are in the process of being built out today. Because the growth in Avondale has exceeded projections, infrastructure capacity sufficient to serve parts of the City south of Buckeye Road or outside our major transportation corridors is not always present.

ECONOMIC ELEMENT GOALS AND OBJECTIVES

~~1. GOAL: CREATE DESTINATION EMPLOYMENT CENTERS IN TARGETED AREAS OF THE CITY THAT WILL HELP TO IMPROVE THE BALANCE BETWEEN JOBS AND POPULATION.~~

~~*These areas will help Avondale focus intense development into areas where services and infrastructure can be efficiently provided.*~~

~~A. Objective: Amend the Freeway Corridor Specific Plan to protect existing and future business locations from residential encroachment.~~

~~B.~~ Objective: Encourage the development of growth areas identified in this 2002 Plan through zoning and other practical and affordable mechanisms.

1. Goal: Grow and diversify Avondale's economy and employment base through business retention, expansion, and development.

A. Objective: Identify and recruit targeted growth sectors based upon an understanding of Avondale's current and projected economy, with emphasis on professional and technical employment.

B. Objective: Work with the City's partners to educate and enhance the available work force for targeted sectors.

C. Objective: Develop a "Motorsports" economic cluster by leveraging the presence of Phoenix International Raceway (PIR); continue to enhance partnership opportunities with PIR to promote race track retention and expansion.

D. Objective: Use the City's available tools to facilitate the retention and attraction of targeted businesses within growing employment sectors.

E. Objective: Leverage the City's proximity to the west coast and port districts to attract international industries and high-tech companies.

F. Objective: Maintain Avondale's retail prominence as part of the City's economic and revenue base by identifying areas for new and higher quality retail and restaurant development to capture increased sales while maintaining a balance with necessary retail services.

~~2. GOAL: ENCOURAGE ECONOMIC DIVERSITY WITHIN GROWTH AREAS.~~

~~*A mix of economic activities will help our City remain prosperous despite economic changes that may occur within specific sectors of the economy.*~~

~~A. Objective: Encourage different economic foci within each growth area.~~

2. Goal: Enhance and market Avondale's business climate.

A. Objective: Establish economic vitality and competitiveness as core City priorities and areas of policy focus.

B. Objective: Promote the City's commitment to economic vitality and customer services to local businesses via meetings and business visits.

C. Objective: Document input received from local business owners and address substantive issues.

D. Objective: Support new development that accommodates business attraction opportunities.

E. Objective: Increase the supply of developable business park land and promote a flexibility of uses within.

F. Objective: Encourage continued diversity and expansion of small business.

G. Objective: Develop a program to reach out to business owners in partnership with the Southwest Valley Chamber of Commerce and community organizations through the Chamber Business Retention and Tourism Support (B.R.A.T.S.) Program.

3. Goal: Continue to participate in regional economic development efforts.

A. Objective: Collaborate with all west valley communities on common issues and opportunities that affect the long-term quality of life and economic viability of each community.

B. Objective: Continue to participate and coordinate activities of mutual interest with the Greater Phoenix Economic Council (GPEC), WESTMARC, the Southwest Valley Chamber of Commerce and Estrella Mountain Community College's office of Workforce Development.

C. **Objective: Continue to be a partner with Maricopa County in the implementation of the Western Maricopa Enterprise Zone (WMEZ), which is administered through WESTMARC.**

D. **Objective: Be pro-active in seeking out and offering incentive packages to quality end users interested in locating within the City.**

4. Goal: Encourage and facilitate small/local business development and diversity.

A. **Objective: Acknowledge the diversity of Avondale's small/local business owners and reach out to a diverse range of entrepreneurs and business associations through business visits and other means.**

B. **Objective: Promote business incubator opportunities throughout the City.**

C. **Objective: Work with the City's partners to provide technical assistance and funding opportunities for small/local businesses.**

5. Goal: Implement revitalization activities to enhance the City's economy and sense of place.

A. **Objective: Collaborate with Goodyear to address common issues on Western Avenue in Old Town and at other mutual city boundaries.**

B. **Objective: Identify opportunities to leverage proximity to the Phoenix-Goodyear Airport and other regional assets.**

C. **Objective: Periodically evaluate the Commercial and Residential Infill Incentive Plans, the Old Town Avondale Zoning District/Design Guidelines, and other tools that support redevelopment.**

D. **Objective: Be proactive in creating adaptive re-use projects for buildings that may be vacant or become vacant throughout the City.**

E. **Objective: Strengthen Western Avenue as a business district.**

6. Goal: Implement the City Center Specific Area Plan

A. **Objective: Capture the employment growth projected in the City Center Specific Area Plan by attracting employers in targeted business markets.**

B. **Objective: Encourage projects that enhance the community through quality urban design.**

C. **Objective: Create an on-going marketing program for the City Center.**

D. **Objective: Promote the public-private partnership between the City and the American Sports Center.**

E. **Objective: Establish the City Center Area as a vibrant entertainment destination.**

7. Goal: Invest in neighborhood infrastructure, public spaces and amenities.

A. **Objectives: Inventory and prioritize infrastructure improvements according to project feasibility to increase the quality of life for the residents.**

B. **Objective: Assess and implement methods requiring new residential developments to incorporate specific amenities and designate a specific amount of space for common use by neighborhoods.**

8. Goal: Promote Avondale as a responsible business partner through targeted communication projects and outreach.

A. **Objective: Identify a "Brand Identity"; a statement or a description that defines the community.**

B. **Objective: Develop key messages about Avondale's assets, strategic vision and opportunities.**

C. **Objective: Enhance the City's business-related informational materials.**

D. **Objective: Sponsor community events that will include participation from local businesses throughout the City.**

9. Goal: Create employment centers to attract business that match the City's economic targets.

A. **Objective: Locate desired and targeted businesses in Avondale, specifically in Bio-Industry (along Van Buren Street), Medical Support Services (along McDowell Road), Advanced Financial/Business Services, Aerospace/Aviation, Motorsports/Automotive, Light Industrial/Manufacturing and Renewable Industries.**

B. **Objective: Recruit businesses that encourage pedestrian traffic into appropriate mixed use areas.**

C. **Objective: Encourage high-intensity, high-design profile commercial, employment and residential development in the City Center Area.**

10. Goal: Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities.

A. **Objective: Support efforts to locate and develop additional business park and industrial land along Avondale's business corridor.**

B. **Objective: Promote business park employment uses adjacent to high capacity roadway corridors such as the I-10 Freeway and Van Buren Street.**

C. **Objective: Partner with existing educational facilities, such as Estrella Mountain Community College, to expand campuses for higher degreed programs, colleges, and universities.**

D. **Objective: Partner with secondary education facilities and school districts to ensure a deployment of a workforce that has the basic skills and the educational attainment to satisfy the demands of existing and emerging industries.**

11. Goal: Partner with Maricopa Association of Governments to utilize the rail line along MC-85 and Main Street to create opportunities for commuter rail and future employment.

A. **Objective: Create mixed use development/redevelopment opportunities along MC-85/Main Street.**

B. **Objective: Become a viable connection to the valley-wide commuter rail study in Maricopa County to increase the job base in Avondale.**

C. **Objective: Provide for transportation-oriented development (TOD).**

Economic Vitality Theme
COST OF DEVELOPMENT

Cost of Development

This element of the Economic Vitality Theme includes goals and objectives that will guide the City in assuring that new development pays its fair share of the costs associated with infrastructure and public service needs it generates.

With the dynamic growth of Avondale in recent years, our City has faced the challenge of continuing to provide a high level of City services to residents and businesses. Over the past decade, the City has been diligent in its efforts to fund increases in the number of police and fire personnel and facilities, City support, and basic service employees and City services. These efforts have included balancing the need for new services and facilities in developing areas of the City while maintaining and upgrading existing facilities in developed areas.

New facilities and services are funded through capital bonds, grants, public private partnerships, and development fees. Services are usually funded through the general fund, which includes police, fire, library, recreation and City administration. The general fund is usually funded with sales tax revenues and other population-based revenues from the state or federal government or payment for City services. Sales tax is the largest revenue source for the City's general fund and our growth has been accompanied by increasing sales tax revenues. In fact, City sales tax collections (which historically account for between one quarter and one third of all general fund revenues) have increased at an average annualized growth rate of 19.6% since fiscal year (FY) 2001. (See Table 11).

Table 11 – Increases in City Sales Tax Revenues, FY01 to FY09[1]

	FY01	FY05[2]	FY08/FY09	Annualized Growth
Sales Tax Revenues	$ 7,263,241	$34,955,607	$37,549,019 ('08) $32,613,973 ('09)	
Percent Change	19.6%	38%	7.4% ('05-'08) -13.1% ('08-09)	38%

1. Fiscal year ends in the year listed, for example FY 01 begins July 1, 2000.
2. Sales tax rate increased from 1.5% to 2.5% between FY01 – FY05.

Source: City of Avondale Audited Financials

Although it is increasing, the sales tax revenue stream is volatile. It is subject to economic conditions, such as a building boom that results in an increase in construction activity tax revenues or a fluctuation in the stock market or employment rates which may result in a decrease in general consumer spending.

To offset some of the costs associated with new development, the City adopted new development fees on July 1, 2009. These fees ensure that new development pays a fair and proportionate share of the costs it incurs.

We will have to continue to balance between the needs of recently developed areas in the north with older areas such as Cashion, Las Ligas, Central and Old Town Avondale, and the newly developing areas south of Broadway Road. Infrastructure services and costs may vary from geographic area to geographic area and the City should review its development fee structure periodically. The South Planning Area (south of the Estrella Mountains) may require a different fee structure than areas north of the mountains (Estrella Foothills Planning Area) due to its location and geographic constraints.

As our City continues to grow, we should explore the opportunity to partner with the public and private sectors in newly developing areas. For example, there may be opportunities to work with Arizona Public Service or Salt River Project to provide trail facilities associated with new power line corridors. Opportunities also exist to work with the Flood Control District of Maricopa County to provide flood control facilities that are designed to accommodate multiple use recreation activities, or to work with private development to provide public open spaces in the form of plazas or parks.

COST OF DEVELOPMENT ELEMENT GOALS AND OBJECTIVES

~~**1. GOAL: MAINTAIN AND ENHANCE THE FISCAL VIABILITY OF THE CITY.**~~

~~*The City must continue to provide services and facilities for new residents and businesses while maintaining and improving its current level of service provided to existing residents and businesses.*~~

~~A. Objective: Use a variety of sources to finance necessary public services.~~

~~B. Objective: Plan to fund future public services and facilities.~~

~~C. Objective: Diversify City revenue streams.~~

~~D. Objective: Execute appropriate strategies for redevelopment and enhance existing service delivery for City residents.~~

1. Goal: Maintain and enhance the fiscal viability of the City.

A. Objective: Use a variety of resources to finance necessary public services.

B. **Objective: Plan to fund future public services and facilities through means such as tax districts and/or business improvement districts.**

C. **Objective: Strive to balance costs and revenues that will provide a high and sustainable level of service to City residents.**

D. **Objective: Optimize the use of City resources in the long-term.**

E. **Objective: Encourage development that will increase the City's sales tax revenues.**

F. **Objective: Develop incentive programs to promote infill business development within Avondale.**

G. **Objective: Take advantage of tourism amenities to enhance the tax base of Avondale.**

2. Goal: Preserve and enhance infrastructure and the existing level of public services for residents and businesses.

A. **Objective: Continue to require that new development pay for its fair, proportionate share of service and infrastructure costs.**

B. **Provide an infrastructure system to meet the needs of existing and future businesses.**

C. **Expand the infrastructure available to business parks to provide "shovel ready" sites.**

D. **Objective: Prioritize infrastructure improvements in the Old Town area to provide opportunities for small business to include wireless and other technology.**

EXHIBIT E

SUSTAINABLE DEVELOPMENT THEME

Preface

Sustainability is meeting today's needs without compromising the ability of future generations to meet future needs. Sustainable development is responsible managed growth that balances present demands with future demands in terms of energy, air and water quality, habitat, community aesthetic, quality and quantity of goods and services, and cultural and historical resources. It should be economically viable to the developer, balancing up front costs with cost savings over the long term operation of the development. In Avondale, there is plenty of opportunity for new development and redevelopment. It is vital that good practices of sustainable development be put into effect at the earliest opportunity to maximum benefits.

The Sustainable Development Theme is comprised of two elements, Energy and Environmental Preservation and Sustainability. Through the Energy Element, Avondale is committed to being a leader in energy efficiency, reducing energy demands, and furthering the use of alternative and renewable energy sources. Avondale is committed to focusing on ways to reduce energy consumption and move toward alternative clean energy sources. The Environmental Preservation and Sustainability Element, focuses on conserving, protecting and enhancing Avondale's natural and cultural resources.

"Sustainability" is the cornerstone of the city's plan that is supported by the participants in the planning process, especially in regard to the natural environment. Avondale's natural environment is a valuable community resource – it is the dominant feature of the community's character; it makes Avondale unique; and ironically it is the attractiveness of the Gila River, the hillsides, and open spaces that makes Avondale so attractive for development that, in turn, could degrade the quality of the natural environment.

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ENERGY ELEMENT

Introduction

Federal policy is placing renewed emphasis on creating and growing a clean energy economy that results in new jobs, new businesses, and reduces the United States dependence on foreign oil[1]. Similar to the groundswell of public support for environmental protection issues in the 1960's and 1970's, the dawn of the 21st Century is witnessing a growing call for action to conserve energy and shift towards clean renewable sources of energy such as solar and wind power. Recognizing the importance of energy resources and long-range planning, the State of Arizona requires that every county, city and town General Plan include an element specifically focused on energy. The purpose of this element is to promote reduction of energy demand, increase energy efficiency, and maximize the use of clean renewable energy. Renewable energy systems allow cities to become more independent from the grid and fossil fuels, support the market for renewable technologies, and display a visible public commitment to a sustainable energy future.

Because of Avondale's abundance of sunshine, solar power is an attractive and viable renewable energy source. Avondale will promote the energy efficiency by evaluating programs that reduce demand and further the use of alternative renewable energy.

Municipal regulations and policies can help achieve energy consumption reduction by improving the energy efficiency of buildings, by encouraging use of clean renewable energy sources, by providing more convenient routes for transportation other than automobiles, and by educating the public so that they can change their own personal habits of energy consumption.

In addition to issues related to energy use, methods of energy delivery also impacts Avondale through the major electric power line corridors crossing the city as well as the three major electrical substations sites. These features represent opportunities for provision of open space, recreation opportunities, landscape enhancements, and aesthetic improvements through landscaping and provision of amenities. In a similar way, the major regional canals that cross Avondale, and the numerous well sites located throughout the City, can be mitigated for off-site impacts and be turned into benefits for residents and visitors when taken into consideration in the development process. Goals and objectives below address these features related to electricity and water.

Past, Present, and Future Trends

Average annual low temperatures in the Valley have shown a marked increase in the last 40 years coinciding with increased population and urbanization[1]. Concrete retains heat, so that it stays warmer longer in the evenings and over night. The impacts of these higher low temperatures include increased energy consumption, predominantly through

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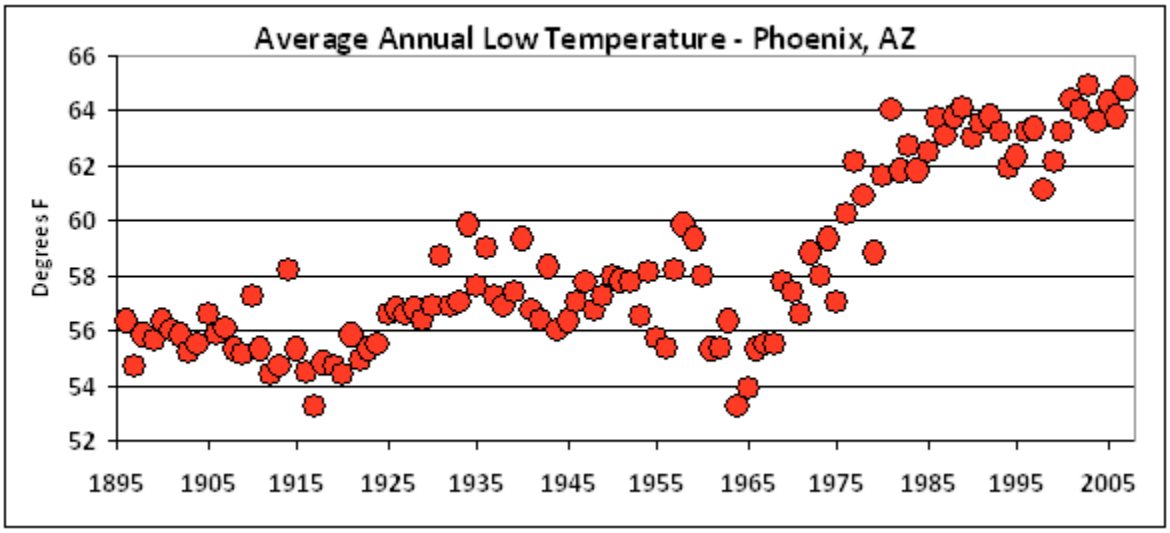
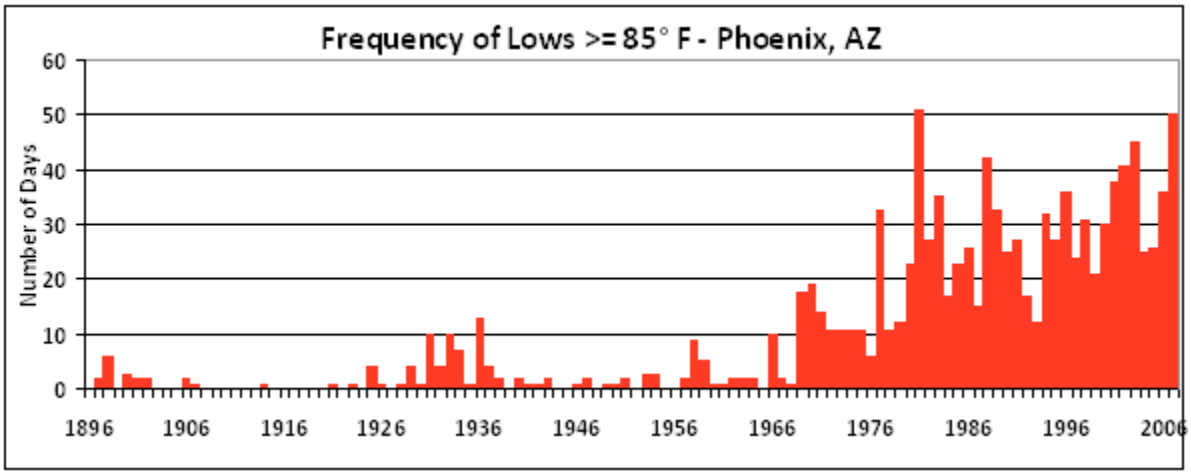
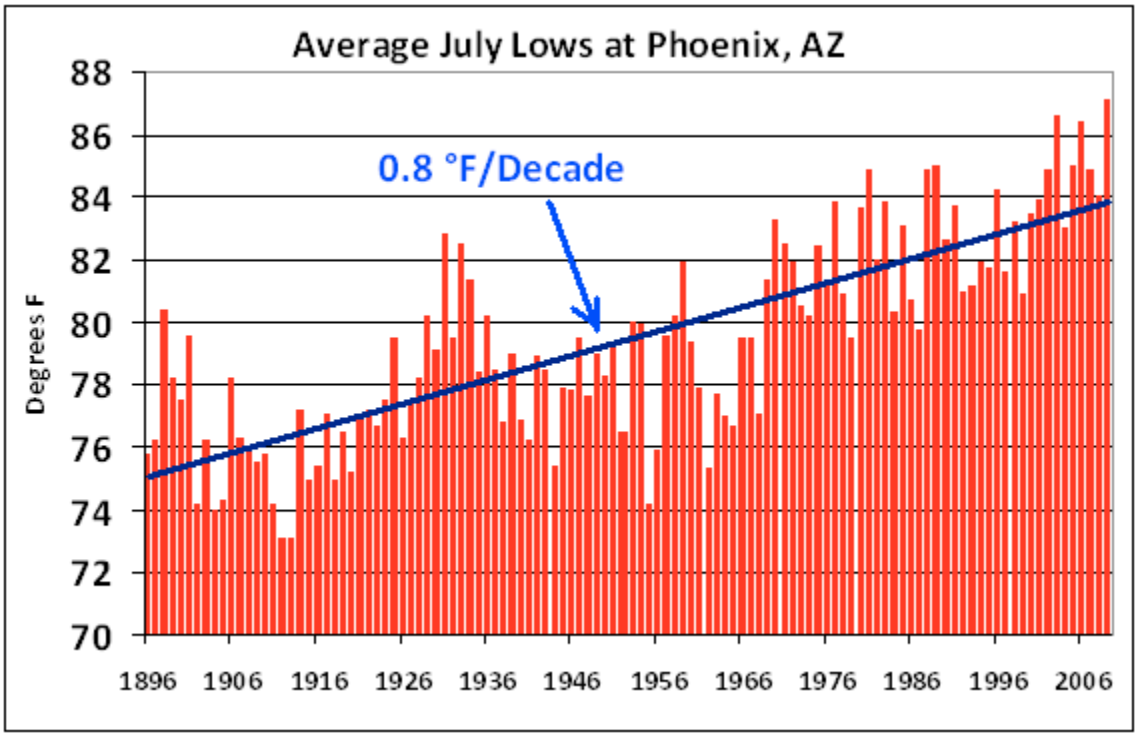
longer use of air conditioning[2]. The combination of increased per capita energy demand and growing population gives impetus to the need for energy conservation, efficiency maximization, and use of clean renewable sources.

[1] White House press release May 5, 2009
[2] National Weather Service Forecast Office, Phoenix Historical Data
[3] Arizona Department of Water Resources, Water Atlas, Active Management Areas, Climate



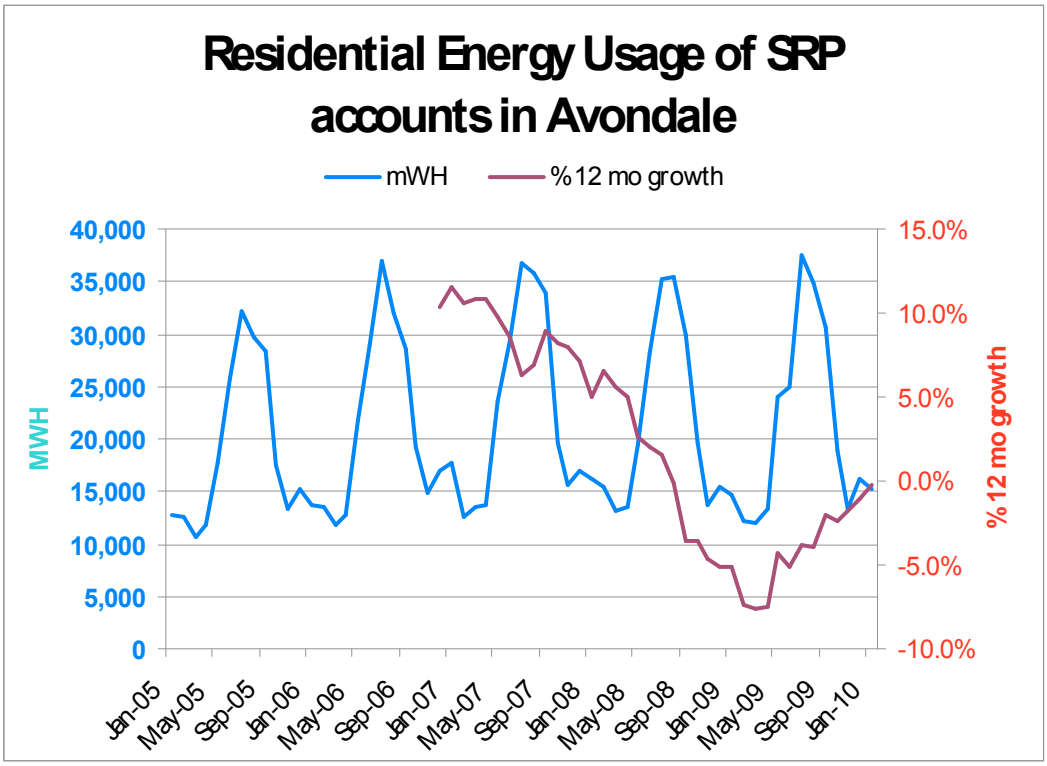


Source: National Weather Service Forecast Office

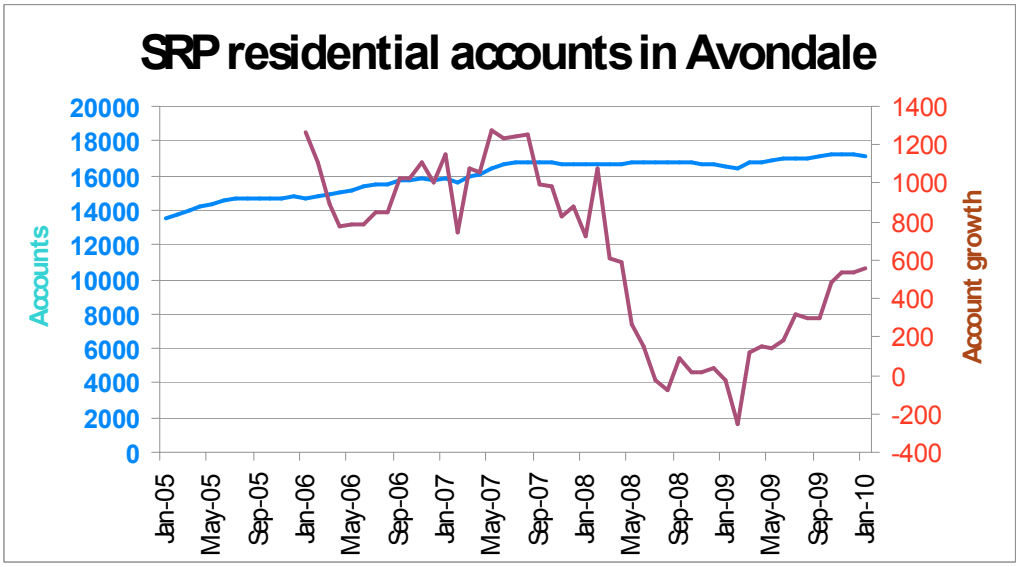


Source: National Weather Service Forecast Office

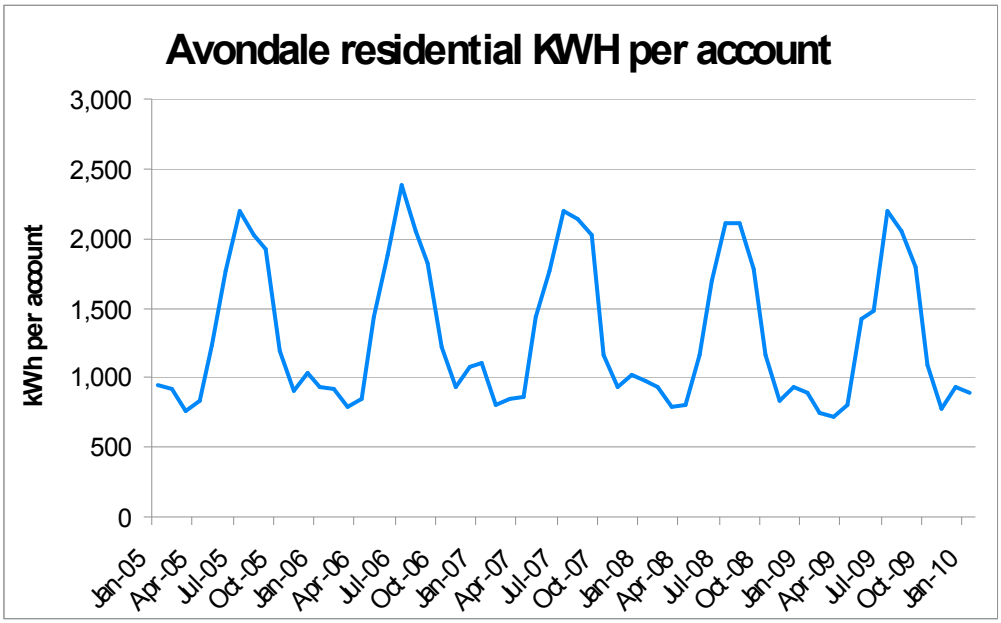
As is typical of Central Arizona energy use patterns, there is a spike in electrical demand in the summer months (see below). The economic downturn of 2008 to 2010 is reflected in the sharp reduction, sometimes negative growth, in electrical demand.



Source: Salt River Project



Source: Salt River Project



Source: Salt River Project

Reducing the amount of energy consumed, switching to clean reviewable energy sources, and educating and encouraging the public in these endeavors are the foundations to a successful sustainability strategy.

Goals and Objectives

1. **GOAL: Integrate energy efficiency measures and renewable energy sources into all aspects of Avondale planning.**

    A. Objective: Revise the Zoning Ordinance and Design Manuals to establish minimum requirements of sustainable development and energy efficiency practices.
    B. Objective: Adopt the most current edition of the International Energy Conservation Code.
    C. Objective: Consider programs that might include financial and other incentives to encourage sustainable development and energy efficiency practices by developers and residents.
    D. Objective: Encourage "walkable" communities, vertical development where appropriate, mass transit, and efficient land use patterns to minimize fuel consumption and energy usage.
    E. Objective: Work with the Homebuilders Association in developing and amending green building/sustainable development initiatives and programs.

2. **GOAL: Promote expansion of renewable energy.**

   A. Objective: Study areas that may be suitable for locating commercial renewable energy facilities (e.g. Phoenix International Raceway).
   B. Objective: Modify local codes, regulations to encourage private residential scale renewable energy.

3. **GOAL: The City is a high-profile builder, service provider, and energy consumer in the community and should demonstrate good sustainability practices as an example to all.**

   A. Objective: Build all new City facilities to a minimum of a LEED Silver standard or equivalent.
   B. Objective: Develop a plan for upgrading the energy efficiency of existing City facilities to the highest level feasible.
   C. Objective: Require that newly purchased office equipment, appliances, and fixtures for use in City facilities be a minimum of Energy Star rated or better.
   D. Objective: Encourage City employees to reduce vehicle trips by carpooling, biking, taking mass transit, and utilizing alternate work schedules.
   E. Objective: Investigate the purchase of vehicles with greater fuel efficiency when replacing equipment.

4. **GOAL: Educate the public in ways of reducing energy consumption.**

   A. Objective: Promote energy conservation programs to the public.
   B. Objective: Raise awareness in the community though education and vigilance campaigns to recognize and stop energy waste.
   C. Objective: Provide training in sustainable development practices.

5. **GOAL: Integrate electric power line corridors, electric substations, regional drainage channels, and well sites into future development.**

   A. Objective: Work with developers and local utility providers to mitigate the off-site visual impacts on surrounding properties of electrical substations and well sites through decorative walls, opaque fencing, earthen berms, and landscaping.
   B. Objective: Require that electric power line corridors and regional drainage channels be developed as active and passive open space amenities for the community.
   C. Objective: Mitigate negative effects to residential dwellings that are located within proximity to electrical power lines of kv69 or larger.

ENVIRONMENTAL ~~PLANNING~~ PRESERVATION AND ~~CONSERVATION~~ SUSTAINABILITY ELEMENT

Introduction

As we continue to grow, we must make sure that our development complements and enhances our natural and cultural resources. This element contains Goals~~,~~ and Objectives~~, and Policies~~ that address the impacts of development on environmentally sensitive landforms, plants, and animals, ~~the~~ on air and water quality, and ~~the conservation of the~~ on natural and cultural resources ~~that are located within our open spaces and throughout the community~~. Protecting these resources now for future Avondale residents is an important part of the responsible sustainable growth of our community.

Past, Present, and Future Trends

Avondale's greatest natural resources are the Estrella Mountains and the Agua Fria and Gila rivers. The mountains, hills, river basins, floodplains, and riparian areas contain a variety of habitats that support many different plants and animals in contrast to our suburban environment. The rivers in particular were focal points of Native American culture and the early history of Avondale. Recreational and educational opportunities for residents and visitors have not been developed to a significant extent at present, but their potential is impressive. Protecting them from inappropriate development and irresponsible refuse disposal, and developing them for recreation and education to foster pride and communal ownership is an important strategy of the Environmental Preservation and Sustainability Element.

Because it is part of Maricopa County, Avondale is included in the designation of Maricopa County as a serious area for Carbon Monoxide (CO), ozone and particulate matter (PM-10), as defined by the Environmental Protection Agency (EPA) standards. The City of Avondale works with the Maricopa Association of Governments to reduce these pollutants through a variety of means.

The City is part of the Phoenix Active Management Area (Phoenix AMA). Within the Phoenix AMA there are several groundwater sub-basins, which include the West Salt River Valley (WSRV) groundwater sub-basin. Avondale is part of this groundwater sub-basin. ~~Within Avondale, a primary user of this sub-basin is agriculture. To replace water to the groundwater sub-basin, the City is involved in one recharge activity.~~ Although groundwater mining occurs in portions of the WSRV sub-basin, Avondale strives to maintain a balance between groundwater withdrawals and replenishment by implementing a system of recharge and recovery.

~~One way the City recharges water is through a 72-acre system of wetland lakes. Following wetland treatment, the water is transferred to over 30 acres of spreading basins specifically designed to recharge the over-drafted aquifer. The design capacity of~~

~~the system is 70-acre feet yearly, which will allow the recharge of additional supplies if they become available. The design of the recharge basin system is 10,000-acre feet yearly (AFY), which will use water resources from the existing wetlands system as well as sources to be identified in the future. The City is constructing this system in association with a property developer who has purchased the land surrounding the wetlands lakes and is constructing residential developments on it. The combined wetlands treatment and artificial recharge approach both fulfills the City's needs at a fraction of the cost of traditional treatment technologies and creates open space and wildlife habitat.~~

~~The Tres Rios project is centered on the 91st Avenue Wastewater Treatment Plant in Phoenix. This project 'polishes' secondary-advanced treated municipal wastewater through a series of wetlands along the Agua Fria, Salt, and Rivers. The wetlands extend past the confluence of the Gila River with the Agua Fria within Avondale. The wetlands supported by the Tres Rios recharge provide habitat for a variety of birds and other animals. Five species with federal status including the peregrine falcon, Yuma clapper rail, Southwestern willow flycatcher, bald eagle and cactus ferruginous pygmy-owl are either known to occur or may occur in this area. In addition, the lesser long-nosed bat, a federally designed endangered species, is known to occur or may potentially occur within this area.~~

~~To protect the community from flooding, the City is working with the Flood Control District of Maricopa County on the Agua Fria Watercourse Master Plan, the White Tanks Area Drainage Master Plan and the Durango Area Drainage Master Plan. Both of these plans propose flood control techniques to protect the community from the 100-year 24-hour storm. In addition, the City requires on-site retention of stormwater to be provided as a part of all new development.~~

The majority of Avondale's water supply is surface water that comes from the Salt and Verde Rivers and is delivered through the Salt River Project canal system. This water is received into a system of constructed wetlands where it is nominally treated, then transported to an artificial recharge facility owned and operated by the City of Avondale.

The Crystal Gardens constructed wetlands is a 72-acre system of lakes located between Thomas and McDowell Roads from approximately 107th Avenue to Avondale Boulevard. The wetlands can accommodate approximately 10,000 acre-feet of water per year.

The Avondale recharge facility, which is located north of Friendship Park consists of three spreading basins covering approximately thirty acres of land. Avondale is permitted by the Arizona Department of Water Resources to recharge up to 15,000 acre-feet of water per year at this facility. The combined wetlands treatment and artificial recharge approach meets the City's needs at a fraction of the cost of traditional treatment technologies and also creates opens space and wildlife habitat.

The remainder of Avondale's renewable water supply from the Colorado River via the Central Arizona Project (CAP) canal. The canal runs through the Phoenix metropolitan area but does not come close enough to Avondale to enable us to receive this water directly. Instead, Avondale receives its CAP water at two recharge facilities owned and operated by the CAP that are located several miles north of Avondale. Avondale withdraws the majority of this allocation and all of its Salt River Project allocation through a system of permitted recovery wells located within our water service area. We also leave a portion of our CAP allocation in storage at the CAP facilities, which may be recovered as needed in the future.

Beginning in 2010, Avondale will develop an additional renewable water supply at its local recharge facility. This supply will consist of reclaimed water treated at the newly expanded Charles M. Wolf Reclamation Facility. This water reclamation facility expansion was completed in 2009 and has increased Avondale's wastewater treatment plant capacity from 6.4 million gallons a day (about 7,000 acre-feet per year) to 9.0 million gallons a day (about 10,000 acre-feet per year). Avondale plans to leave approximately 1 million gallons a day at the facility's outfall to maintain an existing wetland area. The remainder will be transported through a 6.5 mile transmission line to our local recharge facility for storage, aquifer treatment and future use.

Avondale's recharge and recovery system allows the City to pump groundwater from its wells to deliver to customers without a net deficit to the groundwater supply in the WSRV.

Goals~~,~~ and Objectives~~, and Policies~~

1. **GOAL: ~~Work with the flood control district of Maricopa County to ensure that flood control projects enhance the environment and protect the community.~~ Protect floodways, floodplains, hillsides, and other environmentally sensitive areas from inappropriate development.**

    A. Objective: Periodically review City codes and regulations to protect floodways, floodplains, hillsides, and other environmentally sensitive areas from inappropriate development.
    B. Objective: Work with the Maricopa County flood control district to ensure that flood control projects enhance the environment and protect the community.
    C. Objective: Continue to meet Maricopa County flood control guidelines with regard to construction within the flood plains.
    ~~A.~~ D. Objective: Protect federal and state listed wildlife species.

~~6.~~ 2. **GOAL: Preserve existing habitat areas of wildlife and desert plant species.**

A. Objective: Develop a plan to encourage indigenous vegetation and riparian habitats to be maintained and enhanced where possible.

3. GOAL: Preserve and protect Avondale's cultural resources.

A. Objective: Protect archaeological sites within the City's planning area.
B. Objective: Protect existing structures of historic or cultural value to Avondale.

4. GOAL: Maintain or enhance the quality of Avondale's natural resources.

A. Objective: Promote studies from the Arizona Department of Fish and Game, as well as federal agencies that identify trends in wildlife populations that include Avondale.
B. Objective: Continue efforts to identify potential sources of pollution in and around the Gila River and Tres Rios area.
C. Objective: Preserve view corridors of the Estrella Mountains and White Tanks Mountains.
D. Objective: Enhance the riparian qualities of the Agua Fria River.

~~2.~~ 5. GOAL: Continue to meet federal, state, and county water quality standards.

A. Objective: ~~Ensure~~ Take measures that water supplies are protected from potential sources of contaminants.
B. Objective: ~~Protect the recharge function of the wetlands associated with the Gila River.~~ Protect water sources by inventorying existing septic systems within the City's planning boundary, and develop strategies to mitigate their negative impacts.

~~3.~~ 6. GOAL: Continue to participate in regional efforts to meet federal, state, and county air quality standards.

A. Objective: Participate in Maricopa Association of Governments (MAG) and Maricopa County efforts to meet federal and state air quality and water quality standards.
B. Objective: Continue to participate in regional efforts to reduce the number of employee vehicle trips to work.

~~4.~~7. GOAL: Reduce the amount of solid waste.

A. Objective: ~~Implement a City-wide recycling program.~~ Accept more types of recyclable material into the City-wide recycling program.

8. GOAL: Conserve water.

A. Objective: Maintain a balance between groundwater pumping and replenishment within Avondale's water service area by continuing to use renewable water supplies such as surface water and reclaimed water.
B. Objective: Continue Avondale's current water conservation program that contains incentives and educational elements for adults and school-aged children. Continue to provide practical information on how to conserve water both inside and outside of the home.
C. Objective: Expand Avondale's water conservation program to provide additional incentives and educational elements for non-residential water users, such as homeowners associations, schools and other public facilities, and commercial water users.
D. Objective: Explore the feasibility of collecting rainwater runoff and reusing it as reclaimed water in new residential neighborhoods and on commercial and industrial properties.
E. Objective: Pursue the increased use of reclaimed water for landscaping.

~~5.~~ 9. GOAL: Ensure that all commercial and industrial activities are monitored to protect the recharge, environmental, and other functions of the Agua Fria, Salt, and Gila rivers.

A. Objective: Ensure that all handling of hazardous materials is routed away from residential neighborhoods where feasible.
B. Objective: Work with Maricopa County flood control to ~~Minimize~~ minimize the environmental impact of existing and future mining operations.

EXHIBIT F

City of Avondale

DEVELOPMENT SERVICES

Planning Division

GENERAL PLAN 2030

Community Facilities Theme

CIVIC BUILDINGS, FACILITIES, AND SERVICES ELEMENT

GOALS AND OBJECTIVES:

1. **GOAL: ~~PROVIDE ADEQUATE PUBLIC SERVICES AND FACILITIES CONCURRENT WITH NEW DEVELOPMENT WHILE MAINTAINING OR IMPROVING EXISTING SERVICES LEVELS IN EXISTING DEVELOPMENT. PROVIDE EFFICIENT AND EFFECTIVE PUBLIC SERVICES AND FACILITIES THAT MEET OR EXCEED THE PUBLIC'S EXPECTATIONS OF SERVICE AT ALL NEW DEVELOPMENT AND UPGRADE THE DESIRED LEVEL OF SERVICE AT EXISTING DEVELOPMENT IF NEEDED.~~ PROVIDE EFFECTIVE AND EFFICIENT PUBLIC SAFETY SERVICES AND FACILITIES THROUGHOUT AVONDALE.**

   A. Objective: Develop ~~minimum~~ acceptable standards for the provision of ~~community services~~ public safety services and facilities ~~and infrastructure~~ that meet or exceed national, state and local standards. ~~as well as meet community standards for those services as defined by the residents~~. (Previously Objective B)

   B. Develop and expand public safety services such as police, fire, and medical ~~services~~ at a rate to keep pace with growth in order to keep the community safe. ~~and provide for rapid response times.~~ (Previously Objective C)

   C. Objective: Implement strategies to upgrade ~~community facilities~~ public safety services and facilities and ~~make up~~ improve service deficiencies in ~~already developed portions of the community~~ existing ~~communities~~ areas. (Previously Objective A)

   ~~D. Objective: Strategically locate public facilities to serve all neighborhoods, ages, cultures, and incomes in the City.~~

   ~~E. Objective: Provide facilities to improve police and fire service, accessibility, and relationships with the community.~~

2. **GOAL: ~~PLAN FOR CONSISTENT, LOGICAL PLANNING OF ALL SUPPORT FACILITIES AND SERVICES.~~ PROVIDE EQUITABLE AND WELL-PLANNED ~~SUPPORT~~ COMMUNITY VALUE SERVICES AND FACILITIES THROUGHOUT ~~THE CITY~~ AVONDALE.**

~~A. Objective: Provide services to meet demands for continued growth and development.~~ (Moved to Goal 1)

A. Objective: ~~Provide efficient, cost-conscious, and responsible delivery of services.~~ Provide a full range of necessary community value services and facilities, including libraries, social services, community and cultural centers, and recreational centers, that are convenient to users, fiscally sound, reflect the needs of the community. (Combined Objectives B , C, and D)

~~B. Objective: Provide library, community and cultural centers, recreational areas and any services related to these facilities in order to enhance the quality of life in Avondale.~~

~~C. Objective: Provide social services in thoughtful and easily accessible locations throughout the City for all residents.~~

D. Objective: Strategically ~~locate~~ design public facilities to best serve and promote interaction amongst ~~serve all~~ Avondale's diverse neighborhoods, ages, cultures, and incomes ~~in the City~~. (Revised Objective F)

E. Objective: Ensure that municipal buildings, public landscaped open spaces, and rights-of-way are designed and maintained to exemplify the quality of the Community. (Previously Objective E)

~~F. Objective: Provide social services in thoughtful and easily accessible locations throughout the City for all residents.~~

~~G. Objective: Ensure that municipal buildings, public landscaped open spaces, and rights-of-way are designed and maintained to exemplify the quality of the Community.~~

~~*F. Objective: Develop community facilities that encourage and promote opportunities for the interaction and communication between citizens of all ages, cultures and incomes.*~~

3. **GOAL: PROTECT THE COMMUNITY FROM ~~THE DANGERS OF~~ FLOODING ~~DUE TO STORMS.~~ AND PLAN FOR LONG-TERM, EFFECTIVE, AND EFFICIENT STORMWATER SERVICES.**

A. Objective: Protect the health, safety, and welfare of the public from the impacts of flooding.

B. Objective: Promote sound floodplain and stormwater management.

~~C. Objective: Develop and maintain a cost effective and efficient Citywide drainage system in an environmentally sound manner.~~

~~D. Objective: Identify and/or continue to monitor the City's drainage system management needs and improvements.~~

~~E. Objective: Improve inadequate or undersized drainage facilities to manage both small neighborhood and large regional drainage and flood control areas of concern.~~

C. Objective: Continue to manage and improve upon the City's drainage system to ensure a cost effective, efficient, and environmentally conscious system. (Combination of Objective C, D, and E above)

D. Objective: Participate in regional flood control planning and improvement projects. (Previously Objective F)

~~F. Objective: Participate in regional flood control planning and improvement projects.~~

4. PLAN FOR LONG-TERM, SAFE, AND EFFICIENT WASTEWATER AND SOLID WASTE SERVICES.

A. Objective: Seek new, cost effective methods of solid waste collection and disposal.

B. Objective: Reduce ~~transportation~~ costs and landfill capacity needs through further expansion of recycling programs.

C. Objective: Continue to match wastewater system capacity to community needs.

D. Objective: Continue to ensure wastewater reclamation facilities can meet requirements for reuse and recharge of reclaimed water.

5. GOAL: DESIGN, CONSTRUCT, AND MAINTAIN PUBLIC BUILDINGS AND FACILITIES CONSISTENT WITH SOUND FISCAL POLICY THAT PROVIDES A SENSE OF PRIDE IN THE COMMUNITY.

A. Objective: Provide fully accessible public buildings and facilities ~~to all residents and visitors~~ at locations where current accessibility requirements are not met.

B. Objective: Design public buildings and facilities ~~that~~ to meet current advancements in construction ~~technology~~ methodologies relevant to the intent of the development.

C. Objective: Incorporate energy and water conservation measures into the design of public buildings and facilities.

D. ~~Objective: Design and construct public buildings and facilities that have flexible and shared functions that serve serving the residents community and that demonstrate architectural excellence.~~ Incorporate high standards of style and form into the design of public buildings and facilities.

E. Objective: Invest ~~the~~ necessary resources to maintain, restore, and enhance public buildings and facilities over the long term.

~~F. Objective: Develop hi-tech state-of-the-art infrastructure at all public facility developments.~~ (Incorporated into Objective F below)

F. Objective: ~~Recommend that high speed Internet connections be installed in all new developments~~. Incorporate technological infrastructure advancements at all new and renovated ~~public developments~~ buildings and facilities in order to provide equal access to information and information services.

~~G. Objective: Use technology to provide seamless service and faster to information and services.~~ (Incorporated into Objective F)

(Italics are used for items moved from the 2002 Public Buildings Element)

EXISTING PUBLIC BUILDINGS ELEMENT *(COMBINED WITH NEW CIVIC BUILDINGS, FACILITIES, AND SERVICES ELEMENT ABOVE)*

1. ~~**GOAL: PROVIDE THE NECESSARY PUBLIC FACILITIES TO MEET THE DEMAND FOR CONTINUED GROWTH AND DEVELOPMENT.**~~

    A. ~~Objective: Develop community facilities that encourage and promote opportunities for the interaction and communication between citizens of all ages, cultures and incomes.~~

2. ~~**GOAL: DEVELOP CIVIC FACILITIES TO MEET THE NEEDS OF EXISTING AND FUTURE RESIDENTS.**~~

    A. ~~Objective: Ensure that the library system continues its role as a major cultural resource for the community.~~

    B. ~~Objective: Develop and support art programs and other cultural activities.~~

3. ~~**GOAL: KEEP EDUCATION A PRIORITY**~~

    A. ~~Objective: Plan for and support the development of new schools.~~

Community Facilities Theme
SAFETY ELEMENT

GOALS AND OBJECTIVES:

1. GOAL: PROVIDE A SAFE AND HEALTHY ENVIRONMENT FOR ALL AVONDALE RESIDENTS, EMPLOYEES AND VISITORS.

A. Objective: ~~Encourage new development to be planned and designed to minimize negative and undesirable health and safety hazards to the community.~~ Use design features and planning strategies at all public and private development that meets current health and safety standards and minimizes negative and/or undesirable impacts such as noise. (Combined Objectives C and D)

B. Objective: ~~Minimize~~ Strive to eliminate potential health effects from the use, storage, and disposal, of hazardous materials and waste products and bi-products.

~~C. Objective: Ensure that current and future parks and recreation facilities meet safety standards for playground and recreation area construction, ongoing maintenance equipment, chemical use, and other health and safety hazards criteria related health and safety issues at these public spaces.~~ (Included in Objective A)

~~D. Objective: Use design features and planning strategies at all public and private development that meets current health and safety standards to make new developments safer.~~ (Included in Objective A)

C. Objective: Enhance safety and sense of safety by utilizing design standards associated with Crime Prevention Through Environmental Design (CPTED), Crime Free Multi-Housing and Sterling Crime Free.

~~E. Objective: Enhance safety and sense of safety by prioritizing Crime Prevention Through Environmental Design (CPTED).~~ (Objective C, similar)

~~F. Objective: Enhance safety and sense of safety by prioritizing Crime Free Multi-Housing and Sterling Crime Free.~~ (Combined with Objective C)

2. GOAL: PROTECT AVONDALE RESIDENTS FROM NATURAL AND MAN-MADE DISASTERS

A. Objective: Minimize the risk to lives and properties due to ~~steep slopes~~ erosion, geologic and seismic, flood, and fire hazards.

~~B. Objective: Minimize the risks to lives and properties due to geologic and seismic hazards.~~ (Combined with Objective A)

~~C. Objective: Minimize the risks to lives and properties due to flood hazards.~~ (Combined with Objective A)

~~D. Objective: Minimize the rises to lives and properties due to fire hazards.~~ (Combined with Objective A)

B. Objective: Educate the public on disaster preparation, survival and recovery. ~~to help residents of the City better understand the natural and human-caused hazards that~~

~~threaten public health, safety, and welfare; economic vitality; and the operational capability of important institutions~~.* (Previously Objective E)

~~F. Objective: Provide information that managers and leaders of local government, business and industry, community associations, and other key institutions and organizations need to take action to address vulnerabilities to future disasters.*~~

4. GOAL: MAINTAIN ~~A~~ THE CURRENT EMERGENCY RESPONSE PLAN.

A. Objective: Coordinate, ~~and~~ review, and update accordingly the Emergency Response Plan annually with applicable agencies.
B. Objective: Maintain regional relationships to address emergency issues.
C. Objective: Take full advantage of State and Federal grant programs, policies, and regulations to utilize towards hazard mitigation plans. ~~that encourage or mandate that local governments develop comprehensive hazard mitigation plans.~~*
D. Objective: Enhance local policies for hazard mitigation capability. ~~to provide the policy basis for mitigation actions that should be promulgated by participating jurisdictions to create a more disaster-resistant future.~~*
E. Objective: Provide for inter-jurisdictional coordination of mitigation-related programming. ~~to ensure that proposals for mitigation initiatives are reviewed and coordinated between the City and the other jurisdictions contained within Maricopa County.~~*

5. CONTRIBUTE TO THE CREATION AND MAINTENANCE OF SAFE COMMUNITIES BY INITIATING EFFORTS TO REDUCE AND PREVENT CRIME.

A. Objective: Utilize technology to deliver real time information for the efficient delivery of police services.
B. Objective: Maintain a highly motivated and competent workforce to deliver quality and committed police services.
C. Objective: Continue to reduce the occurrence of crime in the City
D. Objective: Continue to promote and enforce improved graffiti removal and deterrent strategy standards needed for public and private properties.
E. Objective: Provide accurate and timely information to police officers relative to crime trends and criminal activity through Comparative Statistics (COMPSTAT) to assist in solving open cases and remaining pro-active, rather than reactive, to response.**
F. Objective: Implement the Community Action Team (CAT) to assist in pro-active law enforcement measures.**

6. CONTINUE TO PROVIDE FOR THE PROTECTION OF LIFE AND PROPERTY FROM THE DESTRUCTION OF FIRE AND TO MITIGATE OTHER LIFE-THREATENING INCIDENTS.

A. Objective: Continue to enhance life safety and protection of property through a continuing program of fire code enforcement, inspections, building plan review, and life safety educational campaigns.

B. Objective: Provide and maintain state-of-the-art apparatus and equipment to enable safe and adequate emergency response capabilities for the protection of the public and fire personnel.
C. Objective: Provide state-of-the-art new facilities as needed and upgrade and existing fire station facilities to provide a high level of service to the community.
D. Objective: Explore long-term and alternative funding options and organizational structures in order to maintain and enhance current levels of fire and emergency medical services.
E. Objective: Continue to foster the addition of new full-time fire fighters, and to increase the number of emergency service volunteers.

7. PROVIDE ADVANCED LIFE SUPPORT AND EMERGENCY MEDICAL SERVICES TO ALL RESIDENTS AND VISITORS IN THE CITY.

A. Objective: Meet the emergency response time needs defined by the community.
B. Objective: Provide health and wellness awareness, including heat-related illness and drowning prevention, through educational campaigns throughout the City.
C. Objective: Ensure that appropriate emergency medical transport capability is provided throughout the City.**

*The *Hazard Mitigation Plan for the City of Avondale* Adopted 2/22/05
**Objectives provided by Police and Fire Departments

Community Facilities Theme
WATER RESOURCES ELEMENT

GOALS AND OBJECTIVES:

1. **GOAL: MANAGE A COORDINATED SYSTEM OF WATER AND WASTEWATER FACILITIES, INFRASTRUCTURE, AND ~~UTILITY~~ SERVICES ~~FACILITIES AND RESOURCES~~ TO ~~ADEQUATELY~~ MEET THE NEEDS OF ~~SERVE BUSINESS, HOUSING, AND OTHER~~ ALL USES WITHIN THE CITY.**

   A. Objective: Meet or surpass all applicable water quality standards.

   B. Objective: Maximize the beneficial use of reclaimed water.

   C. Objective: In order to ensure that new growth pays for itself, utilize water, water resources, and development fees ~~Utilize the Wastewater Expansion fee~~ for new development as a component of the funding required for capital improvements.

   D. Objective: Coordinate with Maricopa County and Maricopa Association of Governments (MAG) to maximize regional use of effluent and to integrate effluent management systems into the community.

   E. Objective: Strive to be compatible with other water and wastewater related planning activities within the region.

2. **GOAL: SATISFY CURRENT AND FUTURE WATER DEMANDS FOR ALL CONSUMERS THROUGH SUSTAINABLE AND RENEWABLE WATER RESOURCES FOR THE NEXT 100 YEARS BY DEVELOPING INNOVATIVE, TIMELY APPROACHES TO WATER MANAGEMENT.**

   A. Objective: Actively plan the City's potable and non-potable water resource systems to respond to continued residential, commercial, and industrial growth in the City and changing regulations.

   B. Objective: Continue to meet the existing and future water supply needs of the City by updating and implementing the Water Resource Master Plan.

   C. Objective: Ensure a continuous supply of safe and pleasant drinking water.

   ~~D. Objective: Develop policies to guide land use decisions that conserve water resources~~. (Moved to Goal 3)

   D. Objective: Foster cooperation and sharing of resources and information among all federal, state, and local agencies as well as with neighboring communities.

   E. Objective: Maintain a high level of service to the community and provide cost-effective, customer-focused service.

3. **GOAL: PROVIDE WATER AND WASTEWATER SERVICES TO NEWLY DEVELOPING AREAS OF AVONDALE.**

A. Objective: ~~Grow within the capacity of available water supplies.~~ Balance Avondale's overall growth with water and wastewater supplies.

B. Objective: Support water use efficiency and wastewater reuse efficiency.

C. Objective: Develop policies to guide land use decisions that conserve water resources.

4. GOAL: ENCOURAGE EFFICIENT WATER USE THROUGHOUT THE COMMUNITY.

A. Objective: Encourage water conservation by promoting an improved understanding of the importance of water in an arid environment.

B. Objective: Encourage compliance with State water conservation policies through education, technical assistance, outreach, and incentives.

C. Objective: Continue the development of education programs and information sharing for all water users.

~~5. GOAL: ENSURE CONSUMERS HAVE ADEQUATE SUPPLY OF WATER BY DEVELOPING INNOVATIVE, TIMELY APPROACHES TO WATER MANAGEMENT ISSUES.~~ (Combined with Goal 2)

~~A. Objective: Plan for water supplies and demands to meet Avondale residents' and industry's future needs as well as the needs of commercial and industrial uses.~~

~~B. Objective: Foster cooperation and sharing of resources and information among all federal, state, and local agencies as well as with neighboring communities.~~ (Moved to Goal 2)

~~C. Objective: Maintain a high level of service to the community and provide cost-effective, customer-focused service.~~ (Moved to Goal 2)

EXHIBIT G

City of Avondale

DEVELOPMENT SERVICES

Planning Division

GENERAL PLAN 2030

New Schedule of Critical Dates*

June 9, 2010, *Revised July 6, 2010*

Revised July 21, 2010

GPAC / June 22, 2010

NH Mtg/ July 8, 2010

PC Mtg/ July 15, 2010

TAC/ July 21, 2010

GPAC / August 3, 2010

MCC WS/ September 13, 2010

TAC/ September 22, 2010

GPAC / October 5, 2010

NH Mtg/ October 19, 2010

TAC/ November 17, 2010

GPAC / December 7, 2010

TAC/ January 5, 2011

GPAC / January 18, 2011

NH Mtg/ February 1, 2011

TAC/ March 9, 2011

GPAC / March 22, 2011

NH Mtg/ April 26, 2011

First Draft/ June 30, 2011

1 Month Internal Review

Second Draft/ August 29, 2011

Joint MCC/PC Work Session/ September 19, 2011

Agency Review Begins/ October 3, 2011

Agency Review Ends/ December 30, 2011

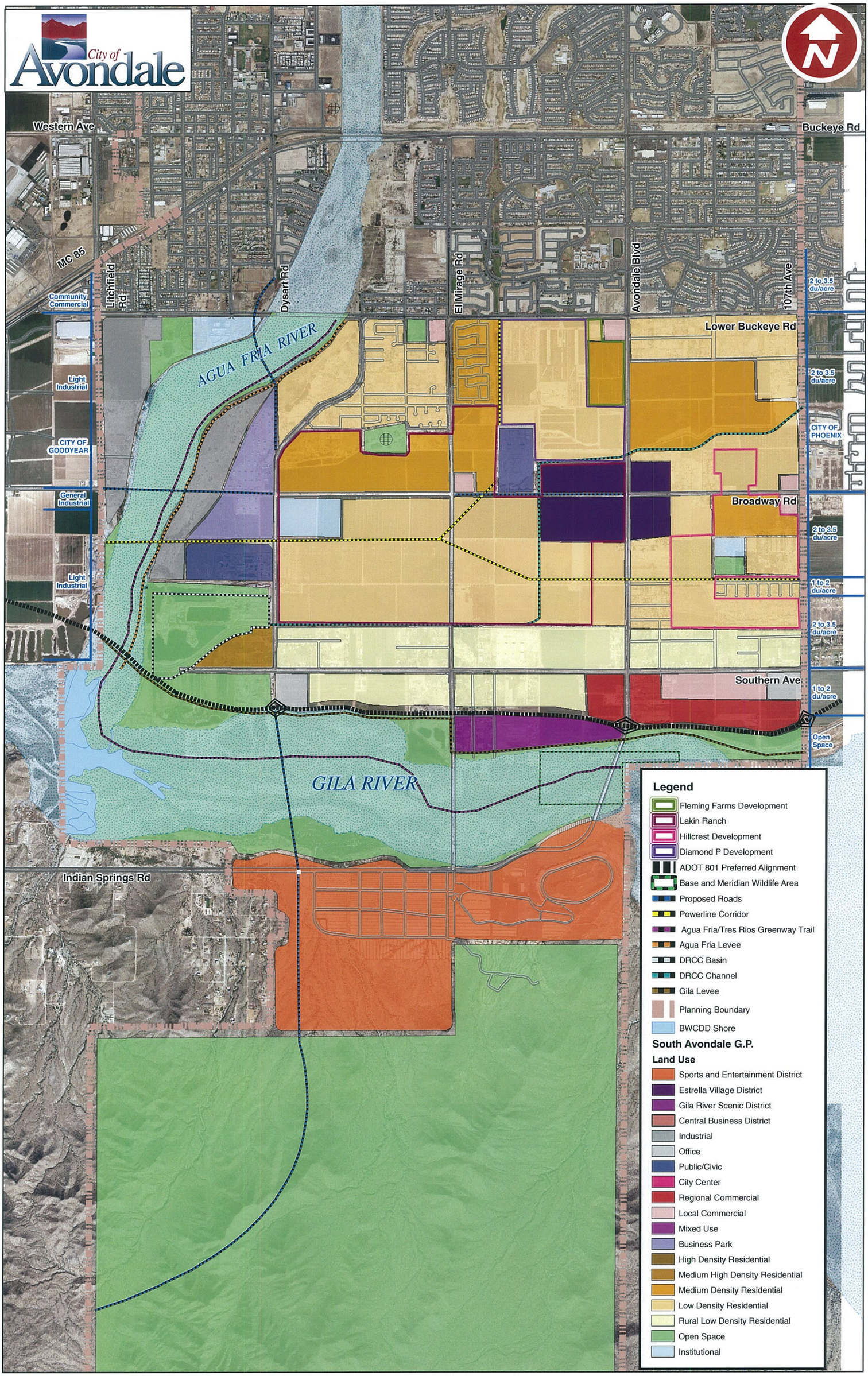
Final Draft for Hearing Process/ January 31, 2012

PC Hearing #1/ February 16, 2012

PC Hearing #2/ March 15, 2012

MCC Hearing for Adoption/ April 9, 2012

**This new schedule of critical dates assumes a August 28, 2012 Citywide Vote*


City of Avondale
Western Ave
Buckeye Rd
MC 85
Litchfield Rd
Dysart Rd
El Mirage Rd
Avondale Blvd
107th Ave
Lower Buckeye Rd
Broadway Rd
Southern Ave
Indian Springs Rd
AGUA FRIA RIVER
GILA RIVER
Community Commercial
Light Industrial
CITY OF GOODYEAR
General Industrial
Light Industrial
2 to 3.5 du/acre
2 to 3.5 du/acre
CITY OF PHOENIX
2 to 3.5 du/acre
1 to 2 du/acre
2 to 3.5 du/acre
1 to 2 du/acre
Open Space
Legend
Fleming Farms Development
Lakin Ranch
Hillcrest Development
Diamond P Development
ADOT 801 Preferred Alignment
Base and Meridian Wildlife Area
Proposed Roads
Powerline Corridor
Agua Fria/Tres Rios Greenway Trail
Agua Fria Levee
DRCC Basin
DRCC Channel
Gila Levee
Planning Boundary
BWCDD Shore
South Avondale G.P.
Land Use
Sports and Entertainment District
Estrella Village District
Gila River Scenic District
Central Business District
Industrial
Office
Public/Civic
City Center
Regional Commercial
Local Commercial
Mixed Use
Business Park
High Density Residential
Medium High Density Residential
Medium Density Residential
Low Density Residential
Rural Low Density Residential
Open Space
Institutional

9/13/10

CITY COUNCIL AGENDA

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

REGULAR MEETING
September 20, 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 September 7, 2010
2. Regular Meeting of September 7, 2010

b. LIQUOR LICENSE - AJK CHINESE CUISINE
City Council will consider a request from Ms Connie Junmin Feng for a Series 12 Restaurant License to sell all spirituous liquors at AJK Chinese Cuisine located at 1535 N Dysart Road, Suite A3. The Council will take appropriate action.

c. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - BLACKSTONE SERVICES LLC
City Council will consider a request to approve the first amendment to the Professional Services Agreement with Blackstone Services, LLC increasing the contract amount from $62,156.64 to $88,055.24 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

d. CONTRACT AWARD - US ENERGY SERVICES, INC.
City Council will consider a request to award a contract to US Energy Services, Inc. for the purchase and installation of LED lights for Friendship Park and Civic Center LED Light Retrofit Projects using the Department of Energy's Energy Efficiency Conservation Block Grant in the amount of $239,964.24 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

e. ECONOMIC DEVELOPMENT AGREEMENT- AVONDALE AUTO MALL ADVERTISING ASSOCIATION, INC.
City Council will consider a request to approve an Economic Development Agreement with the Avondale Auto Mall Adversing Association, Inc. in the amount of $78,400 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. CONTRACTOR AGREEMENT - WORLDNETSOCCER

City Council will consider a request to award a Contractor Agreement to Worldnetsoccer to establish jointly-sponsored athletic programs with the City of Avondale through the Parks, Recreation, and Libraries Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. LEASE AGREEMENT – THE GARDEN PATCH

City Council will consider a request to approve Lease Agreement between the City of Avondale and The Garden Patch to use a specific piece of City owned property for a community garden and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. JOINT FACILITY USE AGREEMENT - ART LEAGUE WEST

City Council will consider a request to approve a Joint Facility Use Agreement with Art League West to use the City Hall Lobby and the Civic Center Library Vending Area to display public art and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. SECOND AMENDMENT TO PURCHASE AGREEMENT - POLYDYNE, INC.

City Council will consider a request to approve the Second Amendment to the Purchase Agreement with Polydyne, Inc. for the purchase of Polymer Coagulant for the Charles M. Wolf Water Resource Center by extending the term of the agreement and an additional amount not to exceed $30,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary document. The Council will take the appropriate action.

j. PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 - CLEAR CREEK FOR WELL 25

City Council will consider a request to approve the First Amendment to the Professional Services Agreement with Clear Creek Associates for additional hydrogeologic services for Well 25 in the amount of $11,150 for a total of $117,893, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - DIBBLE & ASSOCIATES FOR WELL 25

City Council will consider a request to approve the first Amendment to the Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc. for the design of Well 25 well site improvements in the amount of $29,265 for a total of $154,730 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. SOLE SOURCE PURCHASE AGREEMENT - BRIDGEPORT MANUFACTURING TRUCK MANUFACTURING, INC.

City Council will consider a request to approve a Sole Source Purchase Agreement with Bridgeport Truck Manufacturing, Inc. for the purchase of parts for solid waste vehicles in an amount not to exceed $40,000 per year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

m. RESOLUTION 2930-910 - ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT REBATES

City Council will consider a resolution implementing the Energy Efficiency and Conservation Block Grant Rebate Program. The Council will take appropriate action.

4 PUBLIC HEARING, RESOLUTION 2932-910 AND ORDINANCE 1426-910 – ZONING ORDINANCE TEXT AMENDMENT TO SECTION 8, PARKING

City Council will hold a public hearing and consider a resolution declaring as a public record a document entitled “Zoning Ordinance Section 8, Parking”, amended and restated September 20, 2010" and an ordinance adopting the same. The Council will take appropriate action.

5 **PUBLIC HEARING - TIME EXTENSION FOR ENTORNO PAD ZONING (PL-10-0048)**

City Council will hold a public hearing and consider a request by Ms. Clare Abel, Burch & Cracchiolo P.A., to extend the validity of the Entorno Planned Area Development (PAD) zoning for one year, until October 1, 2011. The Council will take appropriate action.

6 **TIME EXTENSION - THREE RIVERS COMMERCE PARK MASTER SITE PLAN AND PHASE I FINAL SITE PLAN (PL-10-0058)**

City Council will consider a request by Mr. Ryan Eller, Paragon Properties Ltd., to extend the validity of the Three Rivers Commerce Park Master Site Plan and Phase I Final Site Plan for one year, until August 3, 2011. The Council will take appropriate action.

7 **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:
September 20, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of September 7, 2010
2. Regular Meeting of September 7, 2010

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - AJK Chinese Cuisine

MEETING DATE:
September 20, 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 Ms Connie Junmin Feng for a Series 12 Restaurant License to sell all spirituous liquors at AJK Chinese Cuisine located at 1535 N Dysart Road, Suite A3.

DISCUSSION:

The City Clerk's Department has received an application for a Series 12 Restaurant license to sell all spirituous liquors from Ms Connie Junmin Feng for a Series 12 Restaurant License to sell all spirituous liquors at AJK Chinese Cuisine located at 1535 N Dysart Road, Suite A3 in Avondale, Arizona.

As required by state law and city ordinance, the application was posted for the required period of time starting August 25, 2010 and a notice was published in the West Valley View on September 7 and September 10, 2010. 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 Ms Connie Junmin Feng for a Series 12 Restaurant License to sell all spirituous liquors at AJK Chinese Cuisine located at 1535 N Dysart Road, Suite A3 in Avondale.

ATTACHMENTS:

Click to download

- Application
- Recommendations from Departments
- Vicinity Map
- Photos

Print Form

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 #: _____

Department Use Only

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

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

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. / Ms. FENG (Last) CONNIE (First) JUNMIN (Middle) P1063263
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: AJK INTERNATIONAL GOURMET LLC B1044519
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: AJK CHINESE CUISINE B1044520
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 1535 N DYSART RD A3 (Do not use PO Box Number) AVONDALE (City) AZ (County) 85392 (Zip)
5. Business Phone: (623) 935-9180 Daytime Contact: Connie Junmin Feng 6239359180
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: _____ (City) rt (State) AZ 85233 (Zip)
8. Enter the amount paid for a bar, beer and wine, or liquor store license$_____(Price of License only)

DEPARTMENT USE ONLY

Fees: 100.00 Application | _____ Interim Permit | _____ Agent Change | _____ Club | 48 Finger Prints $ 148.00 TOTAL OF ALL FEES

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

Accepted by: DM Date: 8-2-10 Lic. # 12078441

LIC 0100 05/2009 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

'10 JUN 30 Liqr. Dept PM 2:19

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

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

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

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

10 JUN 30 Liq. Dept PM 2:19

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.: AJK INTERNATIONAL GOURMET LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 04/03/2009 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: L15170886 Date authorized to do business in AZ: 04/03/2009
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
PAT	KAM	XUN	MEMBER		
FENG	CONNIE	JUNMIN	MEMBER		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
PAT	KAM	XUN	50		
FENG	CONNIE	JUNMIN	50		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 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 _____ State of _____ County of _____
(Signature of CURRENT LICENSEE) 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:

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: 1584 ft. Name of school Imagine Elementary School
   Address 950 Eliseo C Felix Junior Way, Avondale, AZ 85392
   City, State, Zip
2. Distance to nearest church: 2112 ft. Name of church Truth Tabernacle Church
   Address 825 N Central Ave, 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 WEINGARTEN NOSTAT
   Address 2600 Citadel Plaza Dr Ste 300, Houston, TX 77008
   City, State, Zip

4a. Monthly rental/lease rate $ 4764.22 What is the remaining length of the lease 5 yrs. ____ mos.

4b. What is the penalty if the lease is not fulfilled? $ n/a or other presume legal remedy
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

SEE AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

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

3. License Type: _____ License Number: _____

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

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

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

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

1. Distance to nearest school: 4,430 ft. Name of school Rancho Santa Fe Elementary School
Address 2150 N Rancho Santa Fe Blvd, Avondale, AZ 85392
City, State, Zip

2. Distance to nearest church: 3,825 ft. Name of church Western Valley Assembly of God
Address 1781 N Central Avenue, Avondale, AZ 85323
City, State, Zip

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

4. If the premises is leased give lessors: Name Weingarten Nostat
Address 2600 Citadel Plaza Dr, Ste 300, Houston, TX 77008
City, State, Zip

4a. Monthly rental/lease rate $ 4,764.22 What is the remaining length of the lease 5 yrs. ____ mos.

4b. What is the penalty if the lease is not fulfilled? $ N/A or other Presume Legal Remedy
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

AMENDMENT

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

SEE AMENDMENT

SECTION 13 - continued

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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

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~~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.

C.F
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.

C.F.
applicants initials

AMENDMENT

SECTION 15 Diagram of Premises

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

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

Diagram attached

SECTION 16 Signature Block

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

X _____
(signature of applicant listed in Section 4, Question 1)

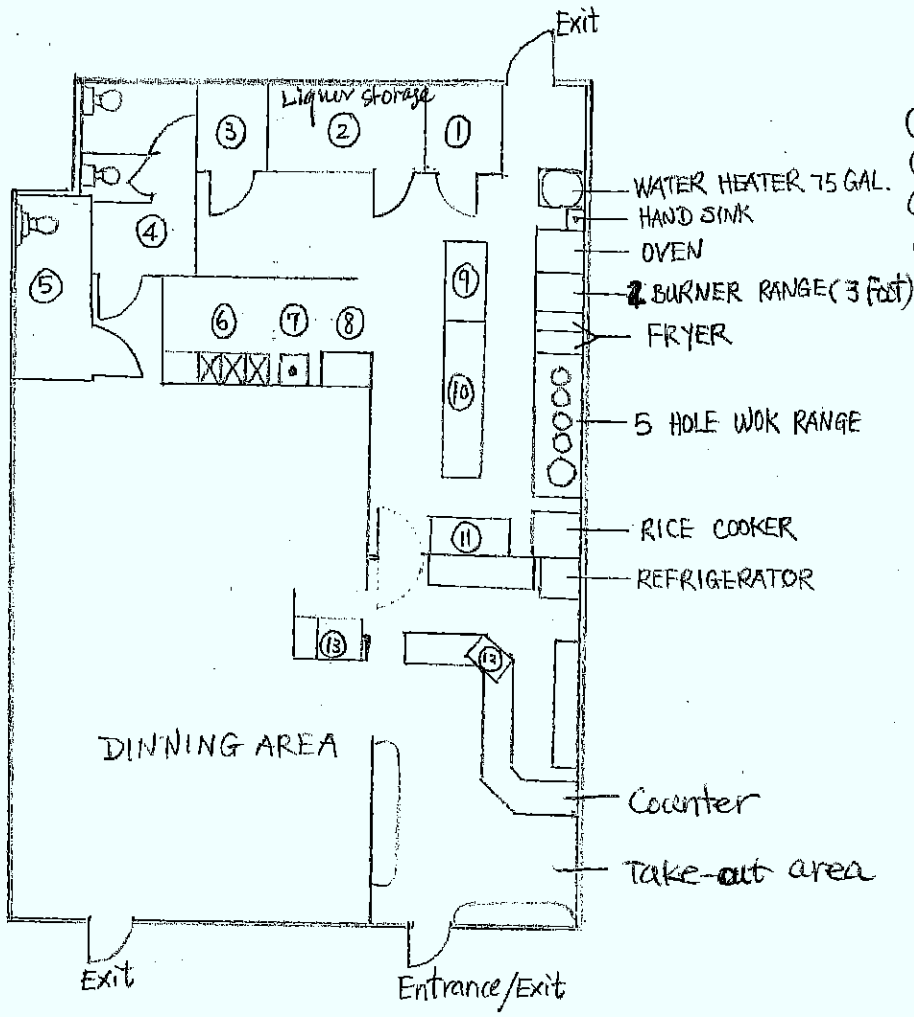
JESSICA WILLIAMS
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 5, 2013

My commission expires on : 5 Jul 2013
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 29 of June 2010
Day Month Year

_____
signature of NOTARY PUBLIC



① WALK-IN FREEZER
② WALK-IN COOLER AND LIQUOR STORAGE
③ OFFICE
④ RESTROOM
⑤ RESTROOM
⑥ STAINLESS STEEL 3 COMPARTMENT SINK
⑦ PRE-RINSE SINK
⑧ ICE MAKER
⑨ REFRIGERATED PREP. TABLE
⑩ REFRIGERATED PREP. TABLE
⑪ STEAM TABLE
⑫ SODA MACHINE
⑫ SODA MACHINE

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Print Form

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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 Fryer	Imperial (2)
Oven	L & J Restaurant Manufacturing Import, Inc. (2)
Freezer	Just in Time Refrigeration, Inc. 6'x7'
Refrigerator Walk-in Cooler	Just in Time Refrigeration, Inc. 10'x7'
Sink Hand Sink	None Brand (2) (2)
Dish Washing Facilities	Auto-chole
Food Preparation Counter (Dimensions)	2.5'x6' (2)
Other 5 Hold WOK RANGE ICE MAKER	G & G Restaurant Equipment, Inc. <1> 11'x3.5' HOSHIZAKI (1)

Refrigerated Prep. Table: (2) Turbo Air Soda Machine : (1)

2. Print the name ofyour restaurant: AJK Chinese Cuisine

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

4. List the seating capacity for:

a. Restaurant area of your premises [88]

b. Bar area of your premises [+ 11]
Take-out area

c. Total area of your premises [99]

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 10 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 45 %

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

Lic0114 05/2009

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

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

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

Server = 4 taking order and service customer
Cook = 2 prepare food
Kitchen helpers = 4 Assist chief to prepare food
Manage = 1 oversees restaurant operation on daily basis

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

X
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
29 day of May, 2010.
Day of Month Month Year

My commission expires on:: Jul 5 2013

(Signature of NOTARY PUBLIC)

JESSICA WILLIAMS
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 5, 2013

Print Form

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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

P1063263

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** →

☒ 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: Feng (Last) Connie (First) JunMin (Middle) Date of Birth: [redacted] **(NOT a Public Record)**

3. Social Security Number [redacted] **(NOT a public record)** Drivers License # _____ **(NOT a public record)** State: Arizona

4. Place of Birth: Guangzhou (City) Guangdong (State) China (**Country** (not county)) Height: 5'1" Weight: 126 Eyes: BR Hair: BK

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: _____

6. Name of Current or Most Recent Spouse: Pat (Last) Kam (First) Xun (Middle) _____ (Maiden) Date of Bi[redacted] **(NOT a public record)**
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1989

8 Telephone number to contact you during business hours for any questions regarding this document. 480 570 7639

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: AJK Chinese Cuisine Premises Phone: (623) 9359180

11. Physical Location of Licensed Premises Address: 1535 DYSART RD A3, AVONDALE, AZ 85392
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
08/2004	CURRENT	manager ~~owner~~ of new wok	AJK Gourmet Inc, 11345 W Buckeye Rd, Avondale AZ 85323
06/1999	07/2004	owner and cook	Dragon Garden, 10665 W. Indian School Rd #1 Avondale az, 85323

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
03/06	CURRENT	own				
07/05	02/06	own	11179 N Tonto St	Avondale	Az	85323
11/03	06/05	own	11582 W Edgemont	Avondale	Az	85323
01/99	10/03	own	13002 N 38th Ave	Avondale	Az	85323

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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? 8-10, 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 detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, 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, Connie Junmin Feng, 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 Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 29 day of June, 2010
Month Year

My commission expires on: 5 Jul 2013
Day Month Year

_____
(Signature of NOTARY PUBLIC)

JESSICA WILLIAMS
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 5, 2013

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____, _____
Month Year

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

'10 JUN 30 Liq. Dept PM 2:20

June 23, 2010

Arizona Department of Liquor License and Control:

I Connie Junmin Feng am the manager of AJK Gourmet Inc and obtained a liquor license from the Arizona Department of Liquor License and Control on 01/2008.

Sincerely,

Connie Junmin Feng

'10 JUN 30 Liqr. Dept PM 2:20

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

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

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

Connie Feng
Individual Name (Print)

Individual Signature

October 30, 2007
Date Training Completed

LANGUAGE OF INSTRUCTION :

☒ ENGLISH ☐ SPANISH

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

☒ YES ☐ NO BASIC ☒ YES ☐ NO ON SALE

☒ YES ☐ NO MANAGEMENT ☐ YES ☒ NO OFF SALE

☒ YES ☐ NO BOTH ☐ YES ☒ NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE | BUSINESS NAME | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Red Mountain Liquor Consultants
Company or Individual Name

6445 E. Princess Dr.
Address

Mesa — City
Arizona — State
85205 — Zip
480-830-2768 — Phone

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

Larry Elliget
Trainer Name (Print)

Trainer Signature

10/30/07
Date

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

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

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

LIC 1021 05/2003

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

Print Form

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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: AJK CHINESE CUISINE
(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) Connie Junmin Feng DATE 6/23/10

TYPE OF APPLICATION (check one) X INITIAL APPLICATION ___ RENEWAL

TYPE OF LICENSE Restaurant Series 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) X Yes ___ No

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

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.

'10 JUN 30 Liqr. Dept PM 2:20

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))

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

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

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

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

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

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

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

☐ 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))

☐ 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))

☐ 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).

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SECTION IV — DECLARATION

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

APPLICANT'S SIGNATURE

6/23/10

TODAY'S DATE

Print Form

'10 JUN 30 Liqr. Dept PM 2:20

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

P1056729

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 →

☒ 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: PAT (Last) KAM (First) XUN (Middle) Date of Birt (NOT a Public Record)

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

4. Place of Birth: GUANGZHOU (City) GUANGDONG (State) CHINA (Country (not county)) Height: 5'8" Weight: 180 Eyes: BR Hair: BK

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone:

6. Name of Current or Most Recent Spouse: FENG (Last) CONNIE (First) JUNMIN (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? AZ If Arizona, date of residency: 1989

8 Telephone number to contact you during business hours for any questions regarding this document. 480-570-7639

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: AJK Chinese Cuisine Premises Phone: (623)935-9180

11. Physical Location of Licensed Premises Address: 1535 DYSART RD A3, AVONDALE, AZ 85392 (Street Address (Do not use PO Box #)) 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)
08/2004	CURRENT	owner of new wok	AJK Gourmet Inc, 11345 W Buckeye Rd, Avondale AZ 85323
06/1999	07/2004	owner and cook	Dragon Garden, 10665 W. Indian School Rd #1 Avondale az, 85323

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
03/06	CURRENT	own				
07/05	02/06	own	11179 N Tonto St	Avondale	Az	85323
11/03	06/05	own	11582 W Edgemont	Avondale	Az	85323
01/99	10/03	own	13002 N 38th Ave	Avondale	Az	85323

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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? 8-10, 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 detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, 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, Kam Xun Pat, 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 Kam Xun Pat
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 29 day of June, 2010
Month Year

My commission expires on: 05 Jul 2013
Day Month Year

(Signature of NOTARY PUBLIC)

JESSICA WILLIAMS
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 5, 2013

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

'10 JUN 30 Liq. Dept PM 2:50

June 23, 2010

Arizona Department of Liquor License and Control:

I Kam Xun Pat have 100% ownership of AJK Gourmet Inc and obtained a liquor license from the Arizona Department of Liquor License and Control on 01/2008.

Sincerely,

X

Kam Xun Pat

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'10 JUN 30 Liq. Dept PM 2:20

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

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

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

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

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

KAM XUN PAT
Individual Name (Print)

Individual Signature

OCTOBER 30, 2007
Date Training Completed

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

LANGUAGE OF INSTRUCTION :

☒ ENGLISH ☐ SPANISH

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

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE | BUSINESS NAME | LIQUOR LICENSE NUMBER

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

RED MOUNTAIN LIQUOR CONSULTANTS
Company or Individual Name

6445 E. PRINCESS DR.
Address

MESA — City
ARIZONA — State
85205 — Zip
480-830-2768 — Phone

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

LARRY ELLIGET
Trainer Name (Print)

Trainer Signature

10/30/2007
Date

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

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

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

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

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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)

'10 JUN 30 Liqr. Dept PM 2 20

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):

Feng	Connie	Junmin
Last	First	Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

x _____ (Signature of Licensee)

29 day of June, 2010

Day Month Year

My commission Expires on: Jul 5, 2013

Day Month Year

(Signature of NOTARY PUBLIC)

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

JESSICA WILLIAMS
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 5, 2013

'10 JUN 30 Liqr. Dept PM 2:20

COMMISSIONERS
KRISTIN K. MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

ARIZONA CORPORATION COMMISSION

MICHAEL P. KEARNS
Interim Executive Director

LINDA FISHER
Director, Corporations Division

April 8, 2009

LIN RAWLINSON CPA
1450 W GUADALUPE RD # 109
GILBERT, AZ 85233

RE: AJK INTERNATIONAL GOURMET, LLC
File Number: L15170886

We are pleased to notify you that the Articles of Organization for the above-referenced entity HAVE BEEN APPROVED.

You must publish a Notice of the filing of your Articles of Organization or, alternatively, you may publish the Articles of Organization in their entirety. For your convenience, we have provided a Notice form that you can complete and submit to the newspaper of your choice. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. Publication must be completed WITHIN 60 DAYS after April 8, 2009, which is the date the document was approved for filing by the Commission. A list of acceptable newspapers in each county is enclosed and is also available on the Commission website. The limited liability company may be subject to administrative dissolution if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

We strongly recommend that you periodically monitor your company's record with the Commission, which can be viewed at www.azcc.gov/Divisions/Corporations. If you have questions or need further information, please contact us at (602) 542-3026 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona Residents only) at 1-800-345-5819.

Sincerely,

Susan Hunt
Examiner
Corporations Division

LL:13
REV. 01/2009

10 JUN 30 Lic. Dept 2:20
AZ Corp. Commission
02740215

AZ CORPORATION COMMISSION
FILED
APR 03 2009
FILE NO. L-1517088-6

ARTICLES OF ORGANIZATION
ARIZONA LIMITED LIABILITY COMPANY (A.R.

ARTICLE 1

The name of the limited liability company is AJK INTERNATIONAL GOURMET, LLC

ARTICLE 2

The address of the registered office in Arizona is:

1535 N Dysart Rd Ste A3
Avondale, AZ 85392

Located in Maricopa County, Arizona.

ARTICLE 3

The statutory agent's name and address is:

Kam Xun Pat

ARTICLE 4

There are two initial members of this limited liability company and their names and addresses are:

Kam Xun Pat

Jun Min Feng

ARTICLE 5

The management of the limited liability company is reserved to the members.

ARTICLE 6

The life of this limited liability company is perpetual.

Signed: Kam Xun Pat
Kam Xun Pat

Date 3-27-2009

'10 JUN 30 Liq. Dept PM 2:20

Tuesday, March 17, 2009

Arizona Corporation Commission
1300 West Washington
Phoenix, AZ 85007

Reference: AJK INTERNATIONAL GOURMET, LLC

Subject: Acceptance of appointment – Statutory Agent

I hereby accept the appointment as Statutory Agent for the Arizona Limited Liability Company named AJK INTERNATIONAL GOURMET, LLC until removed or until resignation in accordance with the Arizona Revised Statutes.

Signed: Kam Xun Pae

Kam Xun Pae

'10 JUN 30 Lic. Dept PM 2:21

OPERATING AGREEMENT

AJK International Gourmet LLC

AGREEMENT made this January 2010 between Connie Feng and Kam Pat

1. Name and business . The parties hereby form a partnership under the name of AJK International Gourmet LLC the principal office of the business shall be in Avondale Az. The business of this limited liability company shall be ownership and management of restaurant services provided to unrelated third parties.

2. Term. The company shall begin on January 01.10 and shall continue until terminated as herein provided. The life of the company is perpetual unless terminated as herein provided.

3. Capital . The capital of the company shall be contributed by the company owners as follows:

The owners are providing the cash funds to sustain the development phase and ongoing operation of the company. The owners are providing their time and energy to the development phase and ongoing operation of the company.

A separate capital account shall be maintained for each owner. No owner shall withdraw any part of his capital account without the consent of the other owners. The capital accounts of the owners shall be initially set in the proportions in which the owners share in the profits and losses of the company.

4. Profit and loss . The net profits and losses of the company shall be divided between the owners as follows:

Connie Feng	50 %
Kam Pat	50 %
	%

Annually, Company profits and losses shall be charged or credited to an Income and Expense Summary and then divided according to the before mentioned percentages to each owner's capital account. The profits and losses of the company shall be determined in the manner in which the company reports it's income and expenses for federal income tax purposes.

5. Interest . No interest shall be paid on the initial contributions to the capital of the company or on any subsequent contributions of capital.

6. Management, duties, and restrictions. The owners shall have equal rights in the management of the company business and each owner shall devote whatever time is deemed necessary to conduct the business of the company. No owner shall, without the consent of the other owners, endorse any note or act as an accommodation party, or otherwise become surety for any person or entity in the name of the company. Without the consent of the other owners no owner

'10 JUN 30 Lic. Dept PM 2:21

shall, on behalf of the company, borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or on behalf of the company other than the type of property bought and sold in the regular course of it's business. No owner shall, except with the consent of the other owners, assign, mortgage, grant a security interest in, or sell his share in the company or in it's capital assets or property, or enter into any agreement as a result of which any person shall become interested with him in the company, or do any act detrimental to the best interests of the company or which would make it impossible to carry on the ordinary business of the company.

7. Banking . All funds of the company shall be deposited in its name in such account or accounts as shall be designated by either of the owners. All withdrawals therefrom are to be made upon checks signed by either of the owners.

8. Books . The company books shall be maintained at the principal office of the company, and each owner shall at all times have access thereto. The books shall be kept on a calendar year basis and shall be closed and balanced at the end of each calendar year.

9. Voluntary Termination. The company may be dissolved at any time by agreement of the owners, in which event the owners shall proceed with reasonable promptness to liquidate the business of the company. The company name may be sold with the other assets of the business. The assets of the company business shall be used and distributed in the following order:

(a) to pay or provide for the payment of all company liabilities and liquidating expenses and obligations; (b) the balance will be distributed in a manner which will equalize the income accounts of all owners; (c) the balance will be used to discharge the balance of the income accounts of the owners; (d) the balance will be distributed in a manner which will equalize the capital accounts of all owners; and (e) the balance will be used to discharge the balance of the capital accounts of the owners.

10. Retirement. Any owner shall have the right to retire from the company at the end of any calendar year. Written notice of the intention to retire shall be served upon the other owner at the office of the company at least ten (10) days before the end of the calendar year. The remaining owner shall have the right either to purchase the retiring owner's interest in the company or to terminate and liquidate the company business. If the remaining owner elects to purchase the interest of the retiring owner, he shall serve notice in writing of such election upon the retiring owner at the office of the company within ten (10) days after receipt of his notice of intention to retire.

(a) If the remaining owner elects to purchase the interest of the retiring owner in the company, the purchase price and method of payment shall be as follows:

The purchase price shall be equal to the retiring owner's capital account as of the date of his retirement plus any pro-rata profits not yet distributed to the retiring owner as of the date of retirement, increased by his share of company profits and decreased by his share of company losses for the period beginning on the date of retirement and

ending with the date of the settlement of purchase. In the event the company has appreciating assets (such as, without limitation, stocks, bonds, and real estate) recorded on its books, adjusted for the retiring owner's portion of the difference between the Fair Market Value (FMV) of these assets and their carrying value reflected in the company books. The FMV of the assets shall be determined as follows:

> The remaining owner and the retiring owner shall together appoint a reasonably qualified appraiser who will determine the FMV of the assets. If such parties cannot agree on an appraiser, the remaining owner(s) and the retiring owner shall each appoint his own qualified appraiser, the two (2) of whom shall determine the FMV. If such two (2) appraisers cannot agree as to the FMV, they shall, in turn, appoint a third qualified appraiser, who shall determine the FMV which shall be binding upon the parties.

No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the company books immediately prior to the retirement of the retiring owner; but the remaining owner(s) shall nevertheless be entitled to use the trade name of the company. The purchase price will be paid with interest at the rate of ten (10) percent per annum in six semiannual installments beginning six months after the end of the calendar month in which the retiring owner declares his retirement.

(b) If the remaining owner does not elect to purchase the interest of the retiring owner in the company, the owners shall proceed with reasonable promptness to liquidate the business of the company. The procedure as to liquidation and distribution of the assets of the company business shall be the same as stated in paragraph ten (10) with reference to voluntary termination.

11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

12. This Agreement shall be interpreted and construed under the laws of the State of Arizona.

In witness whereof the parties have signed this Agreement.

AJK International Gourmet LLC by: _____ (member)

AJK International Gourmet LLC by: _____ (member)

_____ LLC by: _____ (member)

Chicken Egg Rolls

Pot Stickers

BBQ Pork Slice

Honey Walnut Shrimp

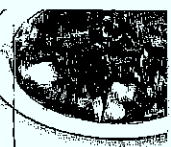
Shrimp Vegetables

Honey Sesame Chicken

Pepper Chicken

Kung Pao Chicken

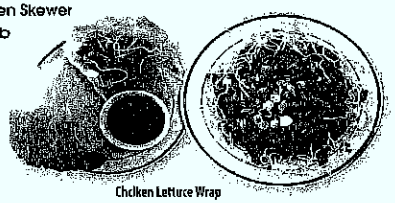
Orange Chicken


Pepper Beef

Appetizers

Chicken Egg Roll (2)	3.50
Vegetable Spring Roll (2)	2.00
Cheese Puffs (6)	4.95
Fried Shrimp (6)	5.99
ʃ Crispy Fish	5.95
Fried Chicken Wings	5.25
ʃ Thai Chicken Wings	5.50
Thai Satay Chicken or Beef Skewers (4)	5.50
French Fries	2.00
Honey Walnut	3.50
Pot Stickers (6)	6.25
BBQ Pork Slice	5.25
ʃ Crispy Salt & Pepper Spare Ribs (4)	7.25
Chicken Lettuce Wraps (6)	6.95
AJK Sampler (for 1 person)	6.50

1 Vegetable Spring Roll
1 Cheese Puff
1 Fried Shrimp
1 Thai Satay Chicken Skewer
1 Crispy Spare Rib


Chicken Lettuce Wrap

Soup

Egg Drop Soup	5.95
ʃ Hot & Sour Soup	6.95
Wor Wonton Soup	7.35

• *More soup list on chef's special*

Wor Wonton Soup

Egg Drop Soup

ʃ Hot & Sour Soup

Kid's Meal

Served with french fries or fried rice

~ $5.45 • Served with drink $5.95 ~

Cheese Puffs
Fried Shrimp
Sweet & Sour Chicken
ʃ Orange Chicken
Chicken Lo Mein

If you have a food allergy or special dietary restrictions, please notify your server or chef and we will try to accommodate you.

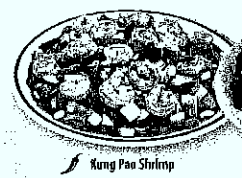
ʃ Hot & spicy dishes may be modified to your taste of 1x, 2x or 3x

Dinner Entrée

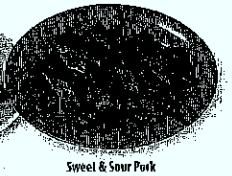
Regular: Served with steamed white rice (Lo mein or steamed brown rice add $1.50)
Combo: Served with vegetable spring roll, fried shrimp and egg fried rice
• *No other substitutions and additions* •

Seafood

	Reg.	Combo
Sweet & Sour Shrimp *Crispy shrimp, onion, bell pepper, carrot & pineapple in sweet & sour sauce*	10.25	11.45
Shrimp Egg Foo Young *Shrimp, pea, carrot and scallion in brown sauce over 3 veggie egg platters*	10.25	——
ʃ Kung Pao Shrimp *Shrimp, celery, zucchini, bell pepper & water chestnut in chef's kung pao sauce, topped with peanuts*	10.25	11.45
ʃ Garlic Shrimp *Shrimp, cabbage, carrot, broccoli, celery, mushroom, snow peas & water chestnut in spicy brown sauce*	10.25	11.45
Shrimp Vegetable *Shrimp, cabbage, carrot, broccoli, water chestnut & mushroom in house light sauce*	10.25	11.45
Shrimp Chop Suey *Shrimp, bean sprous & mixed veggies in brown garlic sauce*	10.25	11.45
Shrimp Broccoli *Shrimp, broccoli and carrot in garlic light sauce*	10.25	11.45
Honey Sesame Shrimp *Breaded Shrimp in Honey Sauce w/ sesame seed toppings*	10.25	11.45
ʃ Orange Shrimp *Breaded shrimp in our chef's orange sauce*	10.25	11.45
Cashew Shrimp *Shrimp, zucchini, celery, water chestnut in light sauce, with cashew nut topping*	10.25	11.45
ʃ General Tso's Shrimp *Breaded shrimp, zucchini in chef's brown sauce*	10.25	11.45
Happy Family *Shrimp, Chicken breast, Beef, broccoli, cabbage, carrot, mushroom, snow peas & water chestnut in brown sauce*	10.25	11.45
ʃ Kung Pao Two (Chicken & Shrimp) *Chicken, shrimp, bell pepper, celery, peas, carrots, water chestnuts, zucchini in chef's brown sauce topped with peanuts*	10.75	11.95
Sweet & Sour Fish *Breaded fish, bell pepper, onions, pineapple and carrots in sweet & sour sauce*	10.95	12.15
ʃ Spicy Salt & Pepper Fish *Deep fried fish lightly battered sprinkled with spicy salt, pepper, scallion and jalapeno pepper*	10.95	12.15
ʃ Kung Pao Fish *Breaded fish, mixed veggies in chef's kung pao sauce with peanut toppings*	10.95	12.15
ʃ Garlic Scallops *Scallops, mixed vegetable in brown garlic sauce*	11.75	12.95
Honey Walnut Shrimp *Deep fried prawns with sweet mayonnaise and roasted honey walnut*	11.95	13.15
Crystal Shrimp and Scallop *Sauteed shrimp, scallop, snow peas, carrot, zucchini, broccoli, water chestnut, mushroom and celery in light garlic sauce*	12.95	14.15
Seafood Delight *Scallops, fish, shrimp, mixed veggies in light sauce*	12.95	14.15
ʃ Yu Shan Seafood *Shrimp, scallop, fish, mixed vegetable in yu shan sauce*	12.95	14.15


ʃ Kung Pao Shrimp

Shrimp Broccoli


Sweet & Sour Pork

Pork

	Reg.	Combo
Sweet and Sour Pork *Deep fried pork, carrot, pineapple, onion, bell pepper with sweet & sour sauce*	8.75	9.95
ʃ Orange Pork *Deep fried pork in orange sauce*	8.75	9.95
ʃ General Tso's Pork *Deep fried pork and zucchini tossed with General Tso's sauce*	8.75	9.95

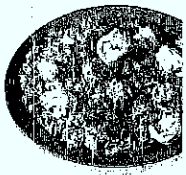
Chicken

	Reg.	Combo
Chicken with Broccoli *Chicken breast, broccoli & carrot in house light garlic sauce*	8.75	9.95
Chicken with Vegetable *Chicken breast, broccoli, cabbage, carrot, mushroom, zucchini, snow peas and water chestnut in light sauce*	8.75	9.95
ʃ Kung Pao Chicken *Chicken, water chestnut & celery, peas, carrots, zucchini, in spicy brown sauce topped with peanuts*	8.75	9.95
ʃ Orange Chicken *Deep fried chicken in house orange sauce*	8.75	9.95
Sweet & Sour Chicken *Deep fried chicken breast, pineapple, carrot, onion & bell pepper in house sweet and sour sauce*	8.75	9.95
ʃ General Tso's Chicken *Breaded chicken and zucchini in chef's brown sauce*	8.75	9.95
ʃ Mongolian Chicken *Chicken, green and white onion in spicy brown sauce*	8.75	9.95
Teriyaki Chicken *Chicken breast, lettuce in house teriyaki sauce*	8.75	9.95
ʃ Sichuan Chicken *Breaded chicken with zucchini, bell pepper, snow pea, bamboo shoot, carrot and celery in brown sauce*	8.75	9.95
Honey Walnut Chicken *Deep fried chicken with sweet mayonnaise. Honey coated walnut on top*	8.75	9.95
Honey Sesame Chicken *Deep fried chicken in honey sauce w/ sesame seed toppings*	8.75	9.95
ʃ Garlic Chicken *Chicken, cabbage, carrot, broccoli, water chestnut, zucchini, snow peas, mushroom and celery in spicy brown sauce*	8.75	9.95
Pepper Chicken *Bell pepper, onions & chicken in black bean sauce*	8.75	9.95
Cashew Chicken *Chicken, celery, water chestnut, peas & carrot, zucchini in brown garlic sauce with cashew nuts on top*	8.75	9.95
Chicken Chop Suey *Chicken, bean sprouts, mixed veggies in brown garlic sauce*	8.75	9.95
Chicken Egg Foo Young *Chicken, pea, carrot and scallion in brown sauce over 3 veggie egg platters*	8.75	——

Beef

	Reg.	Combo
Beef with Broccoli *Beef, broccoli and carrot in brown garlic sauce*	9.25	10.45
Beef with Vegetable *Beef, zucchini, snow peas & water chestnut in brown garlic sauce*	9.25	10.45
ʃ Kung Pao Beef *Beef, water chestnut, celery, bell pepper and zucchini in brown spicy sauce topped with peanuts*	9.25	10.45
ʃ Mongolian Beef *Beef, white and green onion in brown spicy sauce*	9.25	10.45
ʃ Garlic Beef *Beef, cabbage, carrot, broccoli, water chestnut, mushroom, snow peas & celery in spicy brown sauce*	9.25	10.45
Pepper Beef *Bell pepper, onions & beef in Black Bean Sauce*	9.25	10.45
ʃ Beef Ma-Po Tofu *Beef, tofu, peas, carrots in house spicy sauce topped with green onion*	9.25	10.45
ʃ Zichuan Beef *Beef, bell pepper, zucchini, bamboo shoot, celery and carrot in spicy brown sauce*	9.25	10.45
Beef Chop Suey *Beef, bean sprouts & mix veggies in brown sauce*	9.25	10.45
Beef Egg Foo Young *Beef, pea, carrot and scallion in brown sauce over 3 veggie egg platters*	9.25	——

Vege
Vegetabl
Cabbage, carrot
peas, mushroom
Vegetabl
Broccoli, cabbag
mushroom & sn
Tofu with
Fried tofu, broc
snow peas & mu
Vegetabl
Mixed veggies i
ʃ Kung Pa
Fried tofu, celery
and bell peppers
Stir Fried
Sliced potato w
ʃ Zichuan
Fried tofu with
bamboo shoot a
Sauteed
Seasonal Chine
ʃ Garlic Eg
Eggplant, celery
ʃ Zichuan
Eggplant in che


Shrimp Fried Rice

Roasted D
AJK Fried
Yang Zhou
BBQ pork, shrimp
ʃ Thai Fried
Chicken, shrimp,
Pineapple
Shrimp Fri
Egg Fried
Chicken, B

Lo
AJK Lo Me
Shrimp Lo
Chicken, B
Plain Lo M

ʃ Mongolian Beef

Chef's Special

Cantonese Style (Served with steamed white rice)

Roasted Duck (Half)	11.95
∮ Crispy Pork Ribs with Salt & Pepper	9.50
Peking Pork Chop	9.50
Hong Kong Style Pork Ribs	9.50
Beef Short Ribs with Honey Sauce	9.96
∮ Beef Short Ribs with Black Pepper Sauce	9.95

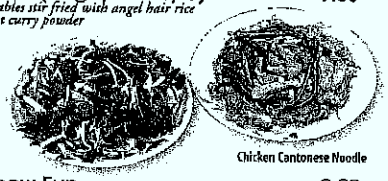
Rice Plate (Served over steamed white rice)

Roasted Duck Rice Plate	6.95
BBQ Pork Rice Plate	6.95
Hong Kong Style Pork Ribs Rice Plate	6.95
Peking Pork Chop Rice Plate	6.95
BBQ Dual Rice Plate *(BBQ pork & roasted duck)*	8.95

Noodle or Noodle Soup

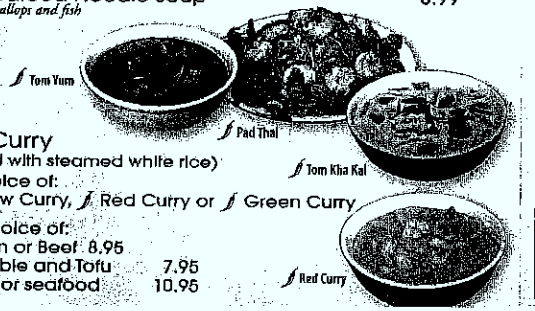
Choice of meat, *(shrimp, combination or seafood add $2.00)*

Chow Fun *(Flat rice noodle)*	8.75
Chow Mei Fun *(Angel hair rice noodle)*	8.75
Cantonese Noodle *(Pan fried angel hair egg noodle)*	8.75
Soy Sauce Chow Mein *(Stir fried angel hair egg noodle)*	8.75
∮ Curry Chow Mei Fun (Singapore Style) *Shrimp, pork, egg and vegetables stir fried with angel hair rice noodle flavored with fragrant curry powder*	9.50



Thai Style

∮ Thai Seafood Chow Fun *Seafood, egg, lime, cilantro, crushed peanut and rice noodle*	9.99
∮ Pad Thai *Rice noodle, chicken, peanut, bean sprout and scallion in Thai sweet and sour sauce*	7.99
∮ Thai Fried Rice *Chicken and shrimp with coconut milk and curry powder*	8.25
Pineapple Fried Rice *(Chicken and shrimp)*	8.25
∮ Tom Yum *(Add rice noodle + $2.00 extra) Thai hot & sour soup with chicken, tomato, celery, mushroom, onion and Thai herbs*	8.99
∮ Tom Yum Goong *(Add rice noodle + $2.00 extra) Thai hot & sour soup with shrimp, tomato, celery, mushroom, lemongrass, galangal and onion*	10.50
∮ Tom Yum Seafood *(Add rice noodle + $2.00 extra) Thai hot & sour soup with shrimp, scallop, fish, tomato, celery, mushroom, lemongrass, cilantro, onion and galangal*	12.50
∮ Tom Kha Kai *(Add rice noodle + $2.00 extra) Hot & sour soup with coconut milk, chicken, mushroom, tomato, galangal and lemongrass*	8.99
∮ Tom Kha Goong *(Add rice noodle + $2.00 extra) Hot & sour soup with coconut milk, shrimp, mushroom, tomato, galangal and lemongrass*	10.50
∮ Thai Noodle Soup *Rice noodle with cabbage, scallion, Thai pepper seasoning, fried garlic, chicken or beef*	8.99
Cantonese Wonton Mein *Pork and shrimp wonton, special egg noodle, Cantonese style wonton broth*	8.50
AJK Seafood Noodle Soup *Shrimp, scallops and fish*	8.99



Thai Curry

(Served with steamed white rice)

1st. choice of:

∮ Yellow Curry, ∮ Red Curry or ∮ Green Curry

2nd. choice of:

Chicken or Beef	8.95
Vegetable and Tofu	7.95
Shrimp or seafood	10.95

House Dinner

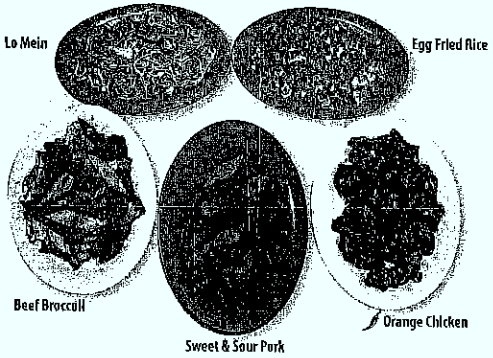
~ $33.95 ~

(Served up to 5 people)

Choice of Any 3 Items from Dinner Entree Only

(Shrimp, Seafood or Combination Add $2.00)

Plus Egg Fried Rice and Lo Mein

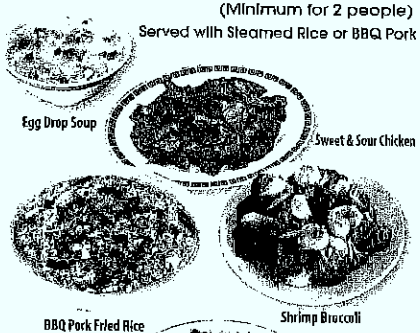


AJK Dinner

~ $13.95 per person ~

(Minimum for 2 people)

Served with Steamed Rice or BBQ Pork Fried Rice

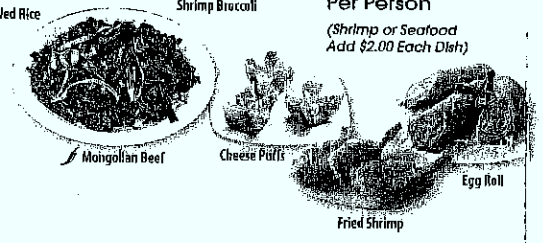


SOUP:
Egg Drop Soup or Hot & Sour Soup

APPETIZER:
Chicken Egg Rolls, Cheese Puffs and Fried Shrimps

ENTREE:
Select One Choice from Dinner Entree Per Person

(Shrimp or Seafood Add $2.00 Each Dish)



Bento $12.95

Served with Fried Shrimp, 2 Cheese Puffs, BBQ Pork Fried Rice

• No other substitutions and additions •

A. Sweet & Sour Chicken & ∮ Kung Pao Chicken

B. Pepper Beef & ∮ Orange Chicken

C. Honey Sesame Chicken & ∮ Garlic Chicken

D. Beef with Broccoli & ∮ General Tso's Chicken

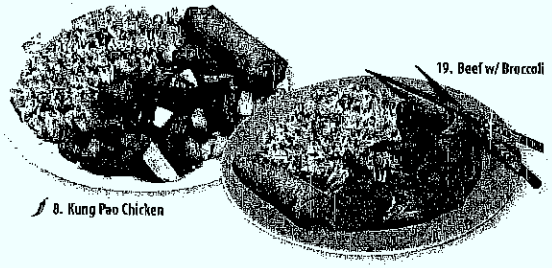
E. Teriyaki Chicken & Salt & Pepper Ribs

F. Beef Short Ribs & ∮ Sichuan Eggplant

Lunch Special

Monday - Friday 10:30 am ~ 3:00 pm
Saturday - Sunday 12:00 noon ~ 3:00 pm

Served with vegetable spring roll and fried rice.



Please Order By Number

1.	Chicken with Broccoli	6.50
2.	Cashew Chicken	6.50
3.	Chicken Chop Suey	6.50
∮ 4.	Sichuan Chicken	6.50
5.	Chicken Egg Foo Young	6.50
∮ 6.	Garlic Chicken	6.50
7.	Honey Sesame Chicken	6.50
∮ 8.	Kung Pao Chicken	6.50
9.	Chicken or Beef Lo Mein	6.50
∮ 10.	Orange Chicken	6.50
11.	Sweet & Sour Chicken	6.50
12.	Teriyaki Chicken	6.50
∮ 13.	General Tso's Chicken	6.50
14.	Chicken with Vegetables	6.50
15.	Sweet & Sour Pork	6.50
∮ 16.	Garlic Vegetables	5.95
∮ 17.	Kung Pao Tofu	5.95
∮ 18.	Kung Pao Two *(Chicken and shrimp)*	7.35
19.	Beef with Broccoli	6.95
∮ 20.	Mongolian Beef	6.95
21.	Pepper Beef	6.95
22.	Beef with Vegetables	6.95
23.	Shrimp with Broccoli	7.35
∮ 24.	Garlic Shrimp	7.35
25.	Shrimp with Vegetables	7.35
∮ 26.	Sichuan Fish	7.35

Menu and prices are subject to change without notice.
We reserve the right to refuse service to anyone.

∮ Hot & Spicy

FONG'S MENU

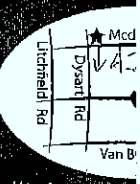
PRSTD STD.
U.S. POSTAGE
PAID
El Monte CA
Permit No. 372

CHI
W

Open Daily
Monday - Thursd
Friday 10:30am
Saturday - Sunda

Tel (623)

1535 N. D
Avondale
(SE corner of Mc
Between Dollar



We Accept

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: CONNIE FENG

BUSINESS NAME: AJK CHINESE CUISINE

ADDRESS: 1535 N. DYSART RD. A3

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

8/26/10
DATE

Police Chief
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 20,2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 2, 2010

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

APPLICANT'S NAME: CONNIE FENG

BUSINESS NAME: AJK CHINESE CUISINE

ADDRESS: 1535 N. DYSART RD. A3

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jon Y. Gomez
SIGNATURE

9/2/10
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 20,2010
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Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

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APPLICANT'S NAME: CONNIE FENG

BUSINESS NAME: AJK CHINESE CUISINE

ADDRESS: 1535 N. DYSART RD. A3

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

8/31/10
DATE

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 20,2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 2, 2010

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 31, 2010

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 16 (State Series 12) for AJK Chinese Cuisine located at the northeast corner Rancho Santa Fe Blvd and Dysart Rd

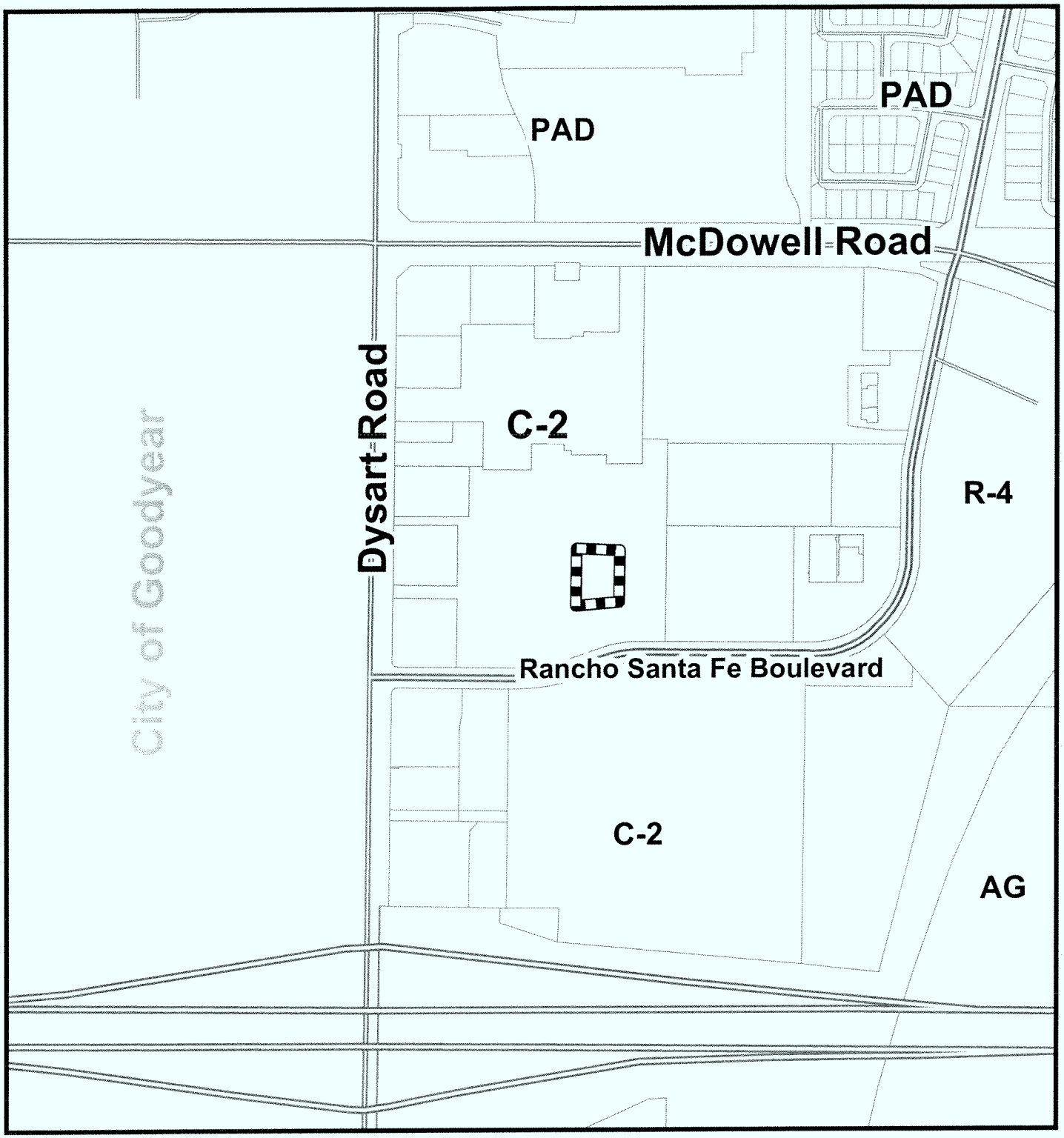
The proposed location is at the northeast corner of Rancho Santa Fe Blvd and Dysart Rd in the Palmilla shopping center. The building is existing and is currently operating as a dine-in restaurant.

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

The General Plan designates the property as Freeway Commercial and the site is zonedC-2 (Community Commercial District). A dine-in restaurant is a permitted use in the C-2 zoning.

Staff recommends approval of this request.

Attachment: Zoning Vicinity Map
2009 Aerial Photograph



Zoning Vicinity Map

Avondale

Subject Property

N

2009 Aerial Photograph

Avondale

AJK Chinese Cuisine

N

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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

ROUTING:

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

APPLICANT'S NAME: CONNIE FENG

BUSINESS NAME: AJK CHINESE CUISINE

ADDRESS: 1535 N. DYSART RD. A3

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE: [signature] DATE: 8-26-10

TITLE: Chief Building Official

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 20,2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 2, 2010

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

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- ☐ ACQUISITION OF CONTROL

ROUTING:

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

APPLICANT'S NAME: CONNIE FENG

BUSINESS NAME: AJK CHINESE CUISINE

ADDRESS: 1535 N. DYSART RD. A3

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

DEPARTMENTAL COMMENTS:

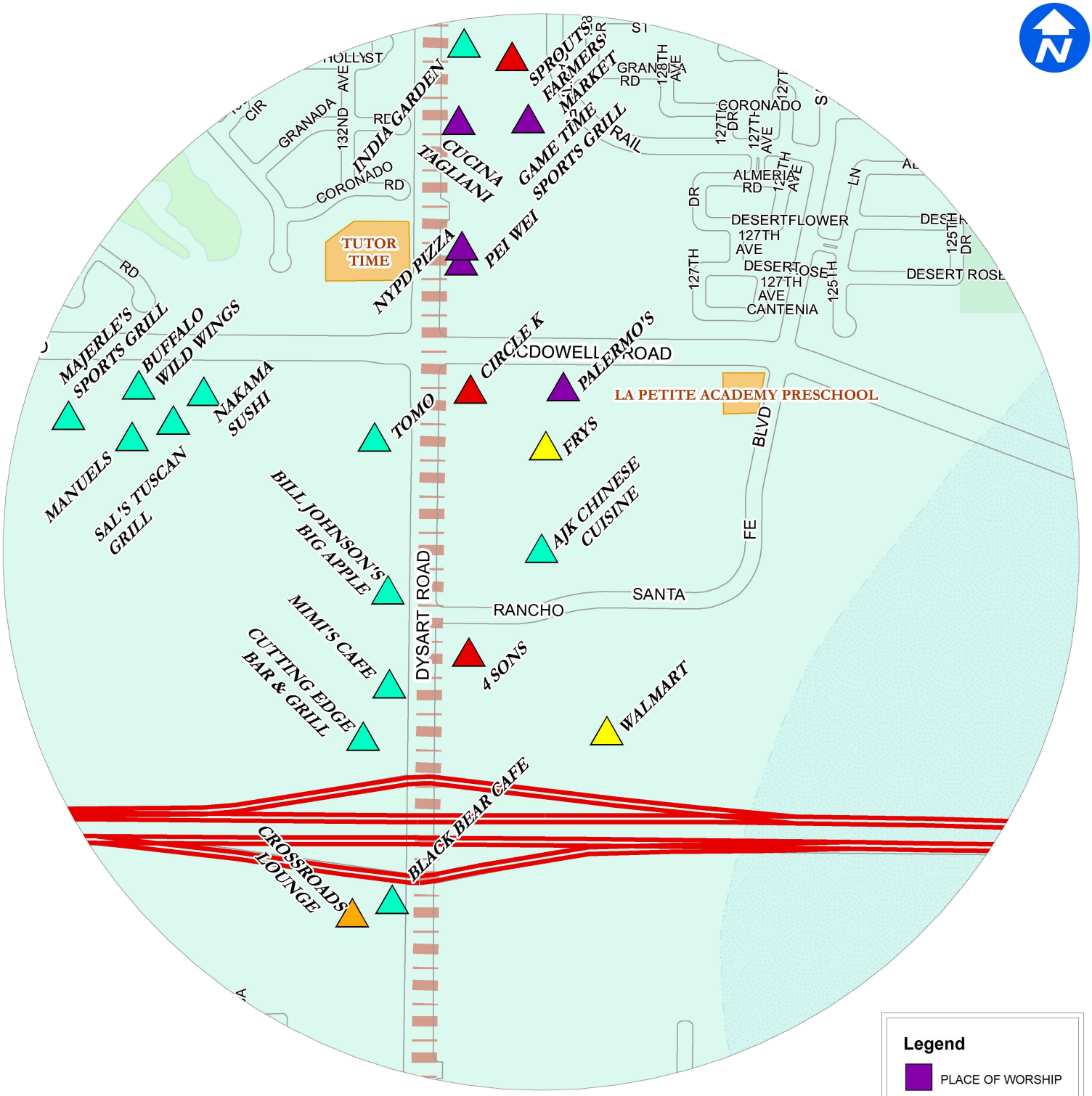
☒ APPROVED
☐ DENIED

Teresa A Holden
SIGNATURE

8/26/10
DATE

Tax Mileage Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 20,2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPTEMBER 2, 2010



Legend

- PLACE OF WORSHIP

LIQUOR SERIES

- SERIES 5
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 15
- SERIES 16
- SCHOOLS

AJK Chinese Cuisine
1535 N Dysart Rd Ste. #A3
1 Mile Buffer

0 250 500 1,000 1,500 Feet

Avondale GIS Division of Water Resources

A-3
NOTICE
AJK
AJK CHINESE CUISINE
08.25.2010 10:19

AJK CHINESE CUISINE
DESERT ESCAPE
GRAND OPENING
A-3
08.25.2010 10:19

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Professional Services Agreement - Blackstone Services LLC

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623)333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract amendment with Blackstone Services, L.L.C.(Blackstone Security) increasing the contract amount from $62,156.64 to $88,055.24 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On May 21, 2007 the City of Avondale contracted with Blackstone Security to provide after hours facility security at City of Avondale public buildings. The term of the original contract was for a one year period, with the option to extend the contract for up to a maximum of four (4), one (1) year options, through April 2011. The existing contract has expired and the vendor is currently providing service to the City of Avondale on an extension per the terms of the original agreement. However, additional facilities have been added to the scope of work and the overall contract cost has increased from $62,156.64 to $88,055.24. Staff requires approval to increase the spending for security services.

Staff also reviewed the existing contract, did a cost analysis of services, and determined that it would be in the City's best interest to open the contract to a proposal process with the intent to improve service and maintain or reduce costs. The contract bid will open in the fall of 2010.

DISCUSSION:

The City of Avondale entered into a contract with Blackstone Security to provide after hour security services at the Avondale Municipal Operations Center (MOSC) and any other facilities required by the City of Avondale. The City of Avondale has added the following facilities to the original scope of work during the contract period:

Avondale Civic Center / City Hall Lobby
Friendship Park
Festival Fields

The base term of the contract was from May 2007 through April 2008, with the option of four (4) subsequent annual extensions. The contractor is currently operating on an extension under the terms of the original contract. Staff requests an increase of the contract amount from $62,156.64 to $88,055.24 to cover the additional facilities. Staff will issue a Request for Proposals (RFP) to seek a qualified vendor to provide security services at City of Avondale facilities and ensure that the new contract is in place prior to the end of the current extension.

Blackstone Security will be allowed to submit a proposal for the new contract along with other service providers. The service provided by Blackstone Security has been in accordance with City of Avondale expectations. Staff wishes to open the contract to a competitive process with the intent of improving service levels and reducing costs.

BUDGETARY IMPACT:

Additions to the scope of service have increased the contract amount from $62,156.64 to $88,055.24. Payment for these services will be made by the Parks, Recreation and Libraries Department; and the Public Works Department. Funds are already allocated for this service in the departmental budgets.

RECOMMENDATION:

Staff recommends that the City Council approve the first amendment to the Professional Services Agreement with Blackstone Services, L.L.C.(Blackstone Security) increasing the contract amount from $62,156.64 to $88,055.24 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

- PSA

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BLACKSTONE SERVICES, L.L.C.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of September 20, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Blackstone Services, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated May 21, 2007, for unarmed security guard services at two City of Avondale Municipal Operations Facility sites (the "Agreement").

B. The City has determined that unarmed security guard services are required at additional sites (the "Additional Sites") listed below.

Friendship Park	12325 West McDowell Road
Festival Fields	101 East Lower Buckeye Road
Civic Center / City Hall	11465 West Civic Center Drive
Goodyear Farms Cemetery	12701 West Indian School Road
Western Avenue Sam Garcia Library	495 East Western Avenue

C. The City and the Consultant desire to amend the Agreement to (i) modify the services required under the Scope of Work of the Agreement to include the Additional Sites (the "Additional Services"), (ii) extend the term of the Agreement (iii) increase the compensation paid to the Consultant for the Additional Services and (iv) and add provisions required by State law to the Agreement.

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 to amend the Agreement as follows:

1. Scope of Work. The Consultant shall provide the Additional Services under the terms and conditions of the Agreement.

2. Term. The term of the Agreement is extended until May 21, 2011.

3. Compensation. The Consultant's annual aggregate compensation under the Agreement shall be increased by no more than $25,898.66 from $62,156.64 to $88,055.24 as consideration for the Additional Services at the rates set forth in the Agreement and at such times or such Additional Sites as may be ordered by the City.

4. Miscellaneous. The following provisions are hereby added to Section 14 of the Agreement as follows:

14.15 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 14.16 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 14.16 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.

14.16 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.

14.17 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.

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

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

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

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

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

(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 Blackstone Services, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

CITY COUNCIL REPORT

SUBJECT:
Contract Award - US Energy Services, Inc.

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a contract to US Energy Services, Inc. for the purchase and installation of LED lights for Friendship Park and Civic Center LED Light Retrofit Projects using the Department of Energy's Energy Efficiency Conservation Block Grant in the amount of $239,964.24 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

The LED Light Retrofit Project is a grant funded initiative through the Energy Efficiency and Conservation Block Grant (EECBG). The project calls for the replacement of existing high energy use lighting with low energy LED lights at Friendship Park and the Avondale Civic Center Campus. On July 6, 2010 the City released an Invitation for Bid (IFB) to solicit bids for the purchase of one or more Low Energy Street Lights, fixtures, and other associated installation parts and equipment. The bid deadline was Wednesday, September 8, 2010. US Energy Services is the successful bidder for the project.

DISCUSSION:

The EECBG program is designed to assist eligible entities in implementing energy efficiency and conservation strategies to include, but not limited to: reducing fossil fuel emissions; reducing total energy use; and improving energy efficiency in transportation, building, and other appropriate sectors.

On September 8, 2009, Avondale was awarded $706,600 for eight projects. The LED Light Retrofit Project was approved for $192,820. The lowest responsible bid came in at $239,964.24. The cost of the project exceeds the original allocated funding amount by $47,144.24. However, the selected bid proposal includes installation. Additional funding for this project will come from the Power Purchase Agreement Project; which is an allowed transfer of funds by the grantor (see Attachment 1, page 26). The LED Light Retrofit Project will enhance the energy efficiency at both Avondale Friendship Park and the Avondale Civic Center as follows:

Friendship Park

- Replace eighty (80) existing parking pole fixtures with GE Evolve LED fixtures.
- Replace twelve (12) parking lot fixtures that are in the North East section of the park with GE Evolve light fixtures

Civic Center Campus

- Replace thirty eight (38) roadway fixtures with GE Evolve LED series fixtures

- Replace thirty eight (38) parking lot fixtures with GE Evolve LED series area lights and fixtures.

Funding for annual maintenance and repairs of the enhanced lighting will come from the existing facilities budget. A general comparison of cost associated with maintenance and repairs revealed that LED lights last longer and may be more efficient than our current lighting. The new LED lights have a life expectancy of 10 years. The savings over the life of the project is estimated at approximately $576,600.
Annual parts, materials, and labor savings is $36,750
Annual electrical savings are $11,300
Total annual savings $48,050 per year savings x 12 = $576,600 life cycle savings

In addition the City of Avondale currently pays 9 ½ cents per kilowatt hour of electricity. The price per kilowatt hour is expected to increase annually which will increase the electricity savings over the lifetime of the project.

BUDGETARY IMPACT:

The City of Avondale was awarded $706,600 for the entire EECBG program. Funding for the LED project is available from the following line items:

Civic Center 247-5104-22-7165 $101,000
Friendship Park 247-5104-21-7165 $75,500
PPA 247-5104-51-6180 $47,144.24
Engineering CIP Funds ST1164 (Street Light Fund) $16,320
TOTAL PROJECT FUNDS $239,964.24

RECOMMENDATION:

Staff recommends that the City Council award a contract to US Energy Services, Inc. for the purchase and installation of LED lights for Friendship Park and Civic Center LED Light Retrofit Projects using the Department of Energy's Energy Efficiency Conservation Block Grant in the amount of $239,964.24 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

- EECBG Program Guidance
- Price Sheet

Department of Energy
Washington, DC 20585

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
NOTICE 10-011

EFFECTIVE DATE: April 21, 2010

SUBJECT: AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM — FORMULA GRANT GUIDANCE

PURPOSE 3
SCOPE 3
PROGRAM ADMINISTRATION 3
FUNDING OPPORTUNITY ANNOUNCEMENT (FOA) 3
LEGISLATION AND PROGRAM HISTORY 4
PROGRAM PURPOSE 4
PROGRAM PRINCIPLES AND RECOVERY ACT PRIORITIES 4
PROGRAM OUTCOMES 5
PROGRAM FUNDING 6
ELIGIBILITY, ALLOCATIONS AND FORMULA METHODOLOGY 6
City/County Formula 6
State Formula 6
Tribal Formula 7
USE OF FUNDS 7
Prohibitions on Use of Funds 8
Limitations on Use of Funds 8
APPEALS 10
TECHNICAL ASSISTANCE 11
REPORTING 11
Quarterly Reporting to OMB 11
Quarterly and Monthly Reporting to DOE 12
Performance and Accountability for Grants in Energy (PAGE) 13
MONITORING 13
SPECIAL ARRA PROVISIONS AND THEIR APPLICATION TO EECBG 14

Buy American 14
Davis-Bacon Act (DBA) 16
Guidance on Davis-Bacon Act for Individual Homeowners 18
ADDITIONAL PROGRAM GUIDANCE FOR EECBG 19
Revolving Loan Funds under EECBG 19
Historic Preservation 22
National Environmental Policy Act (NEPA) 23
Waste Stream Guidance 25
Required Period for State to Provide Subgrants 26
Agency Waiver for Budget Changes under section 10 CFR 600.230 26
LEGAL HOTLINE FOR RECOVERY ACT QUESTIONS 27
ATTACHMENT A: GUIDANCE MATRIX 28
ATTACHMENT B: NEPA TEMPLATE 29
ATTACHMENT C: NEPA STATEMENT OF WORK 34

PURPOSE

To provide an overview of grant guidance and management information, including allocations and the methodology for their determination, for the Energy Efficiency and Conservation Block Grant (EECBG) Program formula grants for program years (PY) 2009-2013. For many of the topics discussed below, formal guidance documents have been previously issued; this document is intended to consolidate and, in some cases, clarify the information contained in those previous issuances but should not be viewed as a replacement for those documents. Attachment A to this document contains a "Guidance Matrix" that correlates select activities with programmatic and statutory conditions that may affect implementation.

SCOPE

The provisions of this guidance apply to States, Territories, and the District of Columbia ("States"); Cities, Counties, and their equivalents ("units of local government"); and Federally recognized Tribal governments ("Indian tribes"),[1] insofar as they are eligible for formula grant financial assistance under the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant Program.[2] This entire group may be referred to collectively as "entities," "grantees," or "recipients".

PROGRAM ADMINISTRATION

The EECBG Program is administered by the Weatherization and Intergovernmental Program (WIP) of the Office of Energy Efficiency and Renewable Energy (EERE) of the U.S. Department of Energy (DOE). Procurement and project management support for the program is provided by DOE's Golden Field Office, National Energy Technology Laboratory, Office of Civilian Radioactive Waste Management, Oak Ridge Office, and Office of Headquarters Procurement Operations.

FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)

The FOA (Number DE-FOA-0000013) for the EECBG Program is available at http://www1.eere.energy.gov/wip/pdfs/eecbg_foa.pdf and contains specific information for eligible entities in these areas:

- Award information
- Eligibility information

[1] As defined in Sec. 541 of Title V, Subtitle E of the Energy Independence and Security Act (EISA) of 2007, Public Law 110-140.

[2] As defined in "Energy Efficiency and Conservation Block Grant Program—State, Local and Tribal Allocation Formulas," 74 FR 17461; available at http://www1.eere.energy.gov/wip/pdfs/eecbg_federal_register_notice_04_15_09.pdf.

- Application and submission information
- Application review information
- Award administration information
- Questions/agency contacts
- EECBG Program allocations as of April 15, 2009
- Other important information
- Appendices/Reference Material

LEGISLATION AND PROGRAM HISTORY

DOE's authorization for this program is set forth in Title V, Subtitle E of the Energy Independence and Security Act (EISA) of 2007, Public Law 110-140. The American Recovery and Reinvestment Act of 2009 (ARRA or "Recovery Act"), Public Law 111-5, appropriated $3.2 billion in funding for DOE to issue/award formula-based and competitive grants under the program to States, units of local government, and Indian tribes.

PROGRAM PURPOSE

The purpose of the EECBG Program is to assist eligible entities in creating and implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximize benefits for local and regional communities;
- Reduce the total energy use of the eligible entities; and
- Improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

These stated purposes describe the overall intent of the EECBG Program. Eligible entities may develop various initiatives and projects that address one or more of the purposes, and each activity that an entity undertakes is not required to meet all of the stated purposes. However, each entity is required to use the funds in a cost-effective manner that is of maximum benefit to the population of that entity and in a manner that will yield continuous benefits over time in terms of energy and emission reductions. To these ends, DOE encourages entities to develop new and innovative approaches within the framework of the legislation and the guidance.

PROGRAM PRINCIPLES AND RECOVERY ACT PRIORITIES

DOE has developed the following core principles to guide entities during the program and project planning process:

- Prioritize energy efficiency and conservation as the cheapest, cleanest, and fastest ways to meet energy demand;
- To maximize benefits over time, entities should look for ways to link their energy

efficiency efforts to long-term priorities (especially community economic development, community stabilization, and poverty reduction efforts);
- Invest funds in programs and projects that create and/or retain jobs and stimulate the economy while meeting long-term energy goals;
- Give priority to programs and projects that leverage federal funds with other public and private resources, including coordinated efforts involving other Federal programs that target community development and that have been funded through the Recovery Act, such as the Community Development Block Grant program, HOME, and job training programs;
- To the extent possible, develop programs and strategies that will continue beyond the funding period;
- Ensure oversight, transparency, and accountability for all program activities;
- Enact policies that transform markets, increase investments, and support program goals; and
- Develop comprehensive plans that benchmark current performance and set aggressive goals.

PROGRAM OUTCOMES

There are many possible outcomes that could result from successful implementation of EECBG-eligible programs, projects, and activities at the state and local level. By identifying desired outcomes, DOE aims to clarify the broad purposes stated in the legislation and assist the implementation, overall development, and administration of state and local programs. Desired outcomes may also help in the evaluation of potential activities, programs, and projects, in particular by highlighting the variables that will be used to determine the success of different activities, programs, and projects. Desired outcomes of the EECBG Program include:

- Increased energy efficiency, reduced energy consumption, and reduced energy costs, insofar as they are achieved through efficiency improvements in the building, transportation, and other appropriate sectors;
- New jobs and increased productivity to spur economic growth and community development;
- Accelerated deployment of market-ready distributed renewable energy technologies, including wind, solar, geothermal, hydropower, biomass, and hydrogen technologies;
- Improved air quality and related environmental and health indicators associated with the reduction of fossil fuel emissions;
- Improved coordination of energy-related policies and programs across jurisdictional levels of governance and with other local and community-level programs in order to maximize the impact of this program on long-term local priorities;
- Increased security, resilience, and reliability of energy generation and transmission infrastructure;
- Leveraging of the resources of the Federal government, state and local governments, utilities and utility regulators, the private sector, and non-profit organizations in order to maximize the resulting energy, economic and environmental benefit; and
- Widespread use of innovative financial mechanisms that transform markets.

PROGRAM FUNDING

ARRA allocations for EECBG direct formula grants from the DOE, as adjusted by appeals, are based on the following funding amounts:

- $1,891,663,600 for eligible cities and counties ("units of local government");
- $767,480,000 for states, U.S. territories, and the District of Columbia ("States"); and
- $54,836,200 for eligible Indian tribes.

ELIGIBILITY, ALLOCATIONS AND FORMULA METHODOLOGY

Prior to adjustments through the appeals process, funding for EECBG direct formula grants to eligible units of local government was allocated in equal amounts to "local government-alternative 1" and "local government-alternative 2". Under "local government-alternative 1," eligible entities are cities with populations of at least 35,000 or which are one of the top ten highest populated cities of the state in which they are located, and counties with a population of over 200,000 or which are one of the ten highest-populated counties of the state in which they are located. Under "local government-alternative 2," eligible entities are cities with populations of at least 50,000 and counties with populations of at least 200,000 (42 USC 17151(3)).

EISA directs that the formula for grants to eligible units of local government be established by the DOE according to the population served by the eligible unit of local government, the daytime population of the eligible unit of local government, and other similar factors determined by DOE (42 USC 17153(b)). For the purposes of the EECBG Program, the definition of "city" includes city-equivalent units of local government such as towns or villages. Consolidated city-county governments are considered as cities. County populations used to determine eligibility for direct formula grants do not include the populations of cities within the counties when the cities themselves are eligible for direct formula grants.

EISA also directs that, of the amount allocated for States, DOE is to provide not less than 1.25 percent to each State, with the remainder to be distributed among the States based on a formula established by the DOE. EISA directs that the State formula take into account the population of each State and any other criteria that DOE determines to be appropriate (42 USC 17153(c)).

EISA further directs that the amounts made available for Indian tribes be distributed based on a formula to be established by DOE, taking into account any factors that DOE determines to be appropriate (42 USC 17153(d)).

City/County Formula

The formula for determining allocations to cities and counties is based on two weighted factors: resident population and daytime (commuter) population. The resident population factor receives a weight of approximately 70 percent, and the daytime population factor receives a weight of approximately 30 percent.

State Formula

The formula for determining allocations to States includes three factors that are

considered with equal weight: (1) the total population of the State; (2) the population of the State after subtracting the populations of all cities and counties in the state that are eligible for direct formula grants; and (3) the total energy consumption in the State, less consumption in the industrial sector.

As required by EISA (42 USC 17155(c)(1)(A)), a state that receives a grant under the EECBG Program shall use not less than 60 percent of the amount received to provide subgrants to units of local government in the state that are not eligible for a formula grant under the program. Hawaii, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands have no ineligible entities and are, therefore, exempt from the requirement to make subgrants.

Tribal Formula

The formula for Tribal governments is based on two weighted factors: tribal population and the climatic conditions in each tribe's state as derived from heating and cooling degree days. The tribal population factor receives a weight of 75 percent, and the tribal climate factor receives a weight 25 percent.

***

There are no subgranting requirements for funds received by units of local government or Indian tribes.

For more detailed information on the formula methodology, see the "Energy Efficiency and Conservation Block Grant Program—State, Local and Tribal Allocation Formulas" as published in the *Federal Register* on April 15, 2009 and available at http://eere.energy.gov/wip/pdfs/eecbg_federal_register_notice_04_15_09.pdf.

To see the individual allocations amounts, organized by state, visit the EECBG Program website, which features:

- State and local formula allocations, available at http://eere.energy.gov/wip/eecbg_state_allocations.html.
- Tribal formula allocations, available at http://eere.energy.gov/wip/eecbg_tribal_allocations.html.

USE OF FUNDS

Activities eligible for use of funds include:

- Development of an energy efficiency and conservation strategy by entities, and technical consultant services to assist in the development of such a strategy;
- Residential and commercial building energy audits;

- Financial incentive programs and mechanisms for energy efficiency improvements, such as energy savings performance contracting, on-bill financing, and revolving loan funds;
- Grants to nonprofit organizations and government agencies for the purpose of performing energy efficiency retrofits;
- Energy efficiency and conservation programs for buildings and facilities;
- Development and implementation of transportation programs to conserve energy;
- Building codes and inspections to promote building energy efficiency;
- Energy distribution technologies that significantly increase energy efficiency, including distributed resources, combined heat and power, and district heating and cooling systems;
- Material conservation programs including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency;
- Reduction and capture of methane and greenhouse gases generated by landfills or similar waste-related sources;
- Energy efficient traffic signals and street lighting;
- Development, implementation, and installation of renewable energy technologies on government buildings; and
- Any other appropriate activity that meets the purposes of the program and is approved by the DOE.

DOE encourages grant recipients to coordinate with each other to leverage funds and resources to maximize benefits.

All funds must be obligated/committed by eligible entities within 18 months of the effective date of the award and expended within 36 months of the effective date of the award. The official effective date of the award is the date that the contracting officer signed the award document. The three-year timeline begins on the award date, not the date of the recipient's acceptance of the award.

Prohibitions on Use of Funds

ARRA prohibits, without exception, the use of funds for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Limitations on Use of Funds

Administrative expenses — Grantees should use their established definitions of "administrative expenses". States may not use more than 10 percent of amounts provided under the program for administrative expenses (42 USC 17155 (c)(4)). Units of local government and Indian tribes may not use more than 10 percent or $75,000, whichever is greater, for administrative expenses (42 USC 17155 (b)(3)(A)). EECBG funds may be used for compensation of employees or contractors. Whether or not the administrative cost cap applies depends on the nature of the responsibilities of the staff hired. Administrative activities are those that cannot be identified with any single program but are necessary to the general conduct of the activities of the entity organization; this could include such items as the overall direction of the organization, record keeping, budgeting, and business management.

Revolving Loan Funds — Units of local government and Indian tribes may not use more than 20 percent or $250,000, whichever is greater, for the establishment of revolving loan funds (42 USC 17155 (b)(3)(B)).

Subgrants — Except for the noted exemptions, States may not use less than 60 percent of their allocation to provide subgrants to units of local government in the State that are not eligible for direct grants (42 USC 17155 (c)(1)(A)). The subgrants for ineligible units of local government must be provided within 180 days after the date DOE approves the State's energy efficiency and conservation strategy, i.e., 180 days after the Contracting Officer signs the award. However, DOE interprets this period to exclude any period of time in which DOE is reviewing substantially complete information necessary to remove a DOE condition that applies to the funding for the subgrants. For example, if a State is providing the required subgrants through a request for proposals (RFP) and the Federal funding for the projects under the RFP is subject to a NEPA condition, the period of time during which DOE is reviewing the information provided by the State that is necessary to remove the NEPA condition does not count towards the 180-day period. For more details, please see EECBG Program Notice 10-009, issued on March 9, 2010 and available at http://www1.eere.energy.gov/wip/pdfs/eecbg_10-009_subgrants_program_guidance.pdf.

Units of local government and Indian tribes may not use more than 20 percent or $250,000, whichever is greater, for the provision of subgrants to non-governmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the applicant (42 USC 17155 (b)(3)(C)).

Change in Subgranting and Subcontracting procurement policy announced in April 7, 2010 letter to Grantees — All subgrantees or subcontractors receiving less than $10 million from a grantee are no longer required to have a technical review conducted by the Office of Acquisition and Financial Assistance (OAFA), DOE's procurement division. Instead, grantees and their subgrantees and subcontractors receiving less than $10 million may use awarded funds without any further technical review. Money can be given to a subgrantee or subcontractor before DOE receives information on that entity. DOE will, however, need the names and DUNS numbers of subgrantees or subcontractors by June 25, 2010. To be clear, although money may be spent before June 25th, DOE will eventually need the names and DUNS numbers of subgrantees and subcontractors by the June 25th deadline in order to allow for (a) monitoring and reporting, (b) tracking actual against original budgets, and (c) documenting official award records.

Please note: Subcontractors must be reported in FederalReporting.gov, the reporting site for the Office of Management and Budget (OMB). For more on Reporting, see the dedicated section later in this document.

Summary of Limitations on Use of Funds

	State	**Formula-eligible unit of local government and Formula-eligible Indian tribe**	**Formula-ineligible unit of local government and Formula-ineligible Indian tribe**
Limit on administrative expenses including the cost of the reporting requirements	Not more than 10% of the amounts provided to the State	Not more than the greater of a. 10% of the amount provided to the eligible unit of local gov't (or eligible Tribe); or b. $75,000	None
Limit on the amount for establishing a revolving loan fund	None	Not more than the greater of a. 20% of the amount provided to the eligible unit of local gov't (or eligible Tribe); or b. $250,000	None
Amount required to be provided as subgrants to formula-ineligible units of local government	Not less than 60% of the amount provided to the State (subgrantees must be within the jurisdiction of the State)	None	None

APPEALS

The Department of Energy established an EECBG appeals process. Any unit of local government determined to be ineligible to receive a direct formula grant under the EECBG Program based upon eligibility criteria established by DOE (74 FR 17461) was eligible to file an appeal where it had been denied eligibility based upon

(1) a determination that it [was] incapable of carrying out activities set forth in Title V, Subtitle E of EISA;
(2) an adjustment to its population as the result of a determination that another entity that is located within its borders is capable of carrying out activities set forth in Title V, Subtitle E of EISA; or
(3) 2007 Census data that was corrected by the U.S. Census Bureau, but in which case the correction was not reflected in the Department's determination of eligibility.

Except as specified above, a denial of eligibility for the EECBG Program for failure to meet required population thresholds as based upon 2007 U.S. Census estimate data was not appealable.

The deadline for filing appeals regarding eligibility determinations for direct formula grants for units of local government under the EECBG Program was July 24, 2009. These appeals were reviewed and adjudicated by DOE's Office of Hearings and Appeals (OHA), and decisions were issued from July 23, 2009 through September 15, 2009. The issues that could be appealed, the process for filing an appeal, and the applicable procedures were set forth in notices published on June 24, 2009 in the *Federal Register* (74 FR 30061). All case decisions (granted and denied) can be downloaded at http://www.oha.doe.gov/EECBG/report.asp.

TECHNICAL ASSISTANCE

To provide grantees the tools, resources, and assistance needed to implement successful and sustainable clean energy programs, DOE has established the EECBG and State Energy Program (SEP) Recovery Act Technical Assistance Program. This effort will be critical to accelerating costing and improving the performance and sustainability of EECBG and SEP projects and programs. Grantees can access project resources and request direct technical assistance through WIP's online portal, the Solution Center, at http://wip.energy.gov/solutioncenter.

This site hosts a wide range of best practices, project resources, and webinars, as well as a project map and events calendar. Grantees can also use this site to submit a request to receive direct technical assistance, or call 1-877-EERE-TAP (1-877-337-3827) to speak with a customer service representative who can assist them in submitting a request and answer questions regarding the resources available. A network of technical experts will respond to requests and work with grantees to facilitate peer matching, workshops, and trainings. These technical assistance providers include representatives from the National Laboratories and teams of specialists in the fields of financing, performance contracting, program design and implementation, and state and local capacity building. For more information on the types of assistance available, please visit the Technical Assistance Services page of the Solution Center.

REPORTING

All EECBG grantees are required to report certain metrics describing execution of their project activities to the Office of Management and Budget (OMB) and DOE.

Quarterly Reporting to OMB

Prime recipients of Recovery Act funds under the EECBG Program are responsible for reporting the information required by Section 1512 of the Recovery Act to DOE through the OMB website FederalReporting.gov. Prime recipients may delegate certain reporting requirements to sub-recipients. Section 1512 of the Recovery Act establishes reporting requirements for all recipients. Section 1512(c) requires, in part, that recipients of Recovery Act funding submit quarterly reports that address (1) the total amount of Recovery Act funds received from DOE; (2) the amount of Recovery Act funds expended or obligated to projects

or activities; (3) a detailed list of all projects or activities for which Recovery Act funds were expended or obligated; and (4) information on any subcontracts or subgrants awarded by the recipient. Further information regarding reporting of information required by Section 1512 can be found in OMB memoranda M-09-21, M-10-08, M-10-14; and EECBG Program Notices 10-07A and 10-08, the latter of which provides guidance for calculating Jobs Reporting numbers.

Quarterly and Monthly Reporting to DOE

EECBG prime recipients are responsible for meeting program specific quarterly reporting requirements in addition to those required to be entered via the OMB FederalReporting.gov website. Additionally, prime recipients with formula allocations greater than $2 million are responsible for reporting a subset of the quarterly information on a monthly basis. These reports are to be filed directly to DOE via the Performance and Accountability for Grants in Energy (PAGE) system described below and on this webpage. Prime recipients may, at their discretion, delegate the authority for reporting to sub-recipients. Guidance describing the required EECBG specific reporting can be found in EECBG Program Notice 10-07A.

Quarterly reporting — The following information is required quarterly from all recipients for each project activity:

a. Hours worked (funded by both Recovery Act and non-Federal funds attracted in by the Recovery Act)
b. Programmatic metrics: Outlay and obligation of Recovery Act funds, outlay of non-Federal funds attracted in by the Recovery Act, amount of relevant activity completed (e.g., for a solar photovoltaic (PV) project, the number of units installed, and kilowatt (kW) capacity)
c. Critical metrics (as applicable): Energy savings, energy cost savings, renewable energy generation, emissions reductions

Monthly reporting — The following information will be required monthly, and for each activity, from recipients with formula allocations greater than $2 million, beginning with performance data occurring in April 2010 (for which a May 30, 2010 reporting deadline is in effect):

a. Programmatic metrics: Outlay (funds expended) and obligation (funds committed) of Recovery Act funds, amount of relevant activity completed, and additional information as required per activity (e.g., for a solar PV project, the number of units installed, and kW capacity)

Draft reporting guidance for the EECBG Program was published in the *Federal Register* on January 21 (75 FR 3454). DOE invited the public to comment on this draft reporting guidance, with comments due no later than February 4, 2010. DOE evaluated the public comment and revised the reporting requirements as necessary. OMB approved the EECBG guidance requirements on March 4, 2010; this OMB approval expires September 30, 2010.

Formal EECBG guidance on reporting was issued on March 19, 2010. This guidance, EECBG Program Notice 10-07A, is available at http://www1.eere.energy.gov/wip/pdfs/eecbg_arra_reporting_requirements.pdf.

Additional guidance covering the methodology for calculating and then reporting estimates for job creation associated with EECBG funding was issued on March 11, 2010. This guidance, EECBG Program Notice 10-08, is available at http://eere.energy.gov/wip/pdfs/wap10-14_sep10-07_eecbg10-08.pdf.

Performance and Accountability for Grants in Energy (PAGE)

Performance and Accountability for Grants in Energy (PAGE) is the online system (www.page.energy.gov) that provides all EECBG recipients with the ability to electronically submit and manage grant performance and financial information as required by DOE for EECBG specific quarterly and monthly reporting. Training tools to familiarize users with PAGE are readily accessible from the front page of the site, including a weekly webinar series and a number of training videos created to guide recipients through each of the necessary reporting steps.

DOE has developed a "calculator" tool to help recipients estimate critical metrics from a simple list of user-defined inputs. Recipients are not required to utilize the tool to determine critical metrics; the tool is meant only to facilitate determination of critical metrics as necessary. Since January 29, 2010, an updated calculator covering all metric activities has been available for download on the EECBG guidance webpage at this location: http://eere.energy.gov/wip/docs/arra_benefits_reporting_calculator.xls.

The calculator will also be available online as a link from the "metrics wizard" functionality on PAGE.

MONITORING

The Grant Reporting and Analysis Software System (GRASS) is a web-based tool that EECBG Project Officers use to input compliance and monitoring data about grantees. GRASS inputs by Project Officers will be based on information that grantees submit into PAGE and on findings made during onsite monitoring visits.

GRASS was developed to provide standardized, quantifiable reports of monitoring progress and, thus, to enable senior management to better understand grantee performance.

Desktop monitoring is performed by the DOE Project Officer using checklists and materials submitted by the grantee to PAGE for required reporting. During onsite monitoring, DOE staff will meet with grantee personnel. Worksite monitoring occurs in the field at sites of activity implementation. The matrix below contains information regarding the frequency of monitoring organized by grantee award size and type of monitoring:

Type of Monitoring	EECBG > $2M	EECBG $1M - $2M	EECBG $250K - $1M	EECBG <$250K
Desktop	monthly	quarterly	quarterly	quarterly
Onsite	1-2/year	1/grant life	1/grant life for 25% of the grants	1/grant life for 10% of the grants
Worksite	As needed	As needed	As needed	As needed

SPECIAL ARRA PROVISIONS AND THEIR APPLICATION TO EECBG

Buy American

Important information about section 1605 of Title XVI of the Recovery Act (the Buy American provision) is available on a dedicated section of the website of DOE's Office of Energy Efficiency and Renewable Energy (EERE): http://www1.eere.energy.gov/recovery/buy_american_provision.html. This section will be updated regularly with new documents pertaining to the Buy American provision (e.g., Frequently Asked Questions (FAQs), formal guidance, and waivers).

The Recovery Act Buy American provision provides that, subject to three listed exceptions, none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the final manufacturing occurs in the United States (see 2 CFR 176.70(a)(2)(ii)).

Grantees are accountable for ensuring that the Buy American requirements are met, and thus should include the requirements in all Requests for Proposals (RFPs) and contracts. Grantees are encouraged to ask contractors to verify their compliance with the Recovery Act Buy American provision, and contractors can solicit evidence of compliance from domestic manufacturers in cases of uncertainty. Additional guidance on documenting compliance with the Buy American provision is forthcoming, and will be available on the EERE Buy American website.

Grantees may request a waiver of the Buy American provision for a specific product or project if they feel that one of the three listed exemptions applies.

The three exceptions are:

1. That applying the Buy American Recovery Act provision would be inconsistent with the public interest ("Public Interest");
2. That the iron, steel and relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality ("Nonavailability");
3. That the inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent ("Unreasonable Cost").

Requests for waivers should be submitted to the DOE award official, who is the Project Officer assigned to the award in the Award Assistance Agreement. The Project Officer or Contracting Officer will work with the Buy American coordinator at DOE Headquarters to determine whether to recommend approval of a waiver request to the Assistant Secretary of Energy for Energy Efficiency and Renewable Energy.

EERE recognizes that some grantees have encountered difficulties in procuring certain compliant manufactured goods. Therefore, EERE is conducting a thorough, transparent, and expedited process to issue additional guidance to grantees and to identify manufactured goods that may qualify for a determination of inapplicability (a "waiver") of the Buy American provision, based on the nonavailability criterion outlined in 2 CFR 176.80.

EERE is collaborating with a diversity of domestic manufacturing stakeholders in implementing our plan to scour the domestic manufacturing landscape in search of producers before making any nonavailability determinations. EERE has developed a process to catalogue and disseminate the technical specifications for the manufactured goods being submitted for nonavailability waiver considerations, in order to quickly and systematically ascertain whether or not there is domestic manufacturing capacity for these items.

Waiver request instructions are outlined in Section 1605 of the Recovery Act and 2 CFR 176.140(c) and 176.160(c), and summarized beginning on page three of the document entitled "Guidance on the Buy American Provisions as Applied to EERE Projects funded by ARRA," available at http://www1.eere.energy.gov/recovery/pdfs/eere_program_guidance_buy_american.pdf. Please submit waiver requests through the Project Officer to the EERE Buy American coordinator.

Please be advised that fillable templates for waiver requests are currently being developed and will be available soon on the EERE Buy American webpage.

All waivers of the Recovery Act Buy American provision will be published in the *Federal Register* within two weeks of issuance and posted on the EERE Buy American webpage. EERE has thus far issued two waivers, which can be accessed at http://www1.eere.energy.gov/recovery/buy_american_provision.html.

International Agreements — The obligation to ensure consistency with international agreements applies only to projects with an estimated value of $7,804,000 or above. In addition, many States and Sub-Federal Entities have specific exclusions from certain Agreements (see Appendix Subpart B of 2 CFR 176; http://edocket.access.gpo.gov/2009/pdf/E9-9073.pdf).

For cities, municipalities, counties, and Indian tribes, Canada is the only country with access to EECBG projects above the $7.8 million threshold, the ARRA Buy American provision notwithstanding; this is the result of a recent negotiation between Canada and the Office of the U.S. Trade Representative that went into effect on February 16, 2010. No other international trade agreements (including NAFTA and CAFTA) cover local government procurement.

DOE cannot interpret obligations under international trade agreements for sub-federal entities.

Supply Items — In late April and early May 2009, a series of DOE responses posted on the EECBG formula FOA FedConnect Q&A database interpreted three categories of manufactured goods (fluorescent lighting ballasts, LED lighting, and HVAC units) to be "supply items," and thus not subject to the ARRA Buy American provision. DOE has subsequently concluded that the use of the "supply item" analysis is not determinative of whether or not the Recovery Act Buy American provision applies.

To clarify the Buy American regulatory landscape and resolve the confusion surrounding the "supply item" interpretation, on May 19, 2010 EERE issued a nationwide limited public interest waiver of the Buy American requirements for the purchase of LED lighting (lamps, fixtures, and any supporting components) and heating, ventilation and air conditioning (HVAC) units. This limited waiver applies only in circumstances where the grantee has taken substantial steps to commit funds for the purchase of LED lights or HVAC units between February 17, 2009 and March 31, 2010.

On March 31, 2010, this nationwide limited waiver of the Recovery Act Buy American provision expired, with the exception of LED traffic lights, arrows, and crosswalk signals, which are covered by a nationwide categorical waiver based on domestic nonavailability. Hence, after March 31, 2010, EERE grantees are once again required to procure LED lighting and HVAC units from domestic manufacturers in accordance with the Recovery Act Buy American provision.

For further information on the Buy American provision, please contact the project officer responsible for the project, who will then communicate with the EERE Buy American coordinator. Also, please check the EERE Buy American webpage frequently.

Davis-Bacon Act (DBA)

"Guidance on Implementation of the Davis-Bacon Act Prevailing Wage Requirements for Energy Efficiency Conservation Block Grant Recipients Under the American Recovery and Reinvestment Act of 2009" was issued on December 17, 2009, and amended on April 12, 2010. EECBG Program Notice 10-004A is available at

http://eere.energy.gov/wip/pdfs/eecbg_program_guidance_dba_121709_10-004_revised_april_2010.pdf.

The Davis-Bacon Act (DBA) is applicable to contracts of the United States in excess of $2,000 for the construction, alteration, and/or repair (including painting and decorating) of public buildings or public works, but not routine maintenance.

The DBA requires all contractors and subcontractors to pay laborers and mechanics employed on a covered contract wages and fringe benefits determined by the Secretary of Labor to be prevailing for corresponding classes of employees engaged on similar projects in the locality. In numerous additional laws, Congress has specifically required adherence to DBA prevailing wage requirements where they might not otherwise be applicable — such as it did under the Recovery Act.

The DBA applies to all contractors and subcontractors that employ laborers and/or mechanics performing work under an EECBG Grant Award. Section 1606 of the Recovery Act specifically requires that all laborers and mechanics employed by contractors and subcontractors on any project "funded directly by or assisted in whole or in part by" Recovery Act funds be paid prevailing wages as determined by the Secretary of Labor. Thus, contractors and subcontractors must ensure that any laborers and mechanics employed on projects funded or assisted in whole or in part by Recovery Act funds are paid prevailing wages as determined by the Secretary of Labor for construction, alteration, and/or repair (including painting and decorating).

All recipients (who directly receive a grant), grantees, and subgrantees, with the exception of State and local governments that use their own employees to perform this work, must also pay their own employees performing the work of laborers and mechanics the DBA prevailing wage rate. If the entity receiving Recovery Act assistance for such projects contracts out the work, it must ensure that the DBA requirements flow down to the entities that employ the laborers and mechanics to do the work. DBA requirements do not apply to U.S. Territories. Tribal governments are exempt from DBA requirements only when the Tribal government performs work using its employees.

Grantees/subgrantees and contractors/subcontractors must attach the applicable wage determinations to the solicitation, assistance agreement, and resulting contract or grant. A grantee or subgrantee and contractors/subcontractors contracting out work on a covered project must also attach the applicable wage determination(s) to the solicitation and resulting contract or grant.[3]

If an ongoing construction project that was awarded prior to the Recovery Act or that was not assisted or funded in whole or part by Recovery Act funds later receives Recovery Act funding, the Contracting Officer will insert the appropriate wage determination(s) in relevant contracts and federal assistance agreements effective as of the date the Recovery Act funding is approved for use on the project.

If county grantees in any State do not have published Department of Labor (DOL) wage rates, then the county must submit a request for conformance to the DOL. The conformance

[3] This paragraph reflects the amendment to the 2010 EECBG Program Guidance (10-004A).

process often takes up to six weeks to be completed, so entities should plan its project activities accordingly.

Wage rates are minimum requirements; employers may pay higher wages and benefits.

Contractors/subcontractors and grantees/subgrantees of a Recovery Act-funded EECBG program grant must maintain payrolls and basic records during the course of the work and for a period of at least 3 years following the completion of a project. Even though DOL regulations state the records are to be kept for 3 years from the end of the contract/subgrant, EECBG grant award terms tell the recipient to follow 10 CFR 600.242 (by reference), which requires the recipient to maintain all supporting documentation for 3 years after the submission of the final cost report, which is usually 90 days after the end of the grant project period. If a contract/subgrant falls within the overall grant agreement project period, the recipient would need to maintain the payroll records for the potentially longer period of the Grant award and not just 3 years after the contract/subgrant ended.

Contractors/subcontractors and grantees/subgrantees of a Recovery Act-funded EECBG program grant must also ensure that all laborers and mechanics on such a project are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency, beginning with the first week of the project. In addition, they must post DOL's DBA wage determination and poster at the jobsite. For EECBG project records, the recipient maintains the records on behalf of DOE.

Payroll records are subject to audit by the DOL and the DOE. Failure to prove compliance may subject the contractor to debarment from all government contracts for up to three years.

DOE retains the authority to investigate, monitor, and enforce DBA requirements. DOE must report semi-annually to DOL regarding dollar value of awards/contracts, number of investigations, number of complaints, results of the investigations, and any back pay owed to laborers and mechanics.

DOL General Wage Determinations can be found at www.dol.gov.

For Project Wage Determinations, DOE will utilize DOL Form SF-308.

A copy of the DBA Poster is available at
http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Responses to Frequently Asked Questions related to DBA requirements are in the WIP FAQ database and may be search for at
http://www1.eere.energy.gov/eere_faq/default.aspx?pid=10&spid=1.

Guidance on Davis-Bacon Act for Individual Homeowners

DOL has determined that DBA requirements do not apply to individual homeowners who participate in or benefit from the following Recovery Act-funded programs: (1) the Appliance Rebate Program which is separate from EECBG and under which participating homeowners receive rebates for the purchase of residential Energy Star products; (2) EECBG consumer rebate programs under which States or units of local government (ULG)

provide rebates directly to individual homeowners who have expended funds for qualifying construction activities associated with energy efficiency improvements to their own homes; (3) EECBG grant programs under which States and ULG establish ARRA-funded small grants that serve as "up front" funding for energy efficiency and renewable energy projects by individual homeowners for their homes; and (4) EECBG energy improvement financing programs that consist of providing direct loans to individual homeowners for energy efficiency and renewable energy projects for their homes.

EECBG Consumer Rebates — EECBG-funded programs established by States or ULG for energy efficiency and/or renewable energy improvements may include consumer rebate programs that directly benefit individual homeowners. Under these programs, DOE provides grants to States or ULG that in turn provide rebates directly to individual homeowners who may have expended funds for qualifying construction activities associated with energy efficiency and/or renewable energy improvements to their homes. Based upon DOL guidance, DBA requirements do not apply to individual homeowners who receive rebates through such EECBG-funded programs.

EECBG Grant Programs for Individual Homeowners — EECBG grant programs provide "up-front" funding for energy efficiency and/or renewable energy projects by individual homeowners for their homes. As part of a project, an individual homeowner may hire a contractor to perform any necessary construction work to complete the project. No repayment to the entity providing the grant would be required under these programs. Based upon DOL guidance, DBA requirements do not apply to individual homeowners who receive grants under such EECBG programs.

EECBG Financing Programs for Individual Homeowners — EECBG energy improvement financing programs involve States and ULG providing ARRA funds for funding in the form of loans to individual homeowners for energy efficiency and renewable energy projects. As part of a project, an individual homeowner may hire a contractor to perform any necessary construction work to complete the project. Based upon DOL guidance, DBA requirements do not apply to individual homeowners who receive loans under such EECBG financing programs.

ADDITIONAL PROGRAM GUIDANCE FOR EECBG

Revolving Loan Funds under EECBG

Formal EECBG guidance on this and related topics, with attention to the use of EECBG funds for loan loss reserves, was issued in revised form on April 20, 2010 as EECBG Program Notice 09-002.

Eligibility of revolving loan funds — A revolving loan fund is an eligible use of funds under the EECBG Program to the extent that the activities supported by the loans are eligible activities under the program. EECBG funds recipients must comply with statutory law regarding revolving loan funds. 42 U.S.C. 17155 (b)(3)(B) mandates a limitation on the use of funds for the establishment (i.e., the capitalization) of revolving loan funds by formula-eligible units of local governments and formula-eligible tribes equal to the greater of 20 percent of the recipient's allocation or $250,000. Funds used for administrative costs to set up

a RLF are not subject to this restriction, but are subject to the general limitations established by statute on administrative costs.

Leveraging Funds under the EECBG: Purpose and Type of Leveraging under EECBG — State arrangements for leveraging additional public and private sector funds, including rebates, grants, and other incentives, must be arranged to ensure that federal funds go to support eligible activities listed in 42 USC 17154(3)-(13). The leveraging of funds may be accomplished through mechanisms such as partnerships with third party lenders, co-lending, third-party administration of loans, and loan loss reserves.

Loan Loss Reserves under the EECBG — Energy Efficiency and Conservation Block Grant Program funds can be used for a loan loss reserve to support loans made with private and public funds and to support a sale of loans made by a grantee or third-party lenders into a secondary market, subject to the following conditions. In order to ensure that a use of EECBG funds to leverage additional public and private sector funds furthers the stated purposes of the EECBG Program, the activities supported by the leveraged funds are limited to those activities specifically listed as eligible activities in the EECBG statute. Additionally, a grantee must ensure that the following conditions are met:

a) a grantee shall have the right to review and monitor loans provided by third party lenders to ensure that loans are being made to support eligible activities listed in 42 USC 17154(3)-(13);
b) a grantee establishing a loan loss reserve has no legal or financial obligation beyond the funds committed to the reserve and is not subject to further recourse in the event losses exceed the amount of the reserve;
c) any EECBG funds used to establish a loan loss reserve not used in connection with loan losses paid to third party lenders or secondary market investors must be used by or at the direction of the grantee and for an eligible use under the EECBG Program, including capitalization of a revolving loan fund; and
d) under no circumstances shall EECBG funds be released to a third party lender or secondary market investor for any purpose not pertaining to loan losses.

Finally, a grantee cannot use more than 50 percent of its EECBG funds for a loan loss reserve.

Interest Rate Buy-Downs — EECBG funds can be used for interest rate buy-downs subject to the conditions identified in this section. An interest rate buy-down is when one party (e.g., grantee) provides a lump-sum payment based on the net present value of the difference between a target return to the lender or loan investor and the borrower's interest rate. This has two primary purposes: (1) increase project affordability and demand by reducing monthly payments and (2) maintaining or increasing lender / investor interest in making loans by yielding higher returns.

In order to ensure that a use of EECBG funds for interest rate buy-downs furthers the stated purposes of EECBG, the loans supported by the interest rate buy-downs must be for the purchase and installation of energy efficiency and renewable energy measures consistent with the EECBG regulations.

Third Party Loan Insurance — EECBG funds can be used for the purchase of third party loan insurance subject to the conditions identified in this section. Third party loan Insurance is a financial arrangement whereby a third party bears some portion (or all) of a loss on a specific portfolio. This typically takes the form of a lender or investor purchasing an insurance policy from a third party against losses on a portfolio of loans up to a fixed percentage (the stop loss) of the sum of all the original loan amounts. The maximum insurance payout is determined by the value of the portfolio and not the value of individual loans.

In order to ensure that a use of EECBG funds for third party loan insurance furthers the stated purposes of EECBG, the loans supported by the third party loan insurance must be for the purchase and installation of energy efficiency and renewable energy measures consistent with the EECBG regulations.

Obligation & Drawing Down of Funds — Loan Capital: Program monies being used for a loan fund are considered obligated by the recipient once they have been used to capitalize a loan fund. A loan fund may be capitalized in any of the following circumstances:

a) Receipt of a loan application from potential borrowers
b) State or local requirements (regulatory, statutory, or constitutional) dictate
c) The distribution account is operated by a third party

Funds may be drawn down at the time the fund is capitalized. If a recipient requires an earlier draw down under requirements "b" and "c" listed above, they should document the relevant requirement and provide that documentation to their Project Officer.
Funds are considered expended when the revolving loan fund has loaned to specific borrowers for an amount equal to or greater than the program monies that initially capitalized the fund.

Loan loss reserve funds are considered expended when they are committed as a credit enhancement to support a loan or portfolio of qualifying loans under the EECBG guidelines. For loan loss reserves supporting a revolving loan fund operated under the grantee, loan loss reserve funds are considered committed by sending a letter to the project officer indicating the establishment of the loan loss reserve. For loan loss reserves supporting third party loans, loan loss reserve funds are considered committed when the grantee enters into a signed agreement with the third party.

Loan Defaults — Grantees are not required by DOE to replenish or replace any amounts which were lost to loan default. Loans involve risk by their very nature, so loss due to default of a borrower is an anticipated and allowable cost under an EECBG grant.

Federal Character of Revolving Loan Funds — Generally, federal funds used to capitalize a revolving loan fund maintain their federal character in perpetuity. As a result, federal requirements that apply to the funds such as NEPA and the National Historic Preservation Act would be applicable at each revolution of the loan fund. Federal requirements that apply to Recovery Act funds, such as the Davis-Bacon Act requirements, Buy-American requirements, and Recovery Act reporting requirements would be applicable at each revolution of a loan fund that was funded through the Recovery Act.

The applicability of these federal requirements need not cause difficulty in administering a revolving loan fund program. DOE has previously provided guidance on streamlining

compliance with NEPA and the National Historic Preservation Act. The templates that DOE has provided to States to obtain categorical exclusions under NEPA for sub-grant programs could also be applied to revolving loan funds program. DOE has worked with the Advisory Council on Historic Preservation to provide States with programmatic agreements in order to streamline compliance with the National Historic Preservation Act requirements. Individual homeowners receiving loans under a revolving loan fund program would not be required to comply with the Davis-Bacon Act. Similarly, the Buy American requirements apply to "public buildings" and "public works" and thus would not be applicable to projects performed on individual homes.

The continuing federal character of the funds means that if the grantee decides to end a revolving loan fund program or loan loss reserve program, any remaining funds would need to be used by the grantee for an eligible purpose or otherwise returned to DOE.

Program Income — All program income (including interest earned) paid to grantees is subject to the terms and conditions of the original grant.

Historic Preservation

Formal EECBG guidance on the Historic Preservation requirements attached to EECBG projects provision was issued on February 11, 2010. This guidance, EECBG Program Notice 10-006, is available at http://eere.energy.gov/wip/pdfs/historic_preservation_program_guidance.pdf.

Additional information on this topic is available on the WIP website at http://eere.energy.gov/wip/historic_preservation.html.

Any property 45-50 years or older (depending on the state) and possessing "historical significance" will require review in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA).

DOE, in coordination with the Advisory Council on Historic Preservation (ACHP) and the National Conference of State Historic Preservation Officers (NCSHPO), has developed a prototype Programmatic Agreement to address its historic preservation requirements for DOE's State Energy Program (SEP), Weatherization Assistance Program (WAP) and the EECBG Program. On February 5, 2010, ACHP released to the States a prototype Programmatic Agreement for execution by DOE, individual State Historic Preservation Officers (SHPOs) and Tribal Historic Preservation Officers (THPO), and the State Energy Offices (SEOs) to address the historic preservation consultation requirement. This approach allows flexibility between the States while recognizing that many States have already instituted effective consultation protocols that can be applied to DOE's programs. There will only be one agreement executed in each state or territory. The agreement will be signed by the SHPO and the State Energy Office and will cover all grantees and subgrantees within the state/territory. This limits the number of agreements that must be negotiated and submitted to DOE. This also means that the SEO representative should consult with the other grantees in their state to make sure that the agreement is consistent with the expectations of the various programs and recipients.

Through the prototype Programmatic Agreement, DOE has taken a categorical approach to activities to streamline reviews and reduce the heavy burden placed on SHPOs and to expedite the obligation of Recovery Act funds. Further, this approach will apply to counties, municipalities, and other local governments through DOE's financial assistance awards to ensure comprehensive coverage of DOE's program recipients. This prototype Programmatic Agreement also recognizes the sovereignty of Tribal governments while allowing them the option to participate in this comprehensive approach.

As long as the grantee adheres to a scope of work in conformance with an executed Programmatic Agreement, the grantee need not perform any further Section 106 review. Each agreement will contain a list of undertakings with no adverse effect on the property. Under normal circumstances, most work performed inside a home or building will have no impact on the historical significance of a property and should be able to proceed with no review required by the SHPO or THPO. However, when the services will alter the visual exterior of the building or severely impact the interior craftsmanship of the property, SHPO or THPO review will still be required.

DOE is prepared to enter into Programmatic Agreements upon execution of the Programmatic Agreement by the SHPOs and State Energy Offices. Project Officers will notify grantees when their state has signed a Programmatic Agreement. Once in place, a Programmatic Agreement will serve to exempt many activities from Section 106.

DOE will schedule teleconferences with the States to clarify DOE's approach to historic preservation consultation and answer any questions. In the interim, inquiries related to historic preservation may be emailed to historicpreservation@go.doe.gov.

A grantee is always at liberty to immediately begin an individual consultation with its SHPO to get approval from that SHPO for proposed activity. SHPO contact information is available at http://www.ncshpo.org/find/index.htm. If the grantee has determined that an activity would not adversely affect the historic property and submits documentation to a SHPO and the SHPO does not respond within 30 days, that constitutes approval. If a grantee does receive a letter from the SHPO within the thirty-day period, it may not, depending on the contents of that communication, be permitted to start work.

If the grantee determines that the activity would adversely affect the historic property then, work cannot proceed regardless of whether a SHPO has responded. Grantees or subgrantees need to retain documentation of their receipt of approval from their SHPO or THPO. Grantees or subgrantees shall make the documentation available to DOE only on upon DOE's request.

National Environmental Policy Act (NEPA)

Formal EECBG guidance on this topic was issued on December 17, 2009. This guidance, EECBG Program Notice 10-003, is available at http://eere.energy.gov/wip/pdfs/nepa_program_guidance_notice_10-003.pdf.

Once DOE determines the type of NEPA review that it must conduct for a particular proposed action, DOE will notify the applicant of its NEPA determination (e.g., a CX

determination or an EA determination). For many applicants, the key to assisting DOE with completing NEPA review of its proposed projects will be to provide adequate information for DOE to make a CX determination. To this end, DOE has created certain tools for expediting NEPA review of "CX'able" projects; the tools are discussed below.

When DOE has not completed the NEPA review process, DOE typically places a NEPA "condition" (also known as a "prohibition") on an Activity or some types of projects within an Activity. The condition prohibits the grantee from spending EECBG funds on the Activity or projects for which NEPA review is incomplete.

Awards may identify "exemptions" (sometimes known as "exceptions") to a NEPA condition. These exemptions are projects for which DOE has completed NEPA review. Grantees can spend EECBG funds on these projects.

In some circumstances, DOE may conclude that it cannot make NEPA determinations for any projects in an Activity. In that case, the grantee cannot use EECBG funds for any projects until the grantee provides more information.

To expedite NEPA review, particularly for those projects that qualify for CX determinations, DOE has created certain tools. For example, in October 2009, DOE provided a NEPA Template to the States. A State may use the Template to help expedite NEPA review of certain EECBG subgrants that States plan to award to eligible units of local governments (subrecipients) under Sections 544 and 545(c) of EISA (42 USC 17154 and 17155(c)). Under this approach, the State will provide information to DOE regarding the projects allowable under its subgrant program. If the subgrant program meets the criteria and conditions described in the Template, DOE will make a CX determination for the entire program, as appropriate. If DOE determines that a CX determination is appropriate for an entire proposed program, individual projects within that program will not be subject to further NEPA review. Attachment B to this Program Notice contains an unexecuted, updated version of the NEPA Template.

DOE has also developed a Statement of Work (SOW) that units of local government can utilize to provide assurance that they will fund only projects that fall within certain bounded categories and are consistent with certain prescribed limitations. On the basis of such assurance, DOE may apply one or more CXs to the award for all projects in a particular activity. Attachment C contains an unexecuted SOW.

This said, not all projects are suitable for CX determinations. In cases where the proposed project may have a significant impact on the human environment, DOE will prepare an Environmental Impact Statement (EIS). If DOE is unsure whether a proposed action will have significant impacts, it may conduct a briefer environmental assessment (EA) to determine if significant impacts would occur. Preparing EAs and EISs can take from a few months to more than a year and can be costly. If the applicant's proposed project requires an EA or EIS, the NCO will work with the applicant to identify the information about environmental impacts that the applicant must provide, the manner in which DOE will engage the public, and the appropriate role of contractors in assisting with the documents.

Waste Stream Guidance

Formal EECBG guidance on this topic was issued February 22, 2010. However, the ensuing discussion in this Summary Guidance updates and clarifies the February 22, 2010, guidance.

DOE does not require applicants to submit a plan for waste management with applications for EECBG funding. The applicant must produce its plan for waste management on DOE's request during project monitoring, audit or other oversight process.

Timing for Obtaining Waste Management Plans —There has been some confusion about the stage of a project at which an applicant must prepare or require a subrecipient to prepare a plan for waste management. The applicant must prepare or require a subrecipient prepare a plan for waste management before the project generates waste. The applicant and/or project proponent can begin to use EECBG funds for a project before addressing waste management as long as the project has not yet begun to generate waste and DOE has completed NEPA review for the project.

Format and Content of Waste Management Plans — DOE does not require a plan for waste management to follow any particular format. Where a State or local permit, or other required document, will provide waste management information, that permit and its supporting documentation are adequate to constitute a waste management plan for a particular project. However, where there is no existing requirement to document how project proponents will address waste management, then DOE requires that the waste management plan contain the following information:

> (i) Type(s) and estimated volume(s) of waste that the project proponent anticipates will be generated; and
>
> (ii) The disposal path for each waste stream (e.g., landfill disposal, recycling, reuse).

States and local units of government that use the Template or SOW respectively can satisfy the Waste Stream Conditions clause of those documents by assuring that the States, local units or sub-recipients will prepare a plan or strategy for waste management that satisfies State or local waste management requirements or contain the minimum information identified above.

In effect, DOE's requirements for what waste management plans must contain are not onerous. Elaborate planning documents need not be submitted. Rather, DOE requires basic evidence that project proponents are complying with State and local law.

Projects that Do Not Require Waste Management Plans — waste management plans are not required for projects that do not generate waste (e.g., hiring a consultant, conducting an energy audit).

Required Period for State to Provide Subgrants

Formal EECBG guidance on this topic was issued March 09, 2010. This guidance, EECBG Program Notice 10-009, is available at http://www1.eere.energy.gov/wip/pdfs/eecbg_10-009_subgrants_program_guidance.pdf.

A State that receives a grant under the EECBG Program must use not less than 60 percent of the amount received to provide subgrants to units of local government in the State that are ineligible units of local governments.

The subgrants for ineligible units of local government must be provided within 180 days after the date DOE approves the State's energy efficiency and conservation strategy, i.e., 180 days after the Contracting Officer signs the award.

The 180-day period applies to all subgrants made to ineligible units of local government. For example, if a State uses 80 percent of its EECBG grant to provide subgrants to ineligible units of local government, the State must provide all of those subgrants within 180 days.

A subgrant is considered to be provided to an ineligible unit of local government grant at the time the State has obligated, or otherwise similarly committed, the funds to the ineligible unit of local government.

The 180-day period begins when DOE has approved a State's energy efficiency and conservation strategy, i.e., the date on which the Contracting Officer signed the award.

However, DOE interprets this period to exclude any period of time in which DOE is reviewing substantially complete information necessary to remove a DOE condition that applies to the funding for the subgrants. For example, if a State is providing the required subgrants through a request for proposals (RFP) and the Federal funding for the projects under the RFP is subject to a NEPA condition, the period of time during which DOE is reviewing the information provided by the State that is necessary to remove the NEPA condition does not count towards the 180-day period.

If a State is unable to meet the 180-day deadline for providing subgrants to ineligible units of local government, the State must submit to the Project Officer for approval by DOE an action plan that identifies specific activities and responsible parties to allow for providing the subgrants as expeditiously as possible.

DOE may approve the action plan and provide additional time for the State to provide the required subgrants. Additional time provided, if any, will be dependent on the circumstances of the State. In most instances DOE will seek to limit extensions to between 15 and 60 days.

Agency Waiver for Budget Changes under section 10 CFR 600.230

Recipients no longer need to request Contracting Officer approval for budget revisions for transfer of funds among direct cost categories unless there is a change in activities or project scope. If a grantee zeros out an activity, this is considered a scope change. This waiver is currently set to expire December 31, 2010

LEGAL HOTLINE FOR RECOVERY ACT QUESTIONS

The DOE General Counsel's (GC) office operates an email hotline for legal questions related to the 2009 American Recovery and Reinvestment Act, including the EECBG program. State, county, municipal, and tribal government representatives are welcome to email their legal questions to GChotline@hq.doe.gov.

Questions will be fielded to the appropriate GC attorney or program contact. Responses will be emailed as quickly as possible to the questioner. Our attorneys can expedite a response to your question if you include any or all of the following information in your email:

- Name of the project
- Grant or procurement number
- Program under which you are receiving the grant
- Your contracting officer's first and last name

You can see all responses to these frequently asked questions (FAQs) on the GCHotline FAQ Web pages.

***

This guidance is intended to provide grantees with an overview of important aspects of DOE's EECBG Program for implementation. As the EECBG Program continues to progress, DOE may determine that this guidance should be updated or revised or that additional guidance should be prepared.

Claire Broido Johnson

Claire Broido Johnson
Acting Program Manager
Weatherization and Intergovernmental Program
Energy Efficiency and Renewable Energy

ATTACHMENT A: GUIDANCE MATRIX

CONDITIONS WHERE GUIDANCE MAY APPLY

ACTIVITIES	NEPA	Davis Bacon	Buy America	Financing	Reporting	Historic Preservation	Waste Stream Guidance	Contracting Officer Approval of Sub-Grants and Loans
Government Building Retrofits	Yes	Yes	Yes	Depends	Yes	Yes	Yes	Depends
Commercial/Residential Building Retrofits	Yes	Yes	Yes	Depends	Yes	Yes	Yes	Depends
LED Street/Traffic Lighting	No	Yes	Yes	No	Yes	Depends	Yes	Depends
Deploying Solar Systems on Public Buildings	Yes	Yes	Yes	Depends	Yes	Yes	Yes	Depends
Offer Rebates/Incentives to Public and Businesses	No	Depends	Depends	Depends	Yes	Depends	Depends	Depends
Implementation of Revolving Loan Fund	Yes	Yes	Yes	Yes	Yes	Depends	Depends	Depends
Other Financing Programs (e.g., Commercial Energy loans through Community Banks, and/or PACE program)	No	Yes	Yes	Yes	Yes	Depends	Depends	Depends
Energy Conservation/Efficiency Education Campaigns	No	No	No	No	Yes	No	No	Depends

LEGEND

STOP AND READ GUIDANCE	GUIDANCE MAY APPLY	GUIDANCE UNLIKELY TO APPLY

*Please note that the list of Activities above is not exhaustive. Other Activies are permissable under the EECBG Program. This select list of Activities and conditions where guidance may apply was created for illustrative purposes only.

ATTACHMENT B: NEPA TEMPLATE

Template for Expedited NEPA Review of Certain Energy Efficiency and Conservation Block Grant (EECBG) Sub-grants

Purpose: This document provides an optional approach that a State may use to help the Department of Energy (DOE) expedite National Environmental Policy Act (NEPA) review of certain Energy Efficiency and Conservation Block Grants (EECBG) sub-grants that States plan to award to eligible units of local governments (Sub-recipients) under Sections 544 and 545(c) of the Energy Information and Security Act of 2007 (EISA 2007). Under this approach, the State will provide information to DOE regarding their sub-grants. If those sub-grants meet the criteria and conditions described below, DOE intends to categorically exclude them from further NEPA review.

Understanding the Template

EISA 2007 requires a State to award at least 60 percent of its EECBG funds in block grants to Sub-recipients, which are political subdivisions within the State that are ineligible for direct formula grants from DOE. Thus, the States would receive funding from DOE through a *grant* and then award 60 percent of those funds through *sub-grants* to *Sub-recipients* for Projects that EISA 2007 establishes are eligible for funding. *See* EISA 2007 §§ 545(c)(1), 544. Each State identifies the type of activities ("Projects") that it intends to fund through Requests for Proposals (RFPs) from Sub-recipients.

To facilitate NEPA review of sub-grants, DOE is providing the Template, which describes: (a) the categories of Projects that DOE has found often fit within its existing Categorical Exclusions (CXs); and (b) the conditions by which those Projects would qualify for a CX.

To take advantage of the Template, Projects that the State proposes to fund under a particular RFP for sub-grants must fall into at least one of the categories listed in Part I of the Template. For organizational purposes, the Part I categories track some of the eligibility categories in the EECBG statutory provisions (s*ee* EISA 2007 § 544(1) – (13)); however, the Part I categories are narrower. If the State limits its request for grants to Projects listed in Part I, and certifies that each Project meets the conditions set forth in Part II, DOE intends to apply CX(s) to all Projects identified in the RFP. The State will also not have to submit each of those Projects to DOE for a subsequent, more detailed NEPA review. DOE's CXs are listed at 10 C.F.R. Part 1021, Subpart D, Appendices A and B.

If DOE determines that some or all of the proposed Projects may require an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), then the State must submit sub-grant proposals for each of those Projects to DOE for detailed NEPA review.

Important Considerations

- Using the Template is optional. In providing the Template, DOE in no way intends to discourage States from opting to award sub-grants to Projects not suitable for CXs. A State can use the Template for an appropriate RFP and then, on a separate page of the Project Activity sheet, submit RFPs for Projects that may have a significant impact on the environment. Sub-grants for the Projects in that category will require NEPA review (and an EA or EIS) based on specific information about a particular Project.

- There may be instances where a State plans to award sub-grants for Projects that do not fall into one of the Part I categories, but nonetheless arguably have no significant impact on the environment such that DOE might issue a CX determination for those Projects based on information in the State's application. In that case, the applicant should describe the Projects and explain why DOE should apply a CX to sub-grants for them, but the State should do so on a separate page or separate section from the Template language. For example, a State may submit an RFP for wind energy systems that produce 40KW per year. Such a Project does not fall into any of the Part I categories because it produces more than 20 KW. *See* Part I(11) below. However, the State may consider the Project physically and functionally the same as a 20 KW Project. In such a case, the State should not amend the Template, for example, by crossing out 20 KW and replacing it with 40 KW. Instead, the State should submit the RFP and explain why such Projects should be categorically excluded.

- The State is responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment or any inconsistency with the "integral elements" from a particular Project. (These "integral elements" are described below in Part II.) *See* 10 C.F.R. 1021 Appendix B. DOE will conduct NEPA review of the sub-grant for each such Project prior to the State awarding it.

- Any CX determination that DOE makes on the basis of the Template and its supporting documentation is a finding that a proposal does not have significant environmental impacts; it is *separate from an eligibility or award determination*.

- Expedited NEPA review based on the Template's language and supporting documents does not preclude DOE from conducting stewardship activities, including post-award audit and oversight of individual Projects, or from exercising any other rights under the EECBG program**.**

TEMPLATE

TEMPLATE

By signing below, [State] provides assurance that it shall *only* award sub-grants under RFP [Y] for Projects that fall within the categories in Part I below and, moreover, are consistent with the limitations prescribed therein. To assist DOE in satisfying its NEPA obligations, [State] provides as attachments to this Project Activity Worksheet: (1) the Request for Proposal for these sub-grants and (2) a completed environmental questionnaire (EF-1).

Part I – Bounded Categories

3. Provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits, provided that:

    - Projects Are Limited To: installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of ENERGY STAR appliances; installation of solar powered appliances with improved efficiency; and replacement of windows and doors.

8. Replacement of traffic signals and street lighting with energy efficient technologies.

9. Development, implementation, and installation on or in any government building of onsite renewable energy technology, provided that:

    - Projects Are Limited To:

        - Solar Electricity/Photovoltaic - appropriately-sized system or unit on existing rooftops and parking shade structures; or a 60 KW system or smaller unit installed on the ground within the boundaries of an existing facility.
        - Wind Turbine - 20 KW or smaller.
        - Solar Thermal - system must be 20 KW or smaller.
        - Solar Thermal Hot Water - such as appropriately sized for small buildings.
        - Ground Source Heat Pump - 5.5-ton capacity or smaller, horizontal/vertical, ground, closed-loop system.
        - Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
        - Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

Part II - Integral Element Requirements and Other Conditions

State [X] shall award sub-grants only for Projects that would not:

(1) Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, including requirements of DOE and/or Executive Orders;

(2) Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators);

(3) Disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; or

(4) Adversely affect environmentally sensitive resources. Environmentally sensitive resources include, but are not limited to:

(i) Property (e.g., sites, buildings, structures, objects) of historic, archeological, or architectural significance designated by Federal, state, or local governments or property eligible for listing on the National Register of Historic Places;

(ii) Federally-listed threatened or endangered species or their habitat (including critical habitat), Federally- proposed or candidate species or their habitat, or state-listed endangered or threatened species or their habitat;

(iii) Wetlands regulated under the Clean Water Act (33 U.S.C. 1344) and floodplains;

(iv) Areas having a special designation such as Federally- and state-designated wilderness areas, national parks, national natural landmarks, wild and scenic rivers, state and Federal wildlife refuges, and marine sanctuaries;

(v) Prime agricultural lands;

(vi) Special sources of water (such as sole-source aquifers, wellhead protection areas, and other water sources that are vital in a region); and

(vii) Tundra, coral reefs, or rain forests.

Waste Stream Conditions

State (X) shall obtain a waste management plan addressing waste generated by a proposed Project prior to the subgrantee generating and disposing of sanitary or hazardous waste. This waste management plan will describe the Sub-recipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. [State] shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit). [State] shall ensure through

specific contract terms that the Sub-recipient complies with all Federal, state and local regulations for waste disposal.

NHPA Conditions

Prior to awarding a sub-grant for a Project, [State] and the Sub-recipient shall comply with Section 106 of the National Historic Preservation Act (NHPA). If applicable, the Sub-recipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO). [State] shall retain sufficient documentation, from the Sub-recipient or other sources, to demonstrate that the Sub-recipient has received required approval(s) from the SHPO or THPO for the Project. [State] shall deem compliance with Section 106 of the NHPA complete only after it has this documentation. [State] shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

Cumulative Impacts, Connected Actions and Extraordinary Circumstances

DOE's CXs are not absolute. CXs do not apply to Projects that involve "extraordinary circumstances," connected actions, or cumulative impacts that may have significant environmental impacts. *See* 10 C.F.R. § 1021.410(b). If DOE grants a CX based on descriptions in the State's RFP for EECBG grants, DOE will base its decision on the lack of such "extraordinary circumstances" and significant impacts. [State] shall review section 1021.410 and must immediately contact DOE if it identifies a Project that may involve "extraordinary circumstances," cumulative impacts or connected actions that could have significant environmental impacts. Typically, DOE will either subject the sub-grant for the Project to NEPA review or the State will elect not to proceed with awarding the sub-grant.

Part III

On the basis of [State's] assurances in this Project Activity Worksheet, DOE intends to apply one or more CXs to the State's sub-grants for all Projects described in the State's RFP. However, because DOE has only recently started employing this approach to categorically excluding sub-grants, there may be unforeseen circumstances that make it inappropriate to apply a CX to a Project(s) that meets all the Part I and Part II requirements. DOE does not waive its discretion to decline to apply a CX for EECBG sub-grants.

By signing below, [State] acknowledges the preceding paragraph, agrees to all conditions in Parts I, II and III, and provides its assurance that all statements in the Project Activity Worksheet and attachments are accurate to the best of its knowledge.

_____

Authorized Signatory [State]

ATTACHMENT C: NEPA STATEMENT OF WORK

Statement of Work FOR [CITY] [COUNTY] OF [_____]

The [City] [County] of [_____] will only fund projects that fall within the bounded categories in Part I below and, moreover, are consistent with the limitations prescribed therein. This SOW applies to Activity #, ____name of activity____.

Part I – Bounded Categories

1. Conducting residential and commercial building energy audits, which includes hiring technical consultants to conduct such audits.

2. Establishment of financial incentive programs for energy efficiency improvements, including establishing Revolving Loan Funds that are limited to the bounded categories within this Statement of Work.

3. Provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits, provided that:

   - Projects Are Limited To: installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of ENERGY STAR appliances; installation of solar powered appliances with improved efficiency; and replacement of windows and doors.

4. Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity, provided that:

   - Projects Are Limited To: design and operation of the programs; identifying the most effective methods for achieving the maximum participation and efficiency rates; public education, measurement and verification protocols; and identification of energy efficient technologies.

5. Development and implementation of programs to conserve energy used in transportation, provided that:

   - Projects Are Limited To: use of flex time by employers; use of satellite work centers; development and promotion of zoning guidelines or requirements that promote energy efficient development; and synchronization of traffic signals.

6. Development and implementation of building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy efficiency.

7. Projects to increase participation and efficiency rates for material conservation programs.

8. Replacement of traffic signals and street lighting with energy efficient technologies.

9. Development, implementation, and installation on or in any government building of onsite renewable energy technology, provided that:

   - Projects Are Limited To:

     - Solar Electricity/Photovoltaic – systems or unit on existing rooftops and parking shade structures must be sized for the load of the particular building it is installed on; or a 60 KW system or smaller unit installed on the ground within the boundaries of an existing facility.
     - Wind Turbine - 20 KW or smaller.
     - Solar Thermal - system must be 20 KW or smaller.
     - Solar Thermal Hot Water - such as appropriately sized for small buildings.
     - Ground Source Heat Pump - 5.5-ton capacity or smaller, horizontal/vertical, ground, closed-loop system.
     - Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
     - Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

Part II - Integral Element Requirements and Other Conditions

[City] [County] of [_____] will not fund Projects that would:

(1) Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, including requirements of DOE and/or Executive Orders;

(2) Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators);

(3) Disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; or

(4) Adversely affect environmentally sensitive resources. Environmentally sensitive resources include, but are not limited to:

(i) Property (e.g., sites, buildings, structures, objects) of historic, archeological, or architectural significance designated by Federal, state, or local governments or property eligible for listing on the National Register of Historic Places;

(ii) Federally-listed threatened or endangered species or their habitat (including critical habitat), Federally- proposed or candidate species or their habitat, or state-listed endangered or threatened species or their habitat;

(iii) Wetlands regulated under the Clean Water Act (33 U.S.C. 1344) and floodplains;

(iv) Areas having a special designation such as Federally- and state-designated wilderness areas, national parks, national natural landmarks, wild and scenic rivers, state and Federal wildlife refuges, and marine sanctuaries;

(v) Prime agricultural lands;

(vi) Special sources of water (such as sole-source aquifers, wellhead protection areas, and other water sources that are vital in a region); and

(vii) Tundra, coral reefs, or rain forests.

Waste Stream Conditions

The [City] [County] of [_____]shall obtain a waste management plan addressing waste generated by a proposed Project prior to the subgrantee generating and disposing of sanitary or hazardous waste. This waste management plan will describe the recipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. [City] [County] of [_____] shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit). [City] [County] of [_____] shall ensure through specific contract terms that the Sub-recipient complies with all Federal, state and local regulations for waste disposal.

NHPA Conditions

Prior funding projects or awarding a sub-grant for a Project, [City] [County] of [_____] shall comply with Section 106 of the National Historic Preservation Act (NHPA). If applicable, the Sub-recipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO). [City] [County] of [_____] shall retain sufficient documentation to demonstrate that the Sub-recipient has received required approval(s) from the SHPO or THPO for the Project. [City] [County] of [_____] shall deem compliance with Section 106 of the NHPA complete only after it has this documentation. [City] [County] of [_____] shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

Cumulative Impacts, Connected Actions and Extraordinary Circumstances

DOE's CXs are not absolute. CXs do not apply to Projects that involve "extraordinary circumstances," connected actions, or cumulative impacts that may have significant

environmental impacts. *See* 10 C.F.R. § 1021.410(b). If DOE grants a CX based on descriptions in the recipient's RFP for EECBG grants, DOE will base its decision on the lack of such "extraordinary circumstances" and significant impacts. [City] [County] of [_____] shall review section 1021.410 and must immediately contact DOE if it identifies a Project that may involve "extraordinary circumstances," cumulative impacts or connected actions that could have significant environmental impacts. Typically, DOE will either subject the sub-grant for the Project to NEPA review or the [City] [County] of [_____] will elect not to proceed with awarding the sub-grant.

Part III

On the basis of [City] [County] of [_____] assurances in this Project Activity Worksheet, DOE intends to apply one or more CXs to the award for all Projects described in the recipient's RFP. However, because DOE has only recently started employing this approach to categorically excluding sub-grants, there may be unforeseen circumstances that make it inappropriate to apply a CX to a Project(s) that meets all the Part I and Part II requirements. DOE does not waive its discretion to decline to apply a CX for projects/grants.

By signing below, [City] [County] of [_____] acknowledges the preceding paragraph, agrees to all conditions in Parts I, II and III, and provides its assurance that all statements in the Project Activity Worksheet and attachments are accurate to the best of its knowledge.

_____

Authorized Signatory [City] [County] of [_____]

Background:

On Friday 9/3/10 a site survey was completed following a request for proposal from the City of Avondale. The lighting retrofit site survey was for the areas of Friendship Park and the Avondale Civic Center. In addition to the physical survey completed, architectural drawings were reviewed for fixture types and counts. This proposal is to Replace the quantity of fixtures specified in the original bid request.

Recommendations:

Friendship Park:

- Replace 80 existing parking pole fixtures with GE Evolve LED Series **Roadway** Medium Cobra Head (R150) fixtures. Existing fixtures are 250 watt HPS, silver in color, 480 volt and mounted on round poles. Please see attached pictures
- Replace twelve (12) parking lot fixtures that are in the North East section of the park with GE Evolve LED Series **Roadway** Medium Cobra Head (R150) fixtures. Existing fixtures are 150 watt HPS, bronze in color, 240 volt and mounted on square poles.

Civic Center:

- Replace thirty eight (38) **roadway fixtures** with GE Evolve LED Series **Roadway** Medium Cobra Head (R150) with photocells. Existing fixtures are 250 watt HPS, bronze in color, 120 volt and mounted on mast arm extending from square pole.
- Replace thirty eight (38) **parking lot fixtures** with GE Evolve LED Series **Area Lights** medium thin profile. Existing fixtures are 400 watt MH, with white finish, 208 volt and mounted on square poles. Some of these are 2 fixtures per pole.

PRICE SHEET
LED LIGHT RETROFIT PROJECT

Item	Description of Material and/or Services						QTY	Unit	Unit Price	Extended price
	Type	Pole	Mount Type	Color	Voltage	Photocell receptacle				
1	250 Watt HPS replacement	Round	Type A	Silver	480	No	80	GELS - TYPE 1 250W REPL 480V FRIENDSHIP PARK LUMINAIRES: **ARM TO SIDE MOUNT ROUND POLE including labor	1278.71	$102,296.80
2	150 Watt HPS replacement	Square	Type B	Silver	240	No	12	GELS - TYPE 2 150W REPL MULTITAP FRIENDSHIP PARK LUMINAIRES: **ARM TO SIDE MOUNT ROUND POLE including labor	1229.64	$14,755.68
3	400 Watt MH replacement	Square	Type 3	White	208	No	13	GELS - TYPE 3 TYPE 3 400W REPL MULTITAP CITY HALL LUMINAIRES: W/ ARM TO SIDE MOUNT SQUARE POLE including labor	1517.46	$19,726.98

4	400 Watt MH replacement	Square	Type 5	White	208	No	25	GELS - TYPE 4 400W REPL MULTITAP CITY HALL LUMINAIRES: W/ ARM TO SIDE MOUNT SQUARE POLE including labor	1735.57	$43,389.25
5	250 Watt HPS replacement	Square	Type C	Bronze	120	Yes	38	GELS - TYPE 5 250W REPL MULTITAP CITY HALL ROADWAY LUMINAIRES: INTERNAL SLIPFITTER TO MOUNT TO EXST'G MAST ARM, including labor	1195.4	$45,425.20
	Subtotal									$225,593.91
	Tax Rate 65% taxed at 9.8 % avondale city taxe rate:									$14,370.33
	Total									$239,964.24

CITY COUNCIL REPORT

SUBJECT:
Economic Development Agreement- Avondale Auto Mall Advertising Association, Inc.

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director (623) 333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an Economic Development Agreement between the City of Avondale and Avondale Auto Mall Advertising Association, Inc. in the amount of $78,400 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Staff has been working over the past year with representatives from the automobile dealerships in the Avondale Auto Mall to assist them in forming an Association to advertise and promote their products and services in a collaborative manner. The Avondale Auto Mall is a significant contributor of sales tax revenue to the city and is a substantial employer in our community. Currently, there are twelve (12) dealerships operating in the Auto Mall with only the former Saturn and RV dealer sites idle. There is also one vacant parcel at the east end of the Mall available for development.

DISCUSSION:

One of the first issues identified by the association was the need to improve the branding and promotion of the Auto Mall. The group realizes that we have a great location with visibility and access from Interstate 10 and the Loop 101 freeways with high daily traffic counts; one of the largest Auto Malls in the state; and one of the lowest sales tax rates for single purchase items over $5,000.00 in value.

In an effort to use the latest technology to further spread that message and promote the Auto Mall, the dealers would like to upgrade and convert the existing freeway pylon sign to include electronic message display capabilities. The height of the new sign will be seventy-five feet, which is the height allowed under the current sign guidelines for the Auto Mall. The base of the sign will be upgraded with new exterior finish and the individual dealer signs that are currently displayed will be removed. The structural components of the sign will be enhanced to adequately handle the loads associated with the electronic display board. The Planning Division is processing a Minor Amendment to the Auto Mall Development Plan that will include all of the technical specifications and requirements for the electronic message display.

In support of the efforts of the Auto Mall Association, the staff saw an opportunity to participate in the upgrade of the freeway pylon sign. The new sign has a total capital cost of approximately $736,000. The sign company required a refundable down payment/security deposit in the amount of $78,400.00. The deposit will be refunded to the city over a period of four (4) years, in annual installments of $19,600.00 In addition, the association will make available to the city one (1) of the five (5) advertising rotations on the sign. The city will use this advertising space to promote city facilities and city sponsored programs, events and services. Currently, this type of advertising has a value of approximately $3000.00 per month, or $36,000 annually.

BUDGETARY IMPACT:

Funding for the security deposit is available in the Economic Development Opportunity Fund and will be repaid under the terms of the agreement in four (4) annual payments from the association.

RECOMMENDATION:

Staff recommends that the City Council approve an Economic Development Agreement between the City of Avondale and the Avondale Auto Mall Advertising Association, Inc. in the amount of $78,400 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- EDA

WHEN RECORDED RETURN TO:

City of Avondale
Attn: City Clerk
11465 West Civic Center Drive
Avondale, AZ 85323

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE AUTO MALL ADVERTISING ASSOCIATION, INC.

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is entered into _____, 2010 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") and Avondale Auto Mall Advertising Association, Inc., an Arizona corporation (the "Association").

RECITALS

A. The Association desires to design and construct a replacement monument sign, including an electronic message display board, together with all related on-site improvements (the "New Pylon Sign") to replace the existing monument sign presently used to advertise dealerships at the Avondale Auto Mall, on real property generally located along the Dealer Drive in Avondale, Arizona, which property is more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Property"). The Association desires to design and construct the New Pylon Sign on the Property in accordance with the Plan Documents attached hereto as Exhibit B and incorporated herein by reference.

B. The City desires to participate with the Association's cost of construction of the New Pylon Sign in exchange for advertising time for City facilities and events during the rotations on the electronic message display board to be constructed as part of the New Pylon Sign.

C. The City Council is empowered, pursuant to ARIZ. REV. STAT. § 9-500.11, to appropriate public funds to further employment opportunities and economic enhancement of the City. Accordingly, the City Council has determined that it is in the best interests of the citizens of Avondale to assist the Association with the cost of construction of the New Pylon Sign, to provide opportunities for enhanced economic development in Avondale and for effective advertising for the City's events, activities and facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants contained herein, and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. Association Obligations.

1.1 New Pylon Sign. The Association shall, not later than 60 days after the Effective Date, enter into a contractual obligation with a suitable sign production company for the design and complete installation of the New Pylon Sign. The contract between the Association and the sign company shall provide for not more than 48 equal monthly installments to be paid by the Association for the complete cost of the New Pylon Sign. The Association shall timely pay all amounts when due. The Association's sign contractor shall design and construct the New Pylon Sign according to (A) City standards and the (B) the site plan and pylon sign improvements shown on the plans entitled Avondale Auto Mall, dated April 20, 2010 (the "Plan Documents"). The Association agrees and understands that the City Contribution (as defined below) is specifically conditioned upon the Association (A) constructing the New Pylon Sign on the Property in accordance with the Plan Documents and (B) operating the electronic message display board on the Property for the term of this Agreement. Notwithstanding the foregoing, the Association many amend or otherwise modify the Initial Site Plan Documents so long as such amendments or modifications are (A) in accordance with the City's customary policies and procedures for such amendments or modifications and (B) consistent with the intent of this Agreement, as determined by the City in its sole discretion.

1.2. Advertising Time. The Association shall make available for the City's use one sign rotation out of every five rotations available to the Association on the electronic message display board for use by the City to promote City facilities and City sponsored programs, events and services.

1.3 Repayment of Deposit Payment. The Association shall make four annual payments of $19,600 to the City, not later than December 31 of each calendar year. The first such payment shall be due December 31, 2011. The Association obligations set forth in Subsection 1.1 through 1.3 herein are collectively referred to herein as the "Association Obligations."

1.4 Guaranty. Each member of the Association, as listed in Exhibit C and incorporated herein by reference, shall jointly and severally guarantee the Association's performance of the payment obligation in Subsection 1.3 above.

2. City Obligation. The Association Obligations set forth in Section 1 above shall be a continuing pre-condition to the City's obligation as set forth in this Section 2. For so long as the Association fully performs the Association Obligations, the City shall be obligated to pay to the sign contractor selected by the Association an amount not to exceed $78,400 for the refundable security deposit for the construction of the New Pylon Sign (the "Deposit Payment").

3. Term. This Agreement shall be effective upon the Effective Date and shall remain in full force and effect until the date that is five years after the Effective Date, unless sooner terminated pursuant to Section 5 below.

4. Payment Not a Debt. The City's obligations pursuant to the provisions of this Agreement that require the expenditure of funds do not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and do not obligate the City to make any expenditure from proceeds of ad valorem taxes or obligations to which any general taxing authority is pledged unless the expenditure has been duly budgeted, if and to the extent required by law, and is within all budget and expenditure limitations of, and is not in conflict with, the Constitution or laws of the State of Arizona. The City's failure to annually appropriate any amounts necessary to meet its obligations under this Agreement shall not diminish the Association's rights to assert claims for such payments.

5. Default. If either party fails to perform any obligation, including the City's obligation to pay the Deposit Payment, pursuant to this Agreement, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days.

6. Liquidated Damages. Without limiting the remedies available to the City pursuant to Section 5 above, the Association understands and acknowledges that if it fails to fulfill the Association Obligations as set forth in Section 1 above, the City will suffer damages that are difficult to accurately specify and ascertain. The Association hereby agrees that, upon its default hereunder and expiration of the cure period set forth in Section 5 above, it shall pay the City, as liquidated damages, within 30 days of receipt of the City's written demand therefore, 125% of the Deposit Payment, minus any amounts that have previously been paid by the Association to the City pursuant to Subsection 1.3 above. Such liquidated damages shall be payable in immediately available funds of United States currency.

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

If to the City: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323-6809
Facsimile: 623-333-0100
Attn: Charles P. McClendon, City Manager

With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Association:	Avondale Auto Mall Advertising Association, Inc. 9901 W. Papago Freeway Avondale, Arizona 85323 Facsimile: 623-932-0424 Attn: Joe Gambino, Jr., General Manager
With copy to:	_____ _____ _____ Attn:_____ Facsimile: _____

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

8. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Association 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.

9. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

11. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

12. Further Acts. Each of the parties hereto shall 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.

13. Time of the Essence. Time is of the essence in this Agreement.

14. Assignment. This Agreement may be assigned, in whole or in part, by the Association only upon the prior, written approval of the City, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason.

15. Entire Agreement. This Agreement constitutes 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.

16. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on the Association unless and until it has been executed by an authorized representative.

17. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

18. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

19. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

20. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

"**Association**"

AVONDALE AUTO MALL ADVERTISING ASSOCIATION, INC. an Arizona corporation

By:_____
Joe Gambino, Jr., President

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me_____, 2010, by Joe Gambino, Jr., the President of AVONDALE AUTO MALL ADVERTISING ASSOCIATION, INC., an Arizona corporation, for and on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires

_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me _____, 2010, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, for and on behalf of the municipal corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires

_____

EXHIBIT A
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE AUTO MALL ADVERTISING ASSOCIATION, INC.

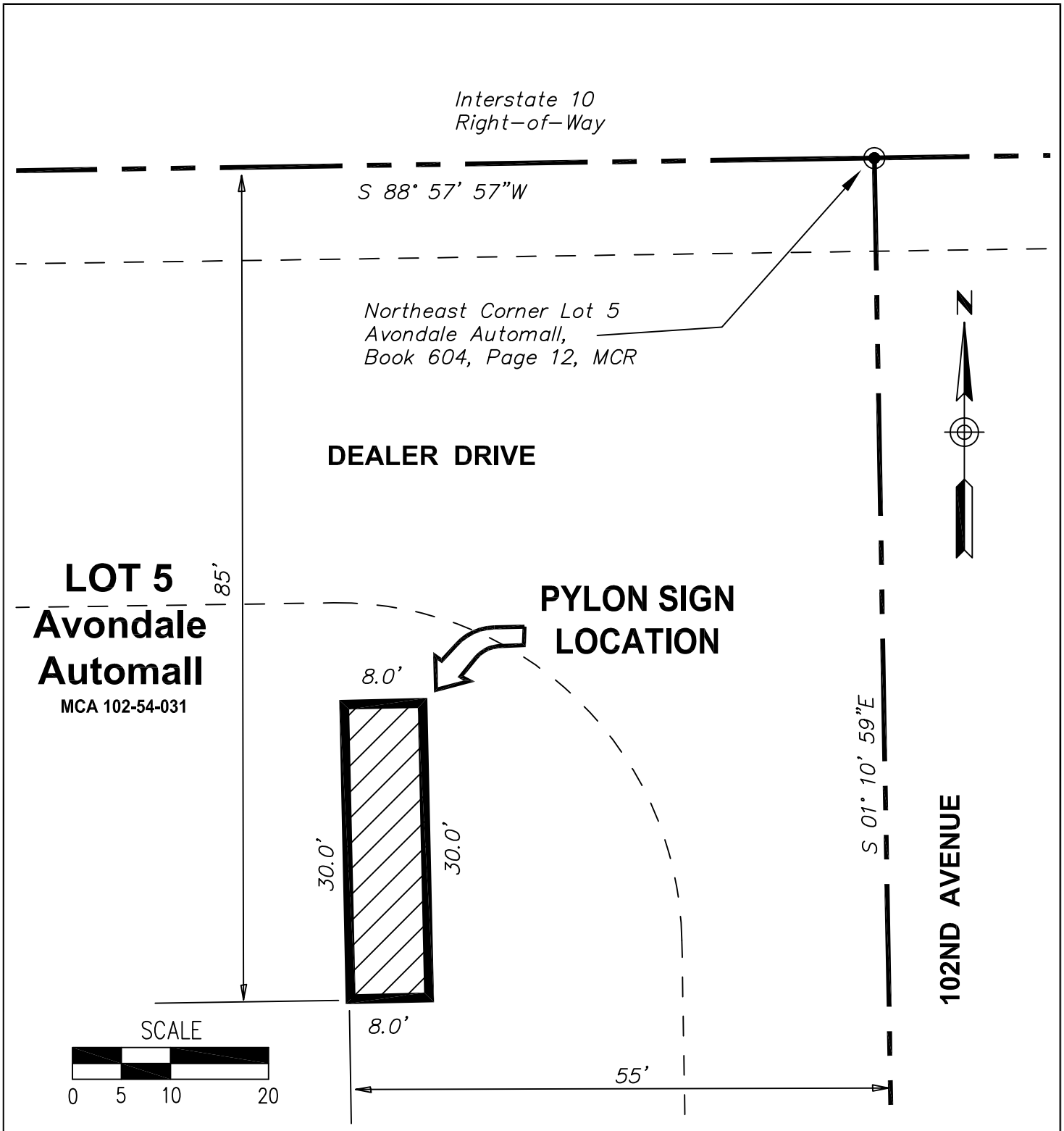
[Property Legal Description and Map]

See following pages.

Avondale Automall - Pylon Sign Location
Southwest corner Dealer Drive and 114th Avenue

Legal Description

The South 30 feet of the North 85 feet of the West 8 feet of the East 55 feet of Lot 5, Avondale Automall, according to Book 604, page 12, official records of Maricopa County, Arizona.



ENGINEERING

EXHIBIT MAP
Pylon Sign Location Legal Description
Part of Lot 5, Avondale Automall,
Book 604, Page 12, MCR

DATE: 9-14-2010
DSN:
DRN. LS
CHK:

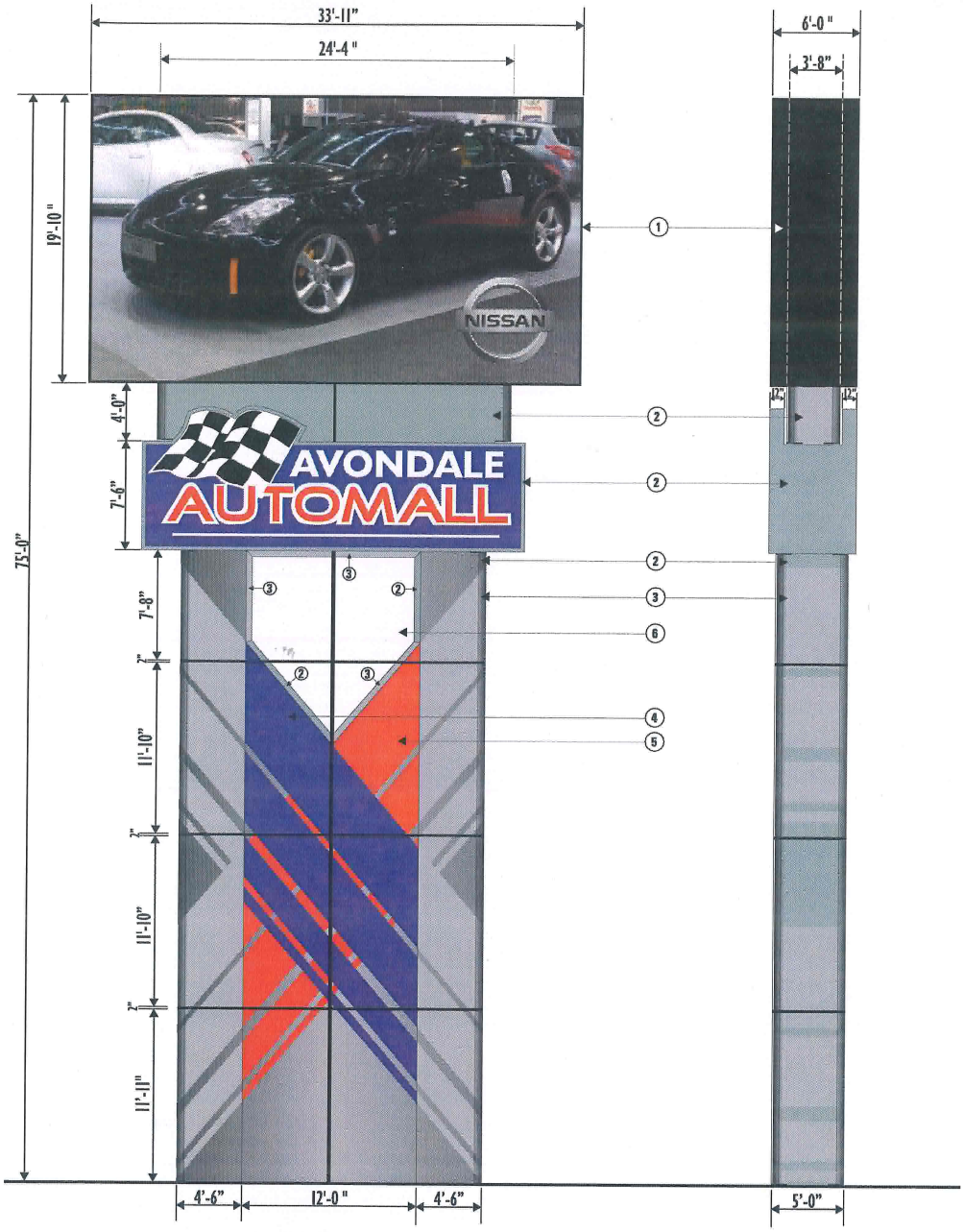
Automall Pylon Sign

PAGE
2 OF 2

EXHIBIT B
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE AUTO MALL ADVERTISING ASSOCIATION, INC.

[Plan Documents]

See following pages.



A DOUBLE FACE PYLON SIGN

SCALE: 1/8" = 1'- 0"

SCOPE OF WORK:

Manufacture and install (1) new pylon sign, reusing existing pipes, footing and top cabinet.

REFER TO SUPPLIED YESCO ENGINEERING FOR STRUCTURAL, SUPPORT, AND FOOTING DEATAILS

PYLON SIGN

EMC	PIXEL SPACING	20mm
	MATRIX SIZE	288 x 496
	COLOR	FULL COLOR
	COMMUNICATION	BROADBAND
EXISTING CAB	MATERIAL	ALUMINUM
	REPAINT	#2 SEE COLOR KEY
	NEW FACE	FLEXIBLE FACE
	EXISTING LIGHTING	FLUORESCENT
VINYL	LAYER	1st SURFACE
	COLOR	#1, #4, #5, AND #6 SEE COLOR KEY
POLE COVER	MATERIAL	ALUMINUM
	BULLNOSE CORNERS	SIGNCOMP #1672
	PAINT	#2, #3, #4, #5, AND #6 SEE COLOR KEY

COLOR KEY

1	PAINT	SATIN BLACK
	VINYL	3M #3630-22 BLACK
2	PAINT	SEMI-GLOSS SHERWIN WILLIAMS ES4765
	VINYL	N/A
3	PAINT	SEMI-GLOSS SHERWIN WILLIAMS ES1110
	VINYL	N/A
4	PAINT	SEMI-GLOSS SHERWIN WILLIAMS EB3585
	VINYL	3M #3630-127 "INTENSE BLUE"
5	PAINT	SEMI-GLOSS SHERWIN WILLIAMS EO3135
	VINYL	3M #3630-33 "RED"
6	PAINT	SEMI-GLOSS WHITE
	COPY	SHOW-THRU FLEX FACE SUBSTRATE

NOTE: UNLESS OTHERWISE NOTED, THE COLORS DEPICTED ON THIS RENDERING MAY NOT MATCH ACTUAL COLORS ON FINISHED DISPLAY. PLEASE REFER TO COLOR-CALLOUTS AND THEIR APPROPRIATE VENDOR SPECIFIED SAMPLES FOR APPROVED COLOR SPECIFICATIONS

ELECTRICAL INFORMATION

VOLTS REQ'D: 208V/120V 3 PHASE 4 WIRE

TOTAL AMP LOAD: 200AMP SERVICE

CIRCUITS REQ'D:

SIGNS TO BE MANUFACTURED TO U.L. SPECIFICATIONS AND WILL BEAR THE U.L. LABEL. INSTALL IN ACCORDANCE WITH NATIONAL ELECTRICAL CODES.

Customer to provide required electrical to sign location and/or elevation.

THE OVERALL HEIGHT AS ILLUSTRATED IS BASED ON ESTABLISHED GRADE PER THE LOCAL AUTHORITY HAVING JURISDICTION. A FLAT AND LEVEL SURFACE IS TO BE PROVIDED BY CUSTOMER PRIOR TO INSTALLATION.

YESCO® PHOENIX DIVISION
6725 W. Chicago Street
Chandler, AZ 85226-3335
(480) 449-3726
Custom Electric Signs™ PRODUCTION READY

* Illuminated displays will be wired for 120 volt power unless otherwise noted.
* Cost for providing necessary electrical wiring to sign area is not included in sign proposal.

SALES APPROVAL:

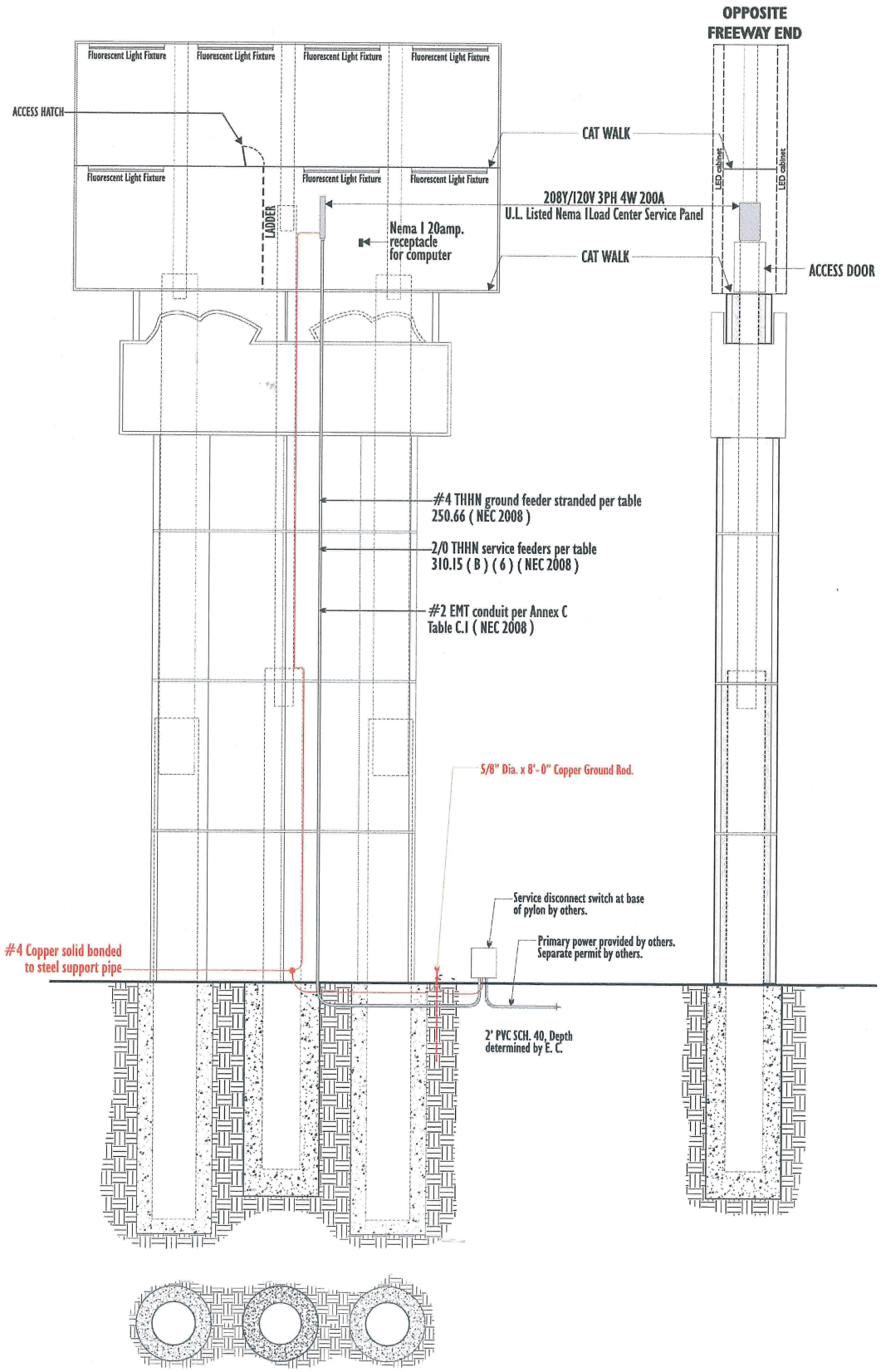
DATE:

REV. #	DATE	BY	REV. #	DATE	BY

FIRM NAME / PROJECT ADDRESS
AVONDALE AUTO MALL
99TH AVENUE AND INTERSTATE 10
AVONDALE, ARIZONA

SALESPERSON: B. FALCO
SCALE: As Noted
ORIG. DESIGNER: WALTON
ORIGINAL DATE: 04/20/10

FILE/REVISION NUMBER: P31617 REVISION: 5
SHEET NUMBER: 1 OF 3
WO. NUMBER: P31617



YESCO®
Custom Electric Signs™
PHOENIX DIVISION
6725 W. Chicago Street
Chandler, AZ 85226-3335
(480)449-3726
PRODUCTION READY

* Illuminated displays will be wired for 120 volt power unless otherwise noted.
* Cost for providing necessary electrical wiring to sign area is not included in sign proposal.

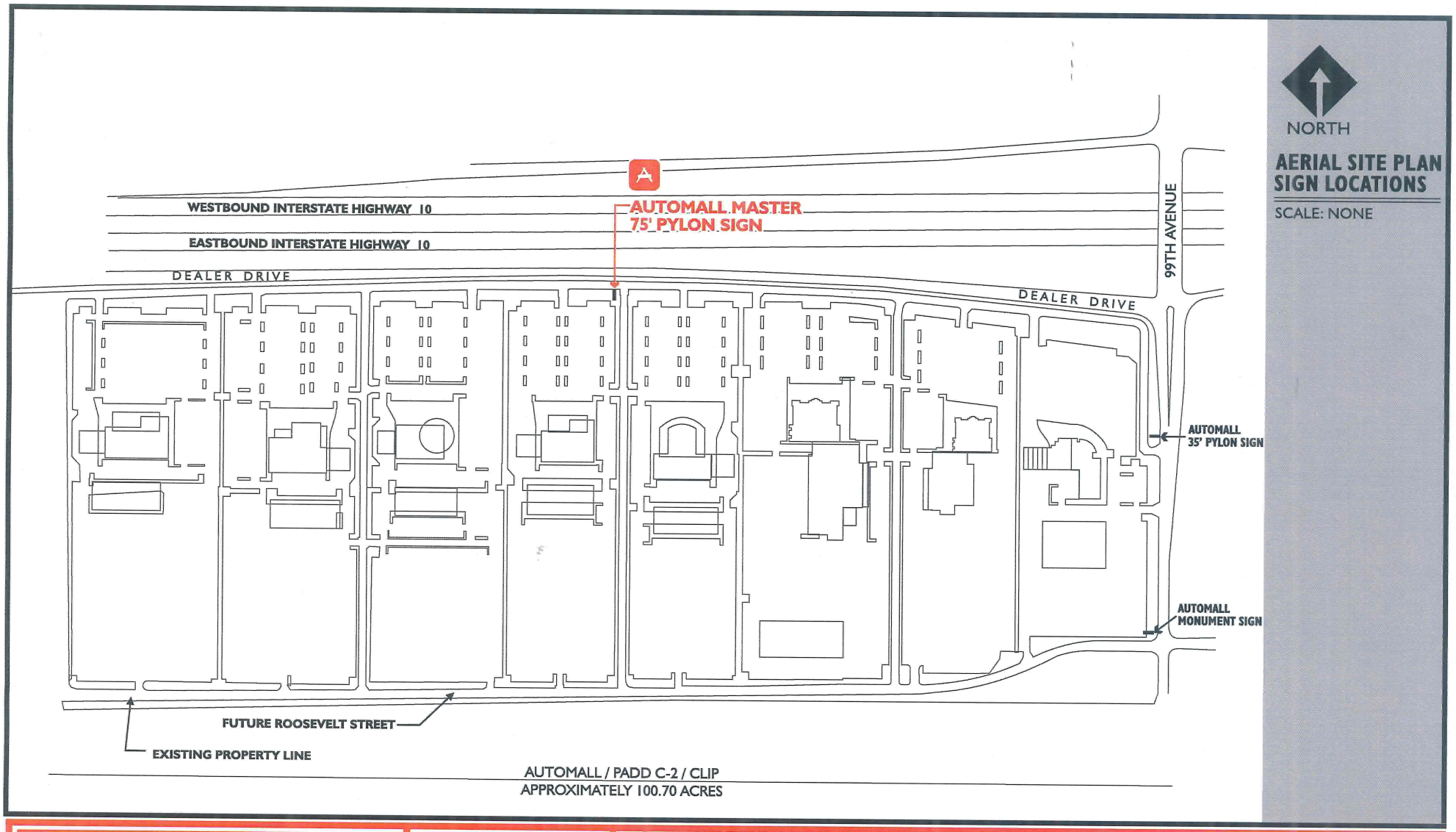
SALES APPROVAL:
DATE:

REV. #	DATE	BY	REV. #	DATE	BY

FIRM NAME / PROJECT ADDRESS
AVONDALE AUTO MALL
99TH AVENUE AND INTERSTATE 10
AVONDALE, ARIZONA

SALESPERSON: B. FALCO
SCALE: As Noted
ORIG. DESIGNER: WALTON
ORIGINAL DATE: 04/20/10

FILE REVISION NUMBER: P31617
REVISION: 5
SHEET NUMBER: 2 OF 3
W.O. NUMBER: P31617



YESCO® Custom Electric Signs™

PHOENIX DIVISION
6725 W. Chicago Street
Chandler, AZ 85226-3335
(480) 449-3726
PRODUCTION READY

* Illuminated displays will be wired for 120 volt power unless otherwise noted.
* Cost for providing necessary electrical wiring to sign area is not included in sign proposal.

SALES APPROVAL:
DATE:

REV. #	DATE	BY	REV. #	DATE	BY

FIRM NAME / PROJECT ADDRESS
AVONDALE AUTO MALL
99TH AVENUE AND INTERSTATE 10
AVONDALE, ARIZONA

SCALE: As Noted
ORIG. DESIGNER: WALTON
SALESPERSON B. FALCO
ORIGINAL DATE: 04/20/10

P31617 FILE DESIGN NUMBER
5 REVISION
SHEET NUMBER 3 OF 3
W.O. NUMBER P31617

EXHIBIT C
TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE AUTO MALL ADVERTISING ASSOCIATION, INC.

[List of Association Members]

See following page.

Avondale Auto Mall Contacts

Earnhardt Honda (623) 934-5211 or 882-8900
Fax: (623) 463-4331
10151 W. Papago Freeway
Avondale – 85323
Owner: Hal Earnhardt
Gen. Manager: Joey Staples joey@earnhardt.com

Larry Miller VW (623) 215-1600
Fax: (623) 463-4303
10205 W. Papago Freeway
Owner: Larry Miller
Contact: D J Hinchey dhinchey@lhm.com

Gateway Chevrolet (623) 932-4389
Fax: (623) 932-0424
9901 W. Papago Freeway
Owner: Joe Gambino Sr.
Cell: (602) 820-3800
Gen. Manager: Joe Gambino, Jr. joejr@gatewaychevy.com

Avondale Nissan (623) 907-5000
Fax: (623) 907-2000
10305 W. Papago Freeway
Owner/Gen. Manager: Mike Little mlittle@avondalenissan.com
Cell: (480) 628-4441

Avondale Dodge (623) 925-0011
Fax: (623) 298-1270
10101 W. Papago Freeway
Owner: John Grant john@avondaleauto.com

Avondale Mazda
Owner: John Grant john@avondaleauto.com

Avondale Chrysler/Jeep
(623) 298-1100; Fax: (623) 882-9921
10055 W. Papago Freeway
Gen. Manager: Kevin Grant
kgrant@avondaleauto.com

Salazar Auto Group - KIA/Subaru/Suzuki
(623) 298-1200; Fax: (623) 298-1111
10501/10555 W. Papago Freeway
Owner/GM: Hector Salazar
hector@svlimited.com
Cell: (915) 204-9033

Avondale Toyota (623) 936-7700
10005 W. Papago Freeway
Owner/Gen. Manager: Brian McCafferty
bmccafferty@avondaletoyota.com
Cell: (602) 291-1404
Mick Manlick mmanlick@avondaletoyota.com

Rev. 01/10

CITY COUNCIL REPORT

SUBJECT:
Contractor Agreement - Worldnetsoccer

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing a Contractor Agreement with Worldnetsoccer Corporation (Worldnet) to establish jointly-sponsored athletic programs with the City of Avondale (the City) through the Parks, Recreation, and Libraries Department (PRLD).

BACKGROUND:

PRLD manages and operates sports programming and field use allocations for the City of Avondale. An average of twenty-eight (28) user groups use the faculties annually and an average of over 500,000 individuals play sports in both the City of Avondale and user group programs. Some of the non-city programs and leagues are managed and operated by volunteers and some of them struggle to develop programming that is professionally managed and cost effective for both the organization and the participants. These groups have requested that the City of Avondale Parks and Recreation staff develop joint programs to benefit both the City and the user groups.

DISCUSSION:

On January 5, 2010, the City of Avondale issued a Request for Qualifications (RFQ) for cooperative sports and recreational activity programming. The RFQ was in response to numerous requests to develop joint programming with outside groups to enhance sports program offerings for the City and assist with program management of the local sports groups. Worldnet was a selected bidder for Adult and Youth Soccer programming.

The Contractor Agreement stipulates the terms and conditions regarding the program. The term of the agreement is for one year with a maximum of three additional one-year terms. The additional terms must be agreed upon by both parties through an annual review by a designated representative of both parties. Either party can dissolve the agreement after a 60 day notification. The City will continue to develop agreements with other sports organizations to enhance services and programs for City of Avondale resident and park users.

BUDGETARY IMPACT:

The Contractor Agreement with Worldnet will establish cost recoverable programs only. All program expenses will be recovered and there will be no cost to the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council authorizes a Contractor Agreement with Worldnetsoccer Corporation (Worldnet) to establish jointly-sponsored athletic programs with the City of Avondale (the City) through the Parks, Recreation, and Libraries Department (PRLD).

ATTACHMENTS:

Click to download

- Contractor Agreement

CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WORLDNETSOCCER.CORP.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of September 20, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Worldnetsoccer.Corp., an Arizona non-profit corporation (the "Contractor").

RECITALS

A. The City issued a Request for Proposals "Request for Proposals for Cooperative Sports and Recreational Activity Programming (PR 10-029.2)" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for cooperative sports and recreational programming services at one or more City park facilities (collectively, the "Parks").

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for cooperative sports and recreational programming services at the City's Parks (the "Services" or the "Programs").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2011 (the "Initial Term"), unless terminated as otherwise provided herein. This Agreement may be renewed for up to two additional one year terms (each a "Renewal Term") if deemed in the best interests of the City and subject to availability and appropriation of funds for renewal in each subsequent year. Such renewal shall occur upon the City's written notice to the Contractor given not later than 30 days prior to the end of the then-current term. The Initial Term and any Renewal Terms are collectively referred to as the "Term". Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

3. Compensation. Upon completion of each Program, the City shall pay the Contractor an amount equal to the total fees collected for each Program less 20%, which shall be retained by the City, for each Program.

4. Payments. The City shall pay the Contractor upon completion of each Program, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall be in a form substantially similar to the Sample Invoice, attached hereto as Exhibit D and incorporated herein by reference, and shall document and itemize each Program completed to date 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. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

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

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

11. Insurance.

11.1 General.

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

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

(c) Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance, 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. The Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

(f) Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

(g) Waiver. All policies, 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 the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

(j) Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by the Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

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

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

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

11.2. Required Insurance Coverage.

(a) Commercial General Liability. The Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products 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. The Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal

employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

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

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

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

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

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

amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall relieved of any subsequent obligation under this Agreement.

14. Logos, Service Marks and Trademarks.

14.1 Ownership of Marks. The City owns the logos, service marks and trademarks depicted on Exhibit E, attached hereto and incorporated herein by reference (the "City's Logos"). The Contractor owns or has the owner's permission to reproduce, distribute, license or otherwise use each and every logo, service mark and trademark depicted on page one of the Contractor's Proposal, attached hereto as Exhibit B (the "Contractor's Logos"). Collectively, the City's Logos and the Contractor's Logos may be referred to hereinafter as the "Logos."

14.2 Approval of Use. Neither Party shall use any service marks, trademarks, logos or other marks of the other Party or any other third-party without the express written approval of the other Party or any other third-party. The use of any marks must comply with the owner's requirements, including using the "circle R" indication of a registered trademark, if applicable.

14.3 Grant of License. Upon the terms and conditions herein set forth, the City hereby grants to the Contractor a license to use the City's Logos and the Contractor hereby accepts the right, license and privilege of using the City's Logos in connection with the Services. Likewise, the Contractor hereby grants to the City a license to use the Contractor's Logos and the City hereby accepts the right, license and privilege of using the Contractor's Logos in connection with the Services.

14.4 Additional Marks. The City and the Contractor may add logos, trademarks, service marks and trade names to this Agreement at any time by an amendment to Exhibit E or Exhibit B, respectively, attached with the added logos or marks identified and the date of license of each of the new logos or marks specified. From and after the date specified as the date of license for a new logo or mark, such logo or mark shall be included in the City's or Contractor's Logos, respectively, and shall be subject to the terms and conditions of this Agreement.

14.5 Non-exclusive, Limited License. The license granted by each Party to the other Party for use of the licensing Party's Logos is not exclusive and each Party may use its own Logos itself and may license its own Logos to other parties during the term of this Agreement. Each Party may use any of the Logos in performance of this Agreement for the duration of this Agreement only within the United States.

14.6 Duration. The term of the license hereby granted shall be effective for the duration of this Agreement, including any Renewal Terms.

14.7 Recognition of Goodwill. The Contractor recognizes the great value of the goodwill associated with the City's Logos and acknowledges that the City's Logos and all rights therein and goodwill pertaining thereto belongs exclusively to the City, and that any trade

names, trademarks and service marks included in the City's Logos have secondary meaning in the mind of the public.

14.8 Validity of License. The Contractor agrees that it will not during the term of this Agreement, or thereafter, attack the title or any rights of the City in and to any of the City's Logos or attack the validity of the license granted by the City to the Contractor under this Section 14.

14.9 Infringement Protection. Contractor agrees to assist the City to the extent necessary in the procurement of any protection or to protect any of the City's right to any of the Logos. Contractor agrees that it will, during the term of this Agreement and any Renewal Terms, defend any attack by third-parties on the validity or right to use any of the Logos and that it will take action on account of any infringements or imitations by others of any of the Logos. Each Party shall immediately notify the other Party of any claim by any third party arising from the use by the Contractor or the City of any of the Logos or of any infringement or imitations of the Logos of which the notifying Party becomes aware.

14.10 Quality of Use; Use Subject to Approval. Each Party agrees that the products to be sold or distributed and the services to be rendered using the other Party's Logos shall be of high standard and shall be of such style and quality as to be adequate and suited to the protection and enhancement of the other Party's Logos and any goodwill pertaining thereto. To this end, each Party shall permit the licensing Party at any time, and from time to time, to review and monitor the products manufactured, sold or distributed by the other Party to determine the character and quality of such products. The licensing Party shall in its sole discretion determine whether the products meet the standards set forth in this paragraph, but shall act reasonably in so doing. If the licensing Party objects to a particular usage of the Logos as not meeting its standards, then the other Party shall revise, correct or remove that particular usage as soon as commercially reasonable upon written notice from the licensing Party.

14.11 No Waiver of Remedies. Each Party acknowledges that its failure to cease the use of the other Party's Logos or to remove the trademarks from its corporate name at the termination or expiration of this Agreement will result in immediate and irremediable damage to the other Party and to the rights of any subsequent licensee. Each Party acknowledges and admits that there is no adequate remedy at law for such failure to cease the use of the other Party's Logos and each Party agrees that in the event of such failure, the licensing Party shall be entitled to equitable relief by way of temporary and permanent injunctions and such other relief as any court with jurisdiction may deem just and proper. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which a licensing Party is entitled under this Agreement or otherwise.

15. Miscellaneous.

15.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided

under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

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

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

15.4 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.

15.5 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.

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

15.7 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.

15.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no

delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

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

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

15.11 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.

15.12 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.

15.13 Offset.

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

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

15.14 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:

and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 15.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

15.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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

15.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Sample Invoice, the RFP, the Contractor's Proposal, the City's Logos and the Contractor's Logos, the documents shall govern in the order listed herein.

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

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"	"**Contractor**"
CITY OF AVONDALE, an Arizona municipal corporation	WORLDNETSOCCER.CORP., an Arizona non-profit corporation
_____ Charles P. McClendon, City Manager	By:_____
ATTEST:	Name:_____
_____ Carmen Martinez, City Clerk	Its:_____

(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 WORLDNETSOCCER.CORP., an Arizona non-profit corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WORLDNETSOCCER.CORP.

[RFP]

See following pages.

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. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Facsimile: 602-254-4878 Attn: Andrew J. McGuire, Esq.
If to Contractor:	Worldnetsoccer.Corp. 17856 West Summerhaven Drive Goodyear, Arizona 85338 Facsimile: 602-300-3444 Attn: Gustavo Martinez, President

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

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

15.16 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 15.17 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 Contractor's and its subcontractors' actual costs (including direct

REQUEST FOR PROPOSALS
FOR
COOPERATIVE SPORTS AND RECREATIONAL ACTIVITY PROGRAMMING

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	**PR 10-029.2**
Solicitation Title:	**Cooperative Sports and Recreational Activity Programming**
Release Date:	**February 11, 2010**
Advertisement Dates:	**February 12 & 19, 2010 – West Valley View** **February 11, 2010 – Arizona Business Gazette**
NON-MANDATORY Pre-Submittal Conference:	**February 16, 2010** **11:00 a.m.** (local time, Phoenix, Arizona) Avondale Civic Center Sonoran Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries	**February 19, 2010**
Proposal Due Date and Time:	**March 2, 2010** **3:00 p.m.** (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	**March 11, 2010**
Oral Interviews (if necessary):	**March 22, 2010**
Target City Council Award Date:	**April 19, 2010**
Anticipated Agreement Start Date:	**April 19, 2010**
City Representatives:	**Chris Reams** **creams@avondale.org** **623-333-2412** **Loretta Browning** **lbrowning@avondale.org** **623-333-2029**

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

Table of Contents

Section A		Page
I.	RFP Process, Award of Agreement	A-1
II.	Proposal Format; Scoring	A-6
III.	Oral Interviews; Scoring	A-9
IV.	Vendor Information Form	A-10
Section B		
	Sample Contractor Agreement	B-1

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") seeking proposals from qualified providers(s) to develop and operate sports and recreational activity programs (the "Programs" or the "Services") in cooperation with the City. The City's Parks, Recreation and Libraries Department is interested in attracting offerors willing to provide high quality instruction, personnel and equipment (utilizing City facilities) to afford the City's residents a wide variety of sports and recreational programs targeting both adult and youth activities, including, but not limited to, the following:

a.	Soccer Leagues	f.	Kickball
b.	Football (Flag and Tackle)	g.	Baseball
c.	Basketball	h.	Softball
d.	Volleyball	i.	Rugby
e.	Golf	j.	Adaptive Sports

The City intends that the Programs shall be conducted at the following facilities:

Facility	Address	Amenities
Friendship Park	12325 West McDowell Road	Multi-Use Fields, Youth Baseball Fields, Football Fields
Festival Fields	101 East Lower Buckeye Road	Multi-Use Fields, Softball Fields
Donnie Hale Park	10857 West Pima Street	Softball Fields
Las Ligas Park	12421 West Lower Buckeye Road	Softball Fields

The Program(s) shall be supported by fees charged and collected by the City from persons participating in the Program. The City shall retain a set percentage of all fees collected for the Services provided, such percentage shall not be less than the following:

Recreation Centers/Parks: 20%
Senior Programs: 15%

In accordance with the City's Procurement Code, the City will accept competitive sealed proposals ("Proposals") for the Services specified in the Scope of Work in the Contractor Agreement, and incorporated herein by reference. Proposals may be for the operation of one or more Programs in cooperation with the City and the City reserves the right to select one or more providers for each Program. The City will accept and consider Proposals for sports or activity programs not specifically listed above.

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 **four (4) copies (five (5) 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 **twenty (20)** 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. Responding 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**, Cooperative Sports and Recreational Activity Programming (PR 10-029.2)**, 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 **180** 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 Contractor 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 Multiple Award. The selected Vendor(s) will be required to execute the City's standard Contractor Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. The City intends to contract with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors. If the City is unsuccessful in negotiating an Agreement with a highest-scoring Vendor for a particular Program or Service, 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.

12.3 Form of Agreement. The selected Vendor will be required to execute the City's standard Contractor Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this 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 Contractor Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Contractor 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 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 services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to conducting sports or recreational programs.

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.

Note: 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 25 pts

A. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Program 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: Program Description / Project Approach 30 pts

A. Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Contractor 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. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the City. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the City's general representation.

Section 5: Pricing 10 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 Contractor Agreement.

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

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

IV. VENDOR INFORMATION FORM

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

VENDOR SUBMITTING 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
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WORLDNETSOCCER.CORP.

[Contractor's Proposal and Contractor's Logos]

See following pages.

PROPOSAL FOR COOPERATIVE SPORTS AND RECREATIONAL ACTIVITY PROGRAMMING

Southwest Valley Family YMCA, Worldnetsoccer Corp, Cisco - AC MILAN, Milan Junior Camps & Grand Canyon University

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:

PR 10-029. 2

Solicitation Title:

Cooperative Sports and Recreational Activity

Proposal Due Date and Time:

March 2, 2010

3:00 p.m. (local time, Phoenix, Arizona)

Presented to City Representatives:

Chris Reams creams@avondale.org

623-333-2412

Loretta Browning lbrowning@avondale.org

623-333-2029

Gustavo Martinez **Worldnetsoccer Corp**	**Ron Sites** **South West Valley Family YMCA**
Petar Draksin **Grand Canyon University**	**Jim Solomon** **Sport Director - SW Valley YMCA**

Table of Contents

I . RFP response and greeting
II. Sports proposal and Facilities
III. Details of RFP
Section 1 – General Information
Section 2 – Experience and Qualification
Section 3 – Key Positions
Section 4 – Project Description and approach
Section 5 - Pricing

I. RFP Response and greeting

On behalf of the sports partnerships between Southwest Valley Family YMCA, Worldnetsoccer, Cisco – AC Milan and Grand Canyon University Special thanks to the City of Avondale, Mayor Marie Lopez Rogers, Chris Reams, Ruth Espinoza and Loretta Browning for the opportunity to present this response to the RFP to the City of Avondale Sports and Recreation Department. We are excited about the opportunity and we are looking forward to continue building great programs for kids and adults in the communities in which we serve. This document is a work in progress and we are looking forward to accommodate it to the best benefit of the City of Avondale and the sport program participants.

II. Sports Proposal and Facilities

We believe that as a sports Coalition we are qualified providers to develop and operate sports and recreational activity programs / Services in cooperation with the City of Avondale Parks, Recreation and Libraries Department. We have a track record of providing high quality instruction with professionally trained and experienced personnel for each sport we provide. We have the experience, talent and equipment to improve the City's efforts to service the community in a wide variety of sports and recreational programs for both youth and adult.

- Soccer
  - Youth and Adult Recreational Soccer League
  - Competitive Soccer Leagues
  - Soccer Academy – Great Revenue Share Opportunity
  - Soccer Tournaments for the City of Avondale – Great Revenue Share opportunity
  - Free Soccer Camps
  - Free Coaches Certification and training
  - Milan Junior Camps – Revenue Share Opportunity
- 3K, 5K, 10K and Marathons
- Kickball

- Southwest Valley Family YMCA - Programs with a revenue share on the annual registration fee.
    - Pool programs
    - Gym access
    - Kids and family events
    - Ballet
    - Karate
    - Swim lessons
    - Guitar Lesson, Piano Lessons
    - Y Golf
    - Gymnastics
    - Summer Camps
    - Specialty camps – Splash camps

For these events we would like to use and offer the following City of Avondale facilities:

- Friendship Park 12325 West McDowell Rd
- Festival Fields 101 East Lower Buckeye Road
- Donnie Hale Park 10857 West Pima Street Softball Fields
- Las Ligas Park 12421 West Lower Buckeye Road Softball Fields

We also would like to offer access to the following facilities to the City of Avondale.

- Grand Canyon University – Soccer, gyms and multi sports facility
- Southwest Valley Family YMCA – Facility at 2919 N Litchfield Rd
- Agreements already established with the following schools and School Districts:
    - Liberty Elementary School District – With Five Schools (Worldnetsoccer)
    - Agua Fria Unified HS District – Gyms and Facilities (YMCA)

III. Details of RFP

Section 1: General Information

As a non profit organizational joint venture we partners up to provide a better experience to the participants.
Our goal is: To **positively impact** the development of players, parents, coaches, staff, partners and sponsors in order to **unlock the full potential** and become **better role models** for our community; **expecting excellence, ethics and fairness** in every situation of the sports and programming experience.

Main members of the organizational joint venture:

- **Valley of the Sun YMCA**
  Southwest Valley Family YMCA Location
  Ron Sites – Executive Director
  Jim Solomon – Program Director
  2919 N Litchfield Road
  Goodyear, AZ 85395
  rsites@vosymca.org
  jsolomon@vosymca.org
  www.vosymca.org

- **Worldnetsoccer Corp, Cisco FC – AC Milan & Milan Junior Camps AZ**
  Gustavo Martinez
  17856 W Summerhaven Drive,
  Goodyear AZ 85338
  602-300-3444
  gustavo@worldnetsoccer.com
  www.worldnetsoccer.com
  In business since May, 2006

- **Grand Canyon University & Cisco FC.**
  Coach Petar Draksin
  3300 W Camelback Road
  Phoenix AZ
  602-354-6718
  pdraksin@gcu.edu
  www.gcu.edu
  In business since 1920 and in Arizona since 1949

Section 2:

A. Experience and Qualifications

Worldnetsoccer Corp Gustavo Martinez, Grand Canyon University's - head coach - CISCO FC - Director of Soccer Operations - Petar Draksin and the Southwest Valley Family YMCA Executive Director have been involved in a soccer partnership in Arizona since 2007.

- In 2007 with the help of Mayor Marie Lopez Rogers we were able to bring to the US and Arizona the UEFA Champions League Trophy. This trophy is the most recognized soccer trophy in the world after the FIFA World Cup and for the first time in 60 years of existence and tradition the UEFA Champions League Trophy came to the US. Since then and for almost four years we have partnered up to provide a better soccer experience for kids and adult in our communities.
- Yearly we reach over 2100 kids in the recreational leagues in the Southwest valley, 1290 kids in weekly camps in Phoenix Metro, 90 kids in the Soccer Academy, 80 Elite competitive teams.
- For the young adult and open adult league we have a yearly program that reaches over 280 adult soccer league players
- We support the education and training of 25 Elite young adult players at Grand Canyon University
- Coach 30 Semi- Professional Players with the Premier Arizona Sahuaros Team.
- We are members of the NSCAA – National Soccer Coaches Association of America and participate in national coaches' convention with over 9,000 participants from all over the world. Every year we receive training and education from the best coaches from professional teams, universities, and from elite programs around the world.
- We belong to the AYSA – Arizona Youth Soccer Association which is the largest soccer organization in the State at all levels with over 34,000 registered soccer players.
- We are also members and follow the rules of the US Youth Soccer Organization, The US Club Soccer Association and the US Soccer Federation which oversees all soccer organization in the US.
- Currently we are working with the MLS – Major League Soccer in the US to bring to Arizona eight professional soccer teams for spring training and run exhibition games. Last week we had several MLS teams playing in local fields such as MLS - Chivas USA vs. Sahuaros at Surprise Stadium, MLS - Chivas USA vs. Kansas City Wizards at Reach 11 in North Phoenix, and MLS Columbus Crew vs. Sahuaros at Grand Canyon University. In the near future we would like to host them at Friendship Park and generate revenue for the city, hotels, restaurants, transportation and businesses in general.

Southwest Valley Family YMCA Location

It's a premier facility with a state of the art Olympic pool program, child care, and many other facilities, Programs and events for the community.

The YMCA was first established in Arizona in 1892. It has a long tradition of building strong kids, strong families and strong communities. The Southwest Valley Family YMCA is also proud to provide services to over 300 military families including Luke Air force Base.

B. List of least three (3) organizations of a similar size or similar operation to the City.

- **City of Phoenix**
  Peggy Neely - Vice Mayor. Coach Draksin Coached her daughter and helps with the city soccer program. Worldnetsoccer helps by providing free soccer camps at different venues in the City and by bringing and promoting special Soccer events to the City - MLS.
  200 W Washington Street,
  Phoenix AZ, 85003
  602-262-7445
  peggy.neely@phoenix.gov
- **City of Goodyear**
  Jennifer Campbell - Recreation Superintendent - Worldnetsoccer and GCU are members of the Goodyear Sports Council and provide multiple soccer programs for the community including free soccer camps, recreational league, adult soccer league, soccer academy, soccer equipment and inflatable soccer games for especial city and community events.
  3075 N Litchfield Rd
  Goodyear, AZ 85395
  602-882-7531
  jcampbell@goodyearaz.gov
- **AYSA – Arizona Youth Soccer Association**
  Tony Colavecchia – Director of coaching and Player Development / CISCO Soccer Club and Worldnetsoccer have supported and participated in the AYSA league for State Cup and Open Cup now called Maricopa League. Have participated in many Coaches Certifications and ODP – Olympic Development Program both as coaches and by bringing club level players to participate.
  2424 West Missouri Ave
  Phoenix, AZ
  602-791-5827

Section 3: Key Positions

A. Identify each key personnel member:

- **Gustavo Martinez** – Worldnetsoccer President and Marketing Director.
  Player experience since 1970, played at Northeast High School in Fort Lauderdale Florida, St John Vianney College in Miami, Florida and at FAU – Florida Atlantic University in Boca Raton Florida. As adult, played at The Gold Coast league in Florida and the Colombian National Team in San Juan Puerto Rico. Coaching experience since 1997 with the recreational leagues with the City of Miramar, Florida and then worked for Milan Junior Camps as Camp Director and Promoter, Travel to Milan, Italy for the Worldwide AC

Milan Junior camps and promote AC Milan in the US. Holds a US Youth Soccer Association D license, a NSCAA – National Soccer coaches Association of America State License and Goalkeeping certifications and recently received the US Youth Soccer Association National Youth License.

- **Coach Petar Draksin** – Grand Canyon University – Head Soccer Coach and Facilities manager. Arizona Sahuaros Premier Soccer Team Head coach. Played semiprofessional in Yugoslavia and then came to NY to play as professional Soccer Goalie for the Indoor soccer league. Volunteer for many years with the Salvation Army in Phoenix and them became assistant soccer coach at GCU and a few years later became the Head coach at GCU. He has been with GCU for over 22 years and 17 as a soccer head coach. Coach Draksin is also the VP of Coaches Training and Education for Worldnetsoccer Corp. and CISCO Soccer Club.

- **Ron Sites** – Southwest Valley Family YMCA – Executive Director - He has a membership base of 10,000 people, 300 children in Childcare Programs, 1,500 Youth Sports participants and also provides a myriad of Community Service program including High School Drop Out Prevention and Youth Obesity programs in the West Valley. Ron moved to Arizona in 1997 from Northern California. He was a Golf Professional in the Valley for 7 years and moved to the West Valley in 2001 with his wife Monica where he worked at the Wigwam Golf Resort and Spa until 2004. His next career path was spent with Merrill Lynch where he created a client book of over 125 clients during a course of 3 years. At Merrill Lynch, he served with many service organizations, one being the Southwest Valley Family YMCA. Serving on the board for the Southwest Valley Family YMCA, he found himself volunteering more and more. His own miss-perceptions of what the YMCA represents led him to become an ambassador for the organization. An opportunity arose in 2007 to become the Associate Executive Director of the branch, and decided to switch his career path a third time. Accepts the challenge along with 150 exceptional staff to build strong kids, strong families and strong communities.

- Jim Solomon – Southwest Valley Family YMCA – Sports Director
- Ramona Martinez – Worldnetsoccer Corp. - Vice president of Finance and General Manager
- Stacia Palafox – Worldnetsoccer Corp. – Director of Recreational groups and under 10 & under 12 Club team.
- Marc Armstrong – Worldnetsoccer Corp – Director of Referees, training and education.
- Oswaldo – Ozzy- Valles – Worldnetsoccer Corp – Director of Under 18 Club Team and AYSA Club registrar.

<u>Section 4</u>: Program Description / Project Approach

- **A. Soccer**
  - **Youth and Adult Recreational Soccer League**

- Eight weeks program with previously approved and Worldnetsoccer certified volunteers from the community.
- Early registration is $70 and $80 for non- residents and regular registration is $80 and $90 for non- city residents.
- Registration includes eight week soccer league program, complete World Cup Country uniform – national Jersey, shorts, socks, trophies and Ice cream on the last day of the season. Coaches receive a free plaque with team picture.
- Registrations start two months before the season starts and have two free camps to allow for registrations and to meet coaches and kids.
- Free camps are provided by worldnetsoccer certified coaches and players from Grand Canyon University and The premier soccer team Arizona Sahuaros.
- Information easily accessible at www.worldnetsoccer.com website with advanced online registration.
- Calling system allows the coach and staff to quickly (One call) reach all the players and parent for news updates and up coming events. www.onecallnow.com for more information

- **Soccer Academy – Revenue Share Opportunity**
  - This program falls between the recreational league and the Club teams. This is a developmental program for kids that previously played in recreational leagues and now are looking for an intensive structural training with challenging and developmental experienced coaches.
  - The program is $50 per month and initial registration of $60 that covers uniforms (Two practice t-shirts and one competitive league uniform)
  - This program runs year round with practices twice per week and games on Saturday during the competitive soccer league or tournaments.

- **Competitive Soccer Leagues**
  - Elite teams that are looking for a more competitive environment can join the competitive league. Usually are players and or teams that previously played in the recreational league or players from the worldnetsoccer soccer academy that are looking for a more challenging experience.
  - Registration is of $170 and training fee of $80 per month.
  - Registration includes AYSA player card with player insurance, complete AC Milan Original uniforms, two training t-shirts, trophies and ice cream on the last day of the season.
  - Coaches receive a free plaque with team picture.
  - Eight months program with Worldnetsoccer certified coaches and volunteers from the community. Program running in conjunction with the AYSA State League.

- The outdoor season starts in August and is over in March/April time frame with an indoor season during the summer – We use school Gyms (Liberty School District gyms and Agua Fria High School gym) already secured and reserved for our programs.

- **Soccer Tournaments for the City of Avondale – Revenue Share opportunity**
  - Worldnetsoccer would like to run tournaments for the City of Avondale and generate additional revenue for the recreational programs in addition to bring interstate teams to compete and bring business revenue to the city.
  - Team registrations could go from $300 to $600 depending on the season, and field availability.
  - We can run three main tournaments during the year; one in the fall, winter and spring season. Six months to one year preparation time is required for successful tournament marketing and registrations.
  - We use One Call Now and www.gotsoccer.com for tournament registrations and to invite out of state teams to travel to our tournaments.

- **Free Soccer Camps**
  - Free camps are provided by worldnetsoccer certified coaches and players from Grand Canyon University and The premier soccer team Arizona Sahuaros.
  - Kids will receive 1 ½ hour of free soccer training every 10 to 12 weeks during break from recreational soccer league.
  - Kids from ages 2 up to 18 years old can participate at no cost to them.
  - Local companies can get involved to help us sponsor these events and help us generate revenues for the organization.
- **Free Soccer Coaches Certification and Training**
  - Free coaches' certifications are provided by worldnetsoccer Director of Coaching – Petar Draksin, Worldnetsoccer President – Gustavo Martinez and by elite guest coaches in the community. Special presentations by players from Grand Canyon University and The premier soccer team Arizona Sahuaros.
  - Free coaches' certifications are also done during the free soccer camps so the coaches get a realistic experience during the training.
  - Free soccer training every 10 to 12 weeks during break from recreational soccer league.
  - Potential coaches get background checked before they are accepted into the coaches certifications and training.
- **Milan Junior Camps – MJC - Revenue Share Opportunity**
  - Camps are provided by AC Milan Coaches from Italy that are hosted in Avondale for a week and by worldnetsoccer President Gustavo Martinez with special elite guest coaches in the community.

- The cost of the camp is $350 if coaches are coming from Milan Italy, and AC Milan Uniforms are provided or $150 per week if they are coming from other AC Milan academies in the US or regular camp jersey is provided.
- Special presentations by players from Grand Canyon University and The premier soccer team Arizona Sahuaros.
- MJC are usually done during a school week break and they start from 9:00 AM to 3:00 PM
- Early drop off and late pick up is available for the parents convenience for an additional fee of jus $10 per day.

- **3K, 5K, 10K and Marathons - Revenue share opportunity**
  - Worldnetsoccer, YMCA and Grand Canyon University track and field teams would like to build a year round program of 3K, 5K, 10K and Marathons
  - Fund raising opportunity for the soccer club teams and the City of Avondale
  - Preparation for an event would be scheduled 6 to 12 moths in advanced.
  - Website and online registration available at www.worldnetsoccer.com
- **Kickball**
  - Southwest Valley Family YMCA, Worldnetsoccer and Grand Canyon University soccer teams would like to build a kickball program with two main seasons fall and spring.
  - Eight weeks program with previously approved certified volunteers from the community.
  - Early registration is $70 and $80 for non- residents and regular registration is $80 and $90 for non- city residents.
  - Registration includes complete uniform – Jersey, shorts, socks, trophies and Ice cream on the last day of the season. Coaches receive a free plaque with team picture.
  - Registrations start two months before the season starts and have two free camps to allow for registrations and to meet coaches and kids.
  - Free coaches' certification and free camps can be schedule with the city of Avondale softball and baseball facilities.
  - Semi-finals and finals can be played at GCU main Baseball Stadium.
  - Website and online registration available at www.worldnetsoccer.com

- **Southwest Valley Family YMCA - Programs with a revenue share on the Annual Registration Fee.**
  - **Pool programs**
  - **Gym access**
  - **Kids events**

- **Additional Equipment and Volunteers**

- Worldnetsoccer has extensive resources for soccer equipment to support the City of Avondale programs.
  - Currently we own:
    - Four (4) 10x7 portable aluminum soccer goals, Two (2) 14x7 portable aluminum goals, Six (6) 4x3 portable aluminum goals, Eight (8) Six feet pop up goals, Eight (8) Four feet pop up goals
    - A trailer to transport the equipment with all the proper security measures.
    - Over 300 soccer balls, over 500 cones of different sizes and colors
    - Over 150 scrimmage bibs and 100 reversible scrimmage bibs to identified different team players
    - Four (4) 10x10 tents for shade during events
    - Four (4) 6x4 Tables for registration and information tents
    - Two (2) Soccer benches for kids to sit down during half time breaks
    - Two (2) Twenty five gallon coolers, large 6x3x3 Ice cooler for events
    - DJ System with speakers and lights if needed for special PA and events
    - Twenty (20) country flags and poles for World Cup Recreational League Teams
    - Four (4) Worldnetsoccer, Two (2)GCU big flags for directions and decoration
    - Four A shape signs for directions to events, Two 4 feet A shape " Slow Down Kids Crossing" signs for the parking lot
    - One (1) Inflatable / Blow up Soccer field for special events with generator.
    - One (1) Inflatable / Blow up Soccer target shooting and goal keeping training for special events with generator

  - **Volunteers**
    - Four Certified coaches with the AYSA and NSCAA licenses
    - Twenty Worldnetsoccer certified Coaches / Referees
    - 4 State Certified Referees for league and tournaments
    - 30 GCU players and coaches that are available for special events and free camps
    - 30 Premier Arizona Sahuaros players and coaches that are available for special events and free camps
    - 20 Southwest Valley Family YMCA Certified Coaches & 150 Staff and Volunteers.

- **Additional events and support to the City of Avondale**
  - Linking Sports and Communities Event in which we provide a free multi sports camp for over 300 kids with the help of the Arizona Professional teams such as Cardinals, Coyotes, Diamondbacks, Suns, Mercury, the Premier Soccer team Sahuaros, the GCU players from different sports,

First Tee Golf and with the PIR Management we can provide a NASCAR Experience to all of them. Please see www.linkingsports.com

- Soccer Tournament Management and fund raising opportunities with interstate teams visiting and generating revenues for hotels, restaurants, local businesses and the City of Avondale
- Academy program as share revenue for the city with Worldwide recognition from AC Milan – Italian Soccer Team www.milanjuniorcamp.com
- Inflatable / blow up soccer games available to the City of Avondale for major events
- Expert consulting services for field improvement and grounds keeping improvement

- **Additional and common benefits to the partnership for the City of Avondale**
  - **Customer Service**: We have a common customer service number at 602-300-3444 and the website at www.worldnetsoccer.com we also communicate to the parents, players and coaches via our Calling system that allows the coach and staff to quickly (One call) reach all the players and parent for news updates and up coming events. www.onecallnow.com for more information
  - **Quality**: We proud ourselves of a great quality program that provides a unique, positive and enriching experience to the participants. Our image as a quality service provider is the reason we are able to find great partners and allow us to get sponsorships and community grants.
  - **Control:** Senior Management is always overseen the day to day operations of the different events and the communication between management, volunteers and parents is a priority to make sure the experience is always a positive one.
  - **Scheduling:** our online systems allow us to schedule the season in advance and is easily updated from any computer with internet access.
  - **Staff:** We proud ourselves of an unbelievable network of staff member that are always in the cutting edge of the sports world, community affairs and education. We surround ourselves with people that challenge us everyday to be better that we are today. Our trained volunteers, parents and coaches are always looking to help unselfishly and always looking for help kids and adults of all ages, race, color and backgrounds. We are all WORLDNET – A global network for sports and community.

Section 5: Pricing

Please see Exhibit D in separate envelop

The UPS Store at Estrella and Van Buren

Worldnetsoccer Corp

602-300-3444

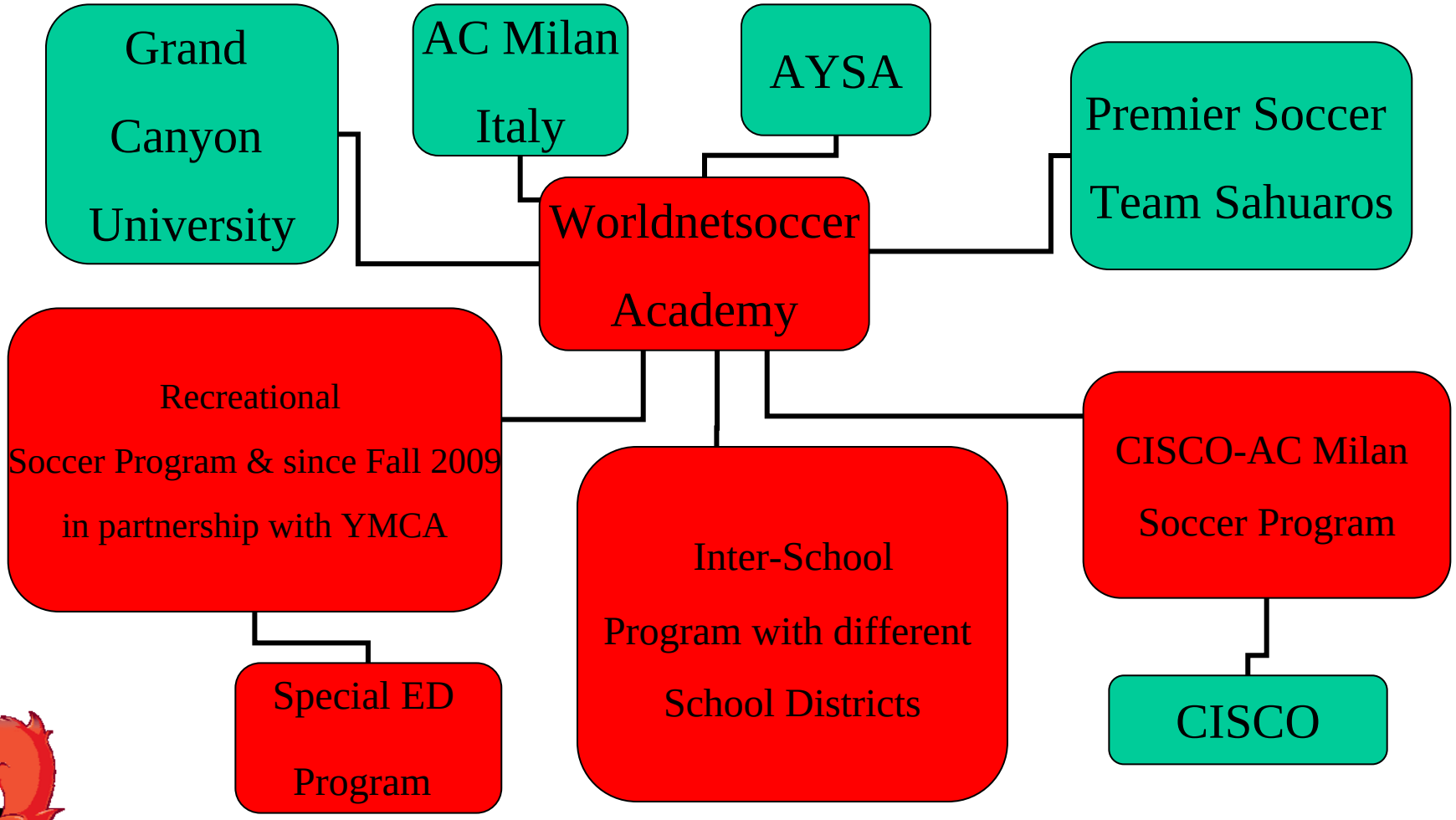
www.worldnetsoccer.com

Milan Entertainment

Worldnetsoccer Philosophy

To **positively impact** the development of players, parents, coaches, staff, partners and sponsors in order to **unlock the full potential** and become **better role models** for our community; **expecting excellence, ethics and fairness** in every situation of the soccer experience.

Worldnetsoccer Programs



<u>AC MILAN PARTNERSHIP</u>: In 1990 Milan Junior Camps started providing camp in the South Florida area and we had the opportunity to join them and managed the camps.

•In 2005 we took a 10 kids to AC Milan, Italy for the Worldwide Junior Camp in Milanello – Training grounds of AC Milan. The kids had the opportunity to meet players such as Paolo Maldini, Kaka, Pirlo, among others. They also visit the San Siro Stadium that holds 85,000 people and witness a Champions league Derby game between AC Milan and Inter Milan.

•In July 2007 we hosted the Tour of the UEFA Champions League Trophy and was transmitted in all South, Central and North America via DirecTV.

•In October 2007 we hosted the first Milan Junior Camp in Friendship Park - Avondale.

•In October 2010 we will be taking kids ages 10 and up to Milan for the Worldwide AC Milan Junior Camp.

<u>WORLDNETSOCCER ACADEMY</u>: In 2006 we started a summer indoor soccer program for the Estrella Mountain Ranch community with about 20 kids.

•The academy practices two times per week and we concentrate in the players physical, mental and emotional part of the game which is part of the AC Milan tradition. We practice at Westar Elementary during the summer and at Estrella Foothills Community Park during the rest of the year.

•Kids from the academy were selected to escort the UEFA Champions League Trophy in July 2007 and participate in different community events such as the Linking Sports and Communities event at PIR – Avondale, and the inauguration of the Spring training facilities in Goodyear.

<u>RECREATIONAL PROGRAM</u>: In the fall of 2007 we established as a mini-world cup with the top 18 countries of the FIFA rankings. The recreational program has an indoor soccer program for the Summer and outdoor soccer for the rest of the year.

•Currently we are using the facilities of Estrella Foothills Community Park and for special event we use the Grand Canyon University Main Soccer Field, Friendship Park in Avondale and Reach 11 in North Phoenix.

•In the Fall of 2009 we partner up with the Southwest YMCA to provide a better soccer program for kids in the community. We hosted 18 teams with over 150 kids and 30 volunteers.

•In 2010 we will continue our year round program and would like the opportunity to partner up with the City of Avondale and expand our programs into Friendship Park

<u>CLUB SOCCER – CISCO – AC MILAN PROGRAM</u>: We created a partnership with CISCO UNITED to establish a soccer club in Estrella Mountain Ranch. We started with two main teams: Under 10 Boys and Under 14 Boys

This year 2009 – 2010 we have four teams U10, U12, U14 and U18 teams.

•Practices are in Estrella Foothills Community Park Tuesdays and Thursdays 6:30 PM to 8:00 PM

•Petar Draksin – Coach of Grand Canyon University provides his support to our programs with his experience, training and bringing players form CISCO, SAHUAROS and his Grand Canyon University Coaching staff to run some of our practices and camps.

ARIZONA SAHUAROS - Premier Soccer Team

- Premier Adult Soccer team in Arizona – The best soccer players from many teams in the valley tryout and form The Premier Team of Arizona Sahuaros. Coached by Petar Draksin from Grand Canyon University.
- Last June 14 the Sahuaros hosted the Seattle Sounders at Grand Canyon University and competing for the OPEN CUP. A 65 year old tournament of single elimination.
- The Arizona Sahuaros won the regional OPEN CUP Tournament in Reach 11 and played in Hawaii representing the region.
- Pictures above 1. Coaching staff under Coach Petar Draksin, 2. Arizona Sahuaros, 3. City of Phoenix Vice Mayor Peggy Neely with Coach Draksin after initial kick off.

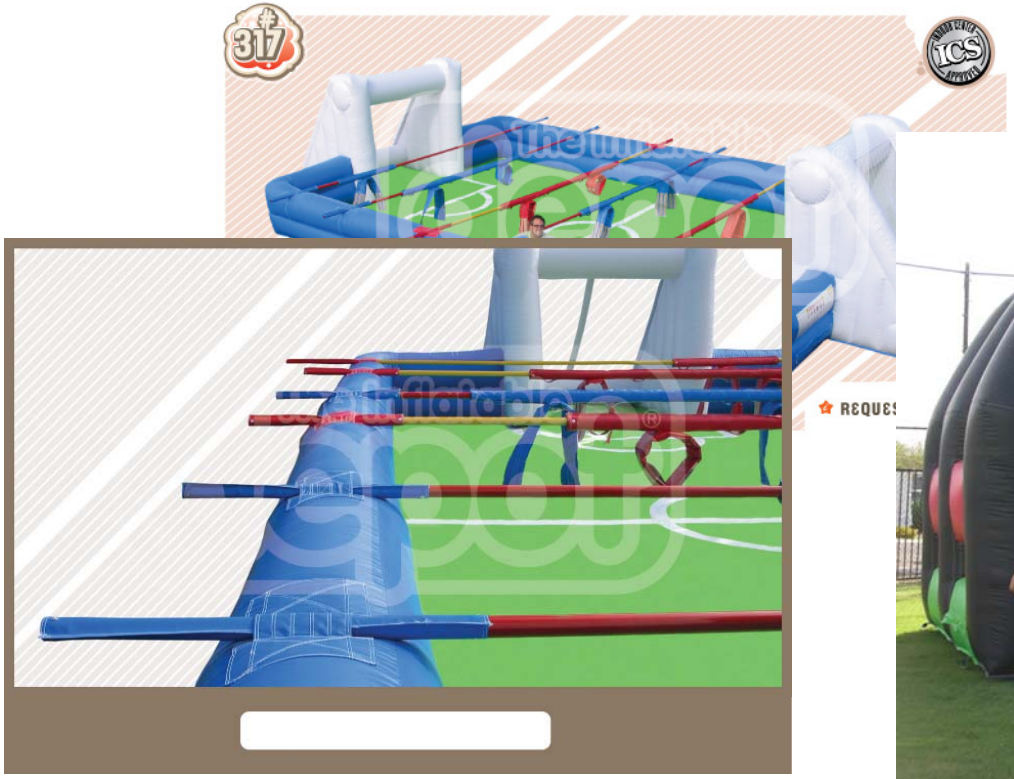
Milan Park, the interactive experience:

Milan Park is an interactive soccer theme park built and sponsored by A.C. Milan. One of the world's most decorated and popular sports teams.

Milan Park offers a unique opportunity for children and adults of all ages to to enjoy themselves and to interact through family and sport.

Bird's view of the park.

We presently have (2) two of the games in the USA and we are building a third one.



GAME #1 Human Foosball is a closed game that allows for up to 10 participant to play short soccer game in a safe, fun structure.

GAME #2 Target Shooting skill game that allow the participants to practice, develop shooting and goalie skills.

Special Events

- Linking Sports and Community – Free Sports Camp at PIR - Avondale.
- Basketball by Phoenix Suns,
- Football by Cardinals,
- Hockey by Coyotes and
- Soccer by Worldnetsoccer
- Golf by First Tee
- 250 Participating kids have the opportunity to a Free Multi Sports Camp by the professional teams in Arizona and have a NASCAR Experience by riding with a professional driver.

City of Avondale, YMCA and Worldnetsoccer Partnership

The City of Avondale Receives

- Recognized and reliable Recreational Soccer League program for the City of Avondale with the management support from Worldnetsoccer and YMCA
- Soccer Academy for the city of Avondale with a revenue sharing from each registration.
- Free Soccer camps, Free Coaching training and education.
- Free access to inflatable soccer games for any of the main City of Avondale events.
- State, National and International recognition with TV Stations – Univision, Channel 12, Channel 44 and Azteca TV because of current Worldnetsoccer relationship and agreements.
- Free marketing on website, 20K flyers that are published every 3 months, press releases and newspaper articles.
- Develops a community involvement with a sport that is popular in the City of Avondale and Arizona
- Business sponsorships for kids that can't afford to pay and help the city with field maintenance cost.

Worldnetsoccer, GCU and YMCA would like:

- Access to Friendship Park for recreational league games and practices, academy practices and club teams practices.
  - Possibly one or two Soccer fields
  - Three times per week Tuesday & Thursday or Monday & Wednesday and Saturday morning (Permitting tournaments)
  - From 6 pm to 9 pm weekdays – (Lights might be needed) and 8 AM to 2 PM on Saturdays (no lights)
- Co- marketing at City Magazine, website and E-mail contacts
- Marking the fields for soccer games
- Allow us to use the city of Avondale logo for the website, uniforms and flyers which they can be submitted to the city for approval.
- Opportunity to look for sponsors in the business community to help us build the program.

The UPS Store at Estrella and Van Buren

Worldnetsoccer Corp

602-300-3444

www.worldnetsoccer.com

Milan Entertainment

EXHIBIT C
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WORLDNETSOCCER.CORP.

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Introduction. The Contractor, in cooperation with the City, will develop and operate sports and recreational activity programs (the "Programs" or "Services"), as more particularly described herein. The Contractor shall provide high quality instruction, personnel and equipment (utilizing City facilities) to afford the City's residents a wide variety of sports and recreational programs targeting both adult and youth activities, which may include, but shall not be limited to, the following:

a.	Soccer Leagues	f.	Kickball
b.	Football (Flag and Tackle)	g.	Baseball
c.	Basketball	h.	Softball
d.	Volleyball	i.	Rugby
e.	Golf	j.	Adaptive Sports

The City intends that the Program(s) shall be conducted at one or more of the following facilities:

Facility	Address	Amenities
Friendship Park	12325 West McDowell Road	Multi-Use Fields, Youth Baseball Fields, Football Fields
Festival Fields	101 East Lower Buckeye Road	Multi-Use Fields, Softball Fields
Donnie Hale Park	10857 West Pima Street	Softball Fields
Las Ligas Park	12421 West Lower Buckeye Road	Softball Fields

2. Contractor Responsibilities.

2.1 Administrative Duties. The Contractor shall:

a. Obtain all necessary licenses, permits and certifications, where applicable, from the appropriate City, State or County departments and/or the appropriate sports or recreational activity licensing, certification or sanctioning authority.

b. Fully comply with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Maricopa and the City, including regulations specifically related to the Services.

c. Recruit, hire, supervise, evaluate and financially compensate qualified adult staff to conduct the Program(s).

d. Ensure that at least one (1) staff member is trained and certified in CPR and First Aid and shall be on site during any Program activity.

e. Prepare and submit an Emergency Contact Procedure to the Contract Administrator prior to the first Program activity.

f. Maintain and submit auditable records concerning Program attendance, participant evaluations of Programs and accounting records sufficient for the City of its duly authorized agents to determine the nature and amount of income from the Services.

g. Submit invoices to the City for payment within thirty (30) days after Services have been rendered and provide a copy of the Program rosters with each invoice. Invoices shall include, at a minimum, purchase order number, activity number, section number, description, total enrolled, price for the Program, and total due to Contractor minus the percentage due to City pursuant to the Fee Proposal.

h. Submit to the City's Contract Administrator, or authorized designee, written descriptions of proposed Programs for the appropriate quarter by the dates specified by the Contract Administrator, as necessary for advertisement in the City's publications. The descriptions shall contain the proposed dates and times of the Program(s), a general description of the curriculum, cost of the Program(s), any special information that the participant must know, and the proposed location of the Program. (The City may modify a Program's description as necessary to accommodate other contractors or Programs with the same Program title.)

i. Network with the community and promote the approved Programs. Any flyers advertising City Programs must be approved by the Contract Administrator, or designee, prior to distribution. Any costs for such additional promotion and advertising shall be the sole responsibility of the Contractor and shall not be eligible for reimbursement by the City.

j. Obtain prior approval, in writing, from the City before changing the date, time or location of a Program activity.

k. Contact Program participants by telephone in the event of Program cancellations or schedule changes as necessary and in consultation with the City.

l. Maintain a flexible schedule that accommodates daily Park hours and special events. Park hours and current schedule of special events shall be discussed at the Pre-Submittal Conference on the date listed on the cover page of this RFP.

2.2 Programming. The Contractor shall:

a. Provide participants with safe, well-organized, instruction in a manner designed to provide the opportunity to develop the skills and/or maintain a proficiency in the Program(s).

b. Furnish, at its own expense, all staffing, water, supplies, equipment and materials necessary to conduct the Program and all related administrative functions thereto. Contractor shall not utilize any material or supplies or conduct any Program or activity which the City determines unsuitable for the purpose intended, or offensive or harmful to the City, its employees or patrons. If any items/services are required of the City, the Contractor shall clearly

identify those items/services in its Proposal. In instances where additional equipment (i.e., porta-john, tents, etc.) are needed, fees will be assessed for use of these items. Such fees shall be considered program costs and the dollar amount will be deducted on the corresponding invoice.

c. Identify minimum and maximum enrollment levels for Program(s). The Contractor may not reduce the minimum number of participant spaces available with respect to the Program(s) offered without written permission from the City. The City, upon written request from the Contractor, may agree to reduce the number of participant spaces, if given adequate notice in advance of marketing the Program. The Contractor may increase the maximum number of spaces available at any time with the City's approval.

d. Participate, from time to time, in special events which may require additional Services to be provided by the Contractor(s). The number of annual special events will be determined by the City. This obligation does not guarantee the Contractor exclusivity at such events.

e. Provide a Program Manager who shall be responsible for the performance of the Agreement and remain the Contractor's contact person. If the Program Manager leaves during the term of this Agreement, then the Contractor will notify the City's Contract Administrator immediately. The Program Manager shall establish a routine for communications with the Contract Administrator or designee to provide a prompt and timely response to any concerns or problems that may arise. The time and frequency of direct meetings between the Program Manager and Contract Administrator or designee will be coordinated by the Program Manager and Contract Administrator or designee. The Program Manager shall contact the contract Administrator or designee to review overall performance, receive special instructions regarding special events, or discuss other pertinent items regarding the Agreement and the Contractor's performance.

f. Forfeit the Program(s) if the Contractor does not provide Services for two (2) consecutive scheduled days. Consistent "no-shows" or cancellations of the Contractor's Program, as documented by the City, shall cause the City to determine whether to find the Contractor in default of the Agreement and award the Agreement to another qualified contractor.

g. Conduct the operation of the Program in a manner that prevents damage to City property. In the event damage occurs to City's property or any adjacent property by reason of any Contractor's Services performed under this Agreement, the Contractor shall replace or repair the same at no cost to the City. If the City repairs or replaces the Contractor's damage, the cost of such repair or replacement shall be charged to the Contractor.

2.3 Personnel. The Contractor shall:

a. Provide adequate, experienced, adult instructional staff trained in the proper methods and techniques in order to properly and satisfactorily perform the Services. All members of the Contractor's instructional staff who will be instructing, facilitating or operating one or more of the programs must be eighteen (18) years of age or older. If a staff member under the age of eighteen (18) is instructing, facilitating or operating one or more Program sessions, then he/she must be accompanied by an adult member for the duration of the

session. At least one (1) staff member trained and certified in CPR and First Aid and shall be on site during any Program activity.

b. Provide trustworthy, reliable employees and make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. The Contractor shall notify the Contract Administrator or designee prior to the change in staffing if possible or as quickly as possible thereafter. In addition, Contractor's staff members are required to: (i) read, write, speak and understand the English language, (ii) have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner and (iii) be legally authorized to work in the State of Arizona.

c. All Contractors or employees assigned to the provide Services shall not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. All Contractors and their employees shall submit to comprehensive background checks as deemed necessary by the City.

d. The Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.

2.4 Prohibited Noises. The Program(s) are to be conducted in public parks. The following distractions and annoyances are unacceptable and any occurrences shall result in termination of the Agreement:

a. Creation of unreasonably loud, disturbing and unnecessary noises.

b. Noises of such character, intensity or duration as to be detrimental to life and health of any individual or in disturbance of their public peace and welfare.

c. The sounding or blowing of any horn or signaling devices.

2.5 Security.

a. Keys to various areas of the Parks shall be made available to the Contractor. All costs incurred by the City because of lost keys will be billed to the Contractor.

b. The Contractor shall ensure that only its properly identified employees listed with the Contract Administrator or designee are permitted on the premises of the Parks during the performance of the Contractor's duties. The Contractor will be held strictly liable for any damage or breach of security caused by its employees.

3. City Responsibilities.

3.1 Administrative Duties. The City shall:

a. Identify a Contract Administrator at the time of the Contractor's selection. The Contract Administrator will submit in writing to the Contractor the names of City personnel that will have authority to make changes or additions to the Agreement.

b. Determine and schedule the time and frequency of direct meeting between the Contract Administrator or designee and the Contractor's Program Manager.

c. Coordinate and perform the registration of all Program participants, the collection of fees and the processing of refunds. All fees shall be payable to the City. Within a reasonable time following registration of each Program's participants, the City shall provide the Contractor with an accounting of fees collected.

d. Advertize through the normal City advertising mediums including, but not limited to, RAVE Magazine, City website, flyers and other promotional materials.

e. Cancel Programs at least seven days prior to the first Program meeting date. Cancellations shall be at the discretion of the City staff.

3.2 Programming. The City shall:

a. Assist in planning and development of the Programs. Staff is knowledgeable and will make key suggestions regarding factors such as recommended age of participants, days and times of operation, number and length of sessions, locations, course content and pricing. The City reserves the right to negotiate all of these factors with the Contractor.

b. Maintain City facilities and ensure proper functioning of all City equipment and resources as applicable.

c. Prohibit other contractors from obstructing Programs, except when the City sponsors a special City event or similar event.

d. Schedule inspections with the Contractor's Project Manager. Quality service and strict adherence to the Agreement will be expected from the Contractor.

3.3 Compensation.

a. The Program(s) shall be supported by fees charged and collected by the City from persons participating in the Program. Upon completion of each Program, the City shall pay the Contractor an amount equal to the total fees collected for each Program less 20%, which shall be retained by the City, for each Program

b. The City and Contractor shall cooperatively determine and set fees to be charged to and collected from the Program participants.

EXHIBIT D
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WORLDNETSOCCER.CORP.

[Sample Invoice]

See following pages.

PROPOSAL FOR COOPERATIVE SPORTS AND RECREATIONAL ACTIVITY PROGRAMMING
SOUTHWEST VALLEY FAMILY YMCA, WORLDNETSOCCER CORP, CISCO -AC MILAN GRAND CANYON UNIVERSITY

EXHIBIT D

Activity Number	Description	Total Enrolled	Unit Price	Total
Rec 101	Youth and/or Adult Soccer Recreational League Yearly @ average of 250 players/season- 4 seasons	1000	$ 70.00	**$ 70,000.00**
	Uniforms @$18 each	1000	$ 18.00	$ 18,000.00
	Trophies @$3 each	1000	$ 3.00	$ 3,000.00
	10 Referees and staff @36 weekends per year $7 per hour and 4 hrs per day=$1008	10	$ 1,008.00	$ 10,080.00
	Ice cream @ $25 each container including cups & spoons feeds 50kids= 20 containers	20	$ 25.00	$ 500.00
	Equipment - Soccer balls, whistles, flyers, marketing adds, website registration @$15 per player	1000	$ 15.00	$ 15,000.00
	Sub total			**$ 23,420.00**
Academy 200	Academy Yearly @ $50 per month / players - expecting minimum of 200 kids per year	200	$ 600.00	**$120,000.00**
	200 Uniforms @$18 each	200	$ 18.00	$ 3,600.00
	Trophies @$3 each	200	$ 3.00	$ 600.00
	12 Coaching staff @12 months per year $25 per hour and 2 hrs per day=$500 month=$6,000 year	12	$ 6,000.00	$ 72,000.00
	12 Coaching staff uniforms @ $100 each	12	$ 100.00	$ 1,200.00
	Equipment - Soccer balls, whistles, flyers, marketing adds, website registration @$15 per player	200	$ 15.00	$ 3,000.00
	Sub total			**$ 39,600.00**
Competitive 301	Soccer Competitive League Yearly at $80 per month	80	$ 720.00	**$ 57,600.00**
	One time registration, player passes and insurance with AYSA @$170	80	$ 170.00	**$ 13,600.00**
	Uniforms @$160 each charge to player	80	$ 160.00	**$ 12,800.00**
	Uniforms @$160 each cost to us	80	$ 160.00	$ 12,800.00
	Trophies @$3 each	80	$ 3.00	$ 240.00
	8 Coaching staff @12 months/year $25 per hour and 2 hrs x day/ 2x week =$500 month=$6,000 yr	8	$ 6,000.00	$ 48,000.00
	8 Coaching staff uniforms @ $100 each	8	$ 100.00	$ 800.00
	Equipment - Soccer balls, whistles, flyers, marketing adds, website registration @$15 per player	80	$ 15.00	$ 1,200.00
	Sub total			**$ 20,960.00**
Free Camp	Free Camps	3000	$ -	$ -
Free Cert	Free Coaches Clinics - Certifications	100	$ -	$ -
	Certification by Soccer Coach Trainer - Recreational and competitive - AYSA / Worldnetsoccer			
Tournaments	Soccer Tournaments with minimum of 300 teams with average of 13 players per team=3,900 kids	300	$ 300.00	**$ 90,000.00**
	Tournament T-shirts @$5 each	3900	$ 5.00	**$ 19,500.00**
	Tournament Pin @$1 each	3900	$ 1.00	$ 3,900.00
	Trophies for 1st, and 2nd place @$3 each for 60 teams of 13 players = 780 trophies	780	$ 3.00	$ 2,340.00
	Referees at $15 each game for 300 teams for a total of 265 games	265	$ 15.00	$ 3,975.00
	30 Staff salary 25 hours at $10 each	15	$ 250.00	$ 3,750.00
	Equipment - Soccer balls, whistles, flyers, marketing adds, website registration @$15 per team	300	$ 15.00	$ 4,500.00
	Sub total			$ 52,035.00
MJC - Milan	Milan Junior Camps with Milan - Italian coaches - Minimum Once per year- Average 80 players	80	$ 350.00	**$ 28,000.00**
	Salary for coaches from Milan Italy at $2,000 each	2	$ 2,000.00	$ 4,000.00
	80 AC Milan Original Uniforms @$160 each cost to us	80	$ 160.00	$ 12,800.00
	8 Coaching staff $50 per day for 5 days =$250/wk	8	$ 250.00	$ 2,000.00

EXHIBIT D

Activity Number	Description	Total Enrolled	Unit Price	Total
	8 Coaching staff uniforms @ $100 each	8	$ 100.00	$ 800.00
	Equipment - Soccer balls, whistles, flyers, marketing adds, website registration @$15 per player	80	$ 15.00	$ 1,200.00
	Travel expenses for coaches from Milan Italy	2	$ 450.00	$ 900.00
	Hotel for coaches from Milan Italy - One room for 6 days	6	$ 75.00	$ 450.00
	Car Rental for coaches from Milan Italy	5	$ 40.00	$ 200.00
	Sub total			**$ 5,650.00**
MJC - US	Milan Junior Camps with US coaches - 4 times per year - During school vacation	400	$ 150.00	**$ 60,000.00**
	Uniforms @$18 each cost to us	400	$ 18.00	$ 7,200.00
	8 Coaching staff $50 per day for 5 days =$250 / wk	8	$ 250.00	$ 2,000.00
	8 Coaching staff uniforms @ $40 each	8	$ 40.00	$ 320.00
	Equipment - Soccer balls, whistles, flyers, marketing adds, website registration @$15 per player	400	$ 15.00	$ 6,000.00
	Sub total			**$ 44,480.00**
3K & 5K	3K Run and 5K Run	500	$ 20.00	**$ 10,000.00**
	Main Sponsors	3	$ 5,000.00	**$ 15,000.00**
	Gold Sponsors	5	$ 1,000.00	**$ 5,000.00**
	Silver Sponsors	10	$ 500.00	**$ 5,000.00**
	Race T-shirts @$5 each	500	$ 5.00	$ 2,500.00
	Race Medal for all participants @$1 each	500	$ 1.00	$ 500.00
	Trophies for 1st, 2nd and 3rd place @$3 each	30	$ 3.00	$ 90.00
	10 Referees at $30 each	10	$ 30.00	$ 300.00
	30 Staff volunteers	30	$ -	$ -
	Equipment - flyers, marketing adds, website registration @$10 per person	500	$ 10.00	$ 5,000.00
	Sub total			**$ 26,610.00**
5K & 10 K	5K Runs & 10 K Run	300	$ 30.00	**$ 9,000.00**
	Main Sponsors	3	$ 5,000.00	**$ 15,000.00**
	Gold Sponsors	5	$ 1,000.00	**$ 5,000.00**
	Silver Sponsors	10	$ 500.00	**$ 5,000.00**
	Race T-shirts @$5 each	500	$ 5.00	$ 2,500.00
	Race Medal for all participants @$1 each	500	$ 1.00	$ 500.00
	Trophies for 1st, 2nd and 3rd place @$3 each	30	$ 3.00	$ 90.00
	10 Referees at $30 each	10	$ 30.00	$ 300.00
	30 Staff volunteers	30	$ -	$ -
	Equipment - flyers, marketing adds, website registration @$15 per person	500	$ 15.00	$ 7,500.00
	Sub total			**$ 23,110.00**
10K & Marathons	10K Runs & Marathons	200	$ 40.00	**$ 8,000.00**
	Main Sponsors	3	$ 5,000.00	**$ 15,000.00**
	Gold Sponsors	5	$ 1,000.00	**$ 5,000.00**

EXHIBIT D

Activity Number	Description	Total Enrolled	Unit Price	Total
	Silver Sponsors	10	$ 500.00	**$ 5,000.00**
	Race T-shirts @$5 each	200	$ 5.00	$ 1,000.00
	Race Medal for all participants @$1 each	200	$ 1.00	$ 200.00
	Trophies for 1st, 2nd and 3rd place @$3 each	30	$ 3.00	$ 90.00
	10 Referees at $30 each	10	$ 30.00	$ 300.00
	30 Staff volunteers	30	$ -	$ -
	Equipment - flyers, marketing adds, website registration @$15 per person	500	$ 15.00	$ 7,500.00
	Sub total			**$ 23,910.00**
Kickball	Kickball League - Twice per year Fall and Spring	300	$ 80.00	**$ 24,000.00**
	Uniforms @$18 each	300	$ 18.00	$ 5,400.00
	Trophies @$3 each	300	$ 3.00	$ 900.00
	10 Referees and staff @18 weekends per year $7 per hour and 4 hrs per day=$504	10	$ 504.00	$ 5,040.00
	Ice cream @ $25 each container including cups & spoons feeds 50kids= 6 containers	6	$ 25.00	$ 150.00
	Equipment - Kick balls, whistles, flyers, marketing adds, website registration @$15 per player	300	$ 15.00	$ 4,500.00
	Sub total			**$ 8,010.00**
K-free camp	Kickball Free Camp	200	$ -	$ -
K- Free coach Cert	Kickball Coaches Certification	40	$ -	$ -
	Subtotal $			$ 267,785.00
	Less 20% to City $			$ 53,557.00
	Total $			$ 214,228.00

EXHIBIT E
TO
CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WORLDNETSOCCER.CORP.

[City's Logos]

See following pages.

Avondale

City of Avondale

AVONDALE

PARKS, LIBRARIES, ACTIVITIES & YOU!

CITY COUNCIL REPORT

SUBJECT:
Lease Agreement – The Garden Patch

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623)333-212

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Memorandum of Understanding (MOU) between the City of Avondale (property owner) and the Garden Patch, an Arizona Non-Profit Corporation to use a specific piece of City owned property for a community garden.

BACKGROUND:

The Garden Patch, an Arizona Non-Profit Corporation that was developed to coordinate, manage, and facilitate a community garden in the City of Avondale. The Garden Patch would like to use the following City owned property for a community garden: Lot 1: APN 101-01-009 (Map attached).

DISCUSSION:

In conjunction with City Attorney, Staff developed the MOU which stipulates the terms and conditions of this relationship. The term of the agreement is for one year with an annual review by a designated representative of both parties. The agreement also stipulates the option of five additional one year extensions. Either party can dissolve the agreement for cause after a 60 day notification. The Garden Patch will have exclusivity for community garden programs and activities at this site.

City staff also met with representatives from the Garden Patch to discuss specific aspects of the program. Some of the key provisions of the MOU are: - The Garden Path shall pay the City for these premises the sum of $10.00 per year during the term of the MOU.

The Garden Patch agrees to the following:

- Keep the property free of weeds, debris, or odors to the satisfaction of the City or pay the City for any costs associated with maintaining the property.
- Pay for water used by the Community Garden to the City of Avondale
- Create garden operating rules for the garden and its members
- Require all gardeners to sign a waiver of liability and an agreement to abide by the garden rules and regulations as a part of the plot rental application.
- Hold an active general liability insurance plan for the property during the duration of this Memorandum of Understanding.

City of Avondale agrees to the following:

- Ensure a water source is available for the garden
- Provide a link to Community Garden website on the City of Avondale website Ensure the Garden Patch garden will be accessible daily from daylight until dark.
- The City will not incur any additional costs associated with the Garden Patch Community Garden.

If the City terminates this Memorandum of Understanding after one (1) year, the City will reimburse The Garden Patch eighty percent (80%) of the cost of the improvements, after two (2) years sixty percent (60%), after three (3) years forty percent (40%), and if the agreement lasts five (5) years or longer no repayment is required.

The City retains the right to enter onto the property at all reasonable times to inspect the use being made of the property by The Garden Patch.

BUDGETARY IMPACT:

The City of Avondale will not incur any additional costs for establishing and ongoing maintenance of a Community Garden.

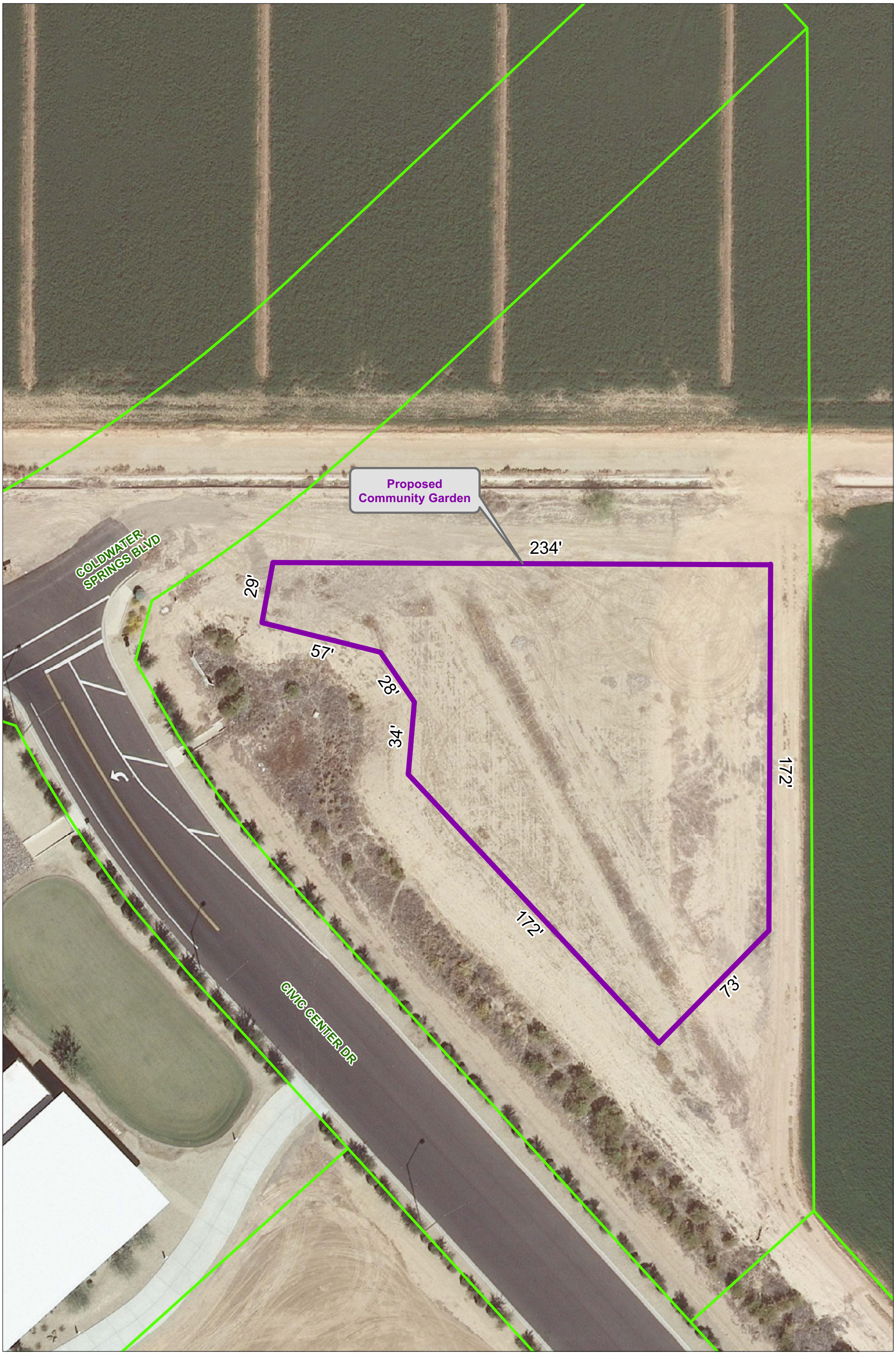
RECOMMENDATION:

Staff recommends that the City Council approve the Lease Agreement between the City of Avondale (property owner) and the Garden Patch, an Arizona Non-Profit Corporation to use the City of Avondale owned property for a community garden.

ATTACHMENTS:

Click to download

- Parcel Map
- Lease Agreement


Proposed
Community Garden
234'
29'
57'
28'
34'
172'
172'
73'
COLDWATER
SPRINGS BLVD
CIVIC CENTER DR

LEASE
BETWEEN
THE CITY OF AVONDALE
AND
THE GARDEN PATCH

THIS LEASE (this "Lease") is made and entered into as of September 20, 2010, by and between the City of Avondale, an Arizona municipal corporation (the "Landlord" or the "City"), and The Garden Patch, an Arizona non-profit corporation (the "Tenant").

RECITALS

A. The Landlord owns that certain undeveloped parcel of real property (the "Real Property") located on the northeast corner of Coldwater Springs Boulevard and Civic Center Drive, Avondale, Arizona 85323 and described as Maricopa County Assessor Parcel Number 101-01-009. The Real Property is depicted in the Map attached hereto as Exhibit A and incorporated herein by reference.

B. The Landlord desires to provide to its residents a community garden in which the residents may garden small plats of land (the "Community Garden").

C. Because the Tenant is a nonprofit corporation incorporated specifically to operate community gardens, the Landlord has determined that leasing the Real Property to the Tenant will lower the Landlord's administrative burden in connection with operating the Community Garden.

D. The Landlord desires to enter into this Lease with the Tenant in order for the Tenant to administer a program to provide City residents with the opportunity to participate in the Community Garden (the "Community Service").

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 Tenant hereby agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Real Property (the "Leased Premises"), to have and to hold during the Term, as defined in Section 2, below.

2. Rent. The City hereby leases the Leased Premises to the Tenant in exchange for the Tenant paying to the City an annual rental of Ten Dollars ($10.00) (the "Rent") and providing the Community Service at the Leased Premises at no cost to the City. The Tenant agrees and understands that the reduced rent under this Lease is contingent upon the Tenant

providing the Community Service at the Leased Premises during the entire term of this Lease. The Rent shall be due on or before October 1, 2010 and shall constitute payment in full by the Tenant for the use of the Leased Premises from October 1, 2010 through September 30, 2011.

3. Term; Extension.

3.1 Term. The original term of this Lease shall be for a period of one year commencing on October 1, 2010 and expiring on September 30, 2011 (the "Initial Term"), unless terminated sooner in accordance with Subsection 18.2 of this Lease, and subject to availability and appropriation of funds in each subsequent year of the Initial Term.

3.2 Extension. Provided that no Default (as set forth below in Section 18) shall have occurred during the Initial Term and be continuing at the anniversary of this Lease, Landlord shall have the option to extend the Lease Term of this Lease for additional, successive one-year terms (each an "Extension Term") if deemed in the best interests of the Landlord. The Initial Term and the Extension Term (if any) are hereafter referred to as the "Lease Term." Each such extension shall occur upon the Landlord's written notice to the Tenant given not later than 30 days prior to the end of the then-current Lease Term, unless either party terminates this Lease earlier in accordance with Subsection 18.2. Upon extension or renewal as set forth herein, the terms and conditions of this Lease shall remain in full force and effect.

4. Utilities; Additional Charges.

4.1 Utilities and Waste Disposal**.** Tenant agrees to pay for all water and other utilities, if any, used by the Tenant or by the Tenant's agents, employees, volunteers, beneficiaries, contractors, subtenants and licensees upon the Leased Premises from and after the commencement of this Lease. Tenant shall provide for the regular removal of all trash, rubbish and garbage from the Leased Premises resulting from Tenant's activities on the Leased Premises from and after the commencement of this Lease.

4.2 Additional Charges. Tenant also shall pay from time to time during the Term of this Lease as additional charges ("Additional Charges") all amounts and obligations other than Rent which Tenant herein assumes or agrees to pay.

5. Use of Leased Premises. Tenant shall use the Leased Premises solely to provide the Community Service thereon. Landlord makes no representation or warranty with respect to the condition of the Leased Premises or its fitness or availability for any particular use. Tenant will not commit, omit or permit any act, condition or event which is contrary to any Legal Requirement or Insurance Requirement, as defined below.

6. Existing Conditions; Maintenance and Repairs.

6.1 As-is Condition. Tenant has inspected and is fully familiar with the physical condition of the Leased Premises and accepts the Leased Premises in an "as-is, where-is" condition.

6.2 Care of Premises. Tenant, at Tenant's sole cost and expense, agrees to keep the Leased Premises in a neat and clean condition, shall refrain from permitting any nuisance or fire hazard therein, shall permit no unlawful or immoral practice to be carried on within the Leased Premises within its knowledge or consent by it or any person and shall at all times comply in its occupancy and use of the Leased Premises with all city and county ordinances and with all State and Federal laws and regulations relating thereto.

7. Tenant's Equipment. All of Tenant's personal property and equipment hereafter in or about the Leased Premises or any part thereof, which are the property of the Tenant or any permitted sublessee or assignee of Tenant (the "Tenant's Equipment") shall remain the property of Tenant, provided that:

7.1 Removal; Repair. Tenant shall have the right at any time during the Lease Term to remove from the Leased Premises all or any part of Tenant's Equipment in or on the Leased Premises without regard to the manner placed on or affixed to the Leased Premises, provided that Tenant, at its sole expense, immediately will repair or be obligated for all costs and expenses in connection with all damage to the Leased Premises caused by the removal of Tenant's Equipment therefrom.

7.2 Abandoned Equipment. Any of Tenant's Equipment not removed by Tenant at its expense within 30 days after the expiration or earlier termination of this Lease or the Lease Term shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without any further notice to Tenant, and without obligation to account therefor; provided, however, that after such 30th day, Tenant will pay Landlord, upon demand, all reasonable costs and expenses incurred by Landlord in removing, storing, or disposing of any of Tenant's Equipment. Tenant at its expense will immediately repair or be obligated for all costs and expenses in connection with all damage to the Leased Premises caused by any removal of Tenant's Equipment therefrom. Landlord shall not be responsible for any loss of or damage to Tenant's Equipment.

8. Alterations and Additions. Tenant shall have the right at any time during the Lease Term, at Tenant's sole cost and expense, to make changes, alterations, additions or improvements (collectively, "Alterations", or singularly, an "Alteration") in or to the Leased Premises, subject to the following:

8.1 Consistency with Lease Purpose. All Alterations shall be consistent with the Community Service and the operation of a Community Garden.

8.2 Prior Consent. No Alteration shall be made without the prior, written consent of Landlord, which consent shall not be unreasonably withheld or delayed if the Alteration would not materially and adversely affect the Leased Premises.

8.3 Requirements. The provisions and conditions of Section 9 hereof shall apply to any work performed by Tenant under this Section 8.

8.4 No Reimbursement. Tenant hereby expressly agrees and understands that it shall not be entitled to any reimbursement from the Landlord for the cost of any portion of such Alterations.

9. Compliance with Requirements. Tenant, during the Lease Term, will promptly and diligently:

9.1 Legal and Insurance. Comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Leased Premises or any use or condition thereof (the "Legal Requirements"), and all terms of an insurance policy covering or applicable to the Leased Premises or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any part of the Leased Premises or any use or condition thereof (the "Insurance Requirements").

9.2 Permits and Licenses. Procure, maintain and comply with all permits, licenses, franchises and other authorizations required for the use of the Leased Premises or any part thereof then being made by Tenant, and for the proper erection, installation, operation and maintenance of the Alterations and Tenant's Equipment or any part thereof.

9.3 Recorded Instruments. Comply with any instruments of record at the time in force affecting the Leased Premises or any part thereof.

10. Liens. If the Leased Premises, or any part thereof, shall at any time become subject to a claim for any vendor's, mechanic's, laborer's or materialmen's lien based upon any Alteration or the furnishing of material, labor or professional services to Tenant or the Leased Premises and contracted for by Tenant or its contractors or subcontractors, Tenant shall cause the same, at Tenant's expense, to be discharged or bonded over (pursuant to ARIZ. REV. STAT. § 33-1003 or § 33-1004) within 20 days after notice thereof, and Tenant shall indemnify and hold Landlord harmless from all liability, loss, costs and expenses arising from such a lien.

11. No Claims Against Landlord. Nothing contained in this Lease shall constitute any consent (except where consent is expressly required and given under this Lease) or request by Landlord, express or implied, for the performance of any labor or services or the furnishings of any materials or other property in respect of the Leased Premises or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord, except as any such claim is expressly provided for by statute despite the provisions of this Section. Any labor, services or material furnished to the Leased Premises in connection with the fulfillment of Tenant's obligations hereunder shall be the sole responsibility of Tenant.

12. Indemnification by Tenant. Tenant will protect, indemnify and hold Landlord harmless for, from and against all liabilities, obligations, claims, damages, penalties, causes of action, and proceedings, and all costs, expenses and fees of every kind and nature, including, without limitation, reasonable attorneys' fees, construction cost and all other expenses arising from or incurred in connection with or imposed upon or incurred by or asserted against Landlord or the Leased Premises by reason of the occurrence or existence of any matter or thing relating to this Lease or the Leased Premises during the Lease Term, unless resulting from the negligent or willful acts or omissions of Landlord, including but not limited to: (i) any accident, injury to or death of persons (including workers) or loss of or damage to property occurring on or about the Leased Premises or any part thereof; (ii) any condition or use of the Leased Premises or any part thereof; (iii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof; and (v) all claims for loss or damage to the Leased Premises uncompensated by Tenant's insurance.

13. Insurance.

13.1 Landlord's Risks to be Insured. Landlord shall, during the Lease Term, maintain in full force and effect, primary coverage with respect to the Leased Premises against loss or damage by fire or other risks.

13.2 Tenant's Risks to be Insured. Tenant at its expense during the Lease Term will maintain the following insurance for the Leased Premises with reputable insurers authorized to do business in Arizona and rated at least A- by A.M. Best Company:

A. General commercial public liability and property damage insurance, and together with excess liability insurance coverage, each in the minimum amount of $1,000,000.00 combined single limit on a per occurrence basis.

B. Appropriate workers' compensation or other insurance against liability arising from claims of workmen in respect of and during the period of any work on or about the Leased Premises.

13.3 Policy Provisions. All insurance maintained by Tenant pursuant to this Section shall:

A. Except for workers' compensation insurance, name Landlord and Tenant as additional insureds, as their respective interests may appear.

B. Provide that all insurance proceeds, if any, from losses shall be adjusted with Landlord and Tenant.

C. Pay any losses notwithstanding any act or failure to act or negligence of Landlord or Tenant or any other person or entity relating to any act, omission or other event causing such losses, if reasonably available.

D. Provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by Landlord and Tenant of written notice thereof.

13.4 Deductibles; Delivery of Evidence of Insurance. Except in the case of workers' compensation insurance, any insurance maintained by any Tenant pursuant to this Section 13 may provide coverage that contains deductible amounts. Such deductibles shall not be applicable with respect to the policy limits provided to the Landlord. Tenant shall be solely responsible for any such deductible amount. After written request by Landlord, upon the commencement of the Lease Term and thereafter not less than 30 days prior to the expiration date of any policy to be obtained by Tenant pursuant to this Section, Tenant will deliver to Landlord a certificate of the insurer and a copy of the declaration page(s) of the insurance policies as required by this Lease, as to the issuance and effectiveness of such policy and the amount of coverage afforded thereby.

14. Storage and Use of Regulated Products. The Tenant shall not, and shall not permit any of Tenant's agents, employees, volunteers, beneficiaries, contractors, subtenants, and licensees to, store or use any hazardous materials, fuels or other petroleum products, chemicals, herbicides, pesticides, fertilizers, paint or other such regulated projects on the Leased Premises without the prior written approval of the Landlord. In the event of any contamination of property or loss or damage to persons arising from any hazardous or toxic materials introduced by Tenant onto the Leased Premises, whether with or without Landlord's consent, Tenant shall (i) notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, clean up the contamination in a full compliance with all applicable statutes, rules and regulations and (iii) indemnify, defend and hold Landlord harmless from and against any liabilities, claims, suits, causes of action, costs and expenses, including reasonable attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

15. Damage To or Destruction of Leased Premises.

15.1 Tenant to Give Notice. In case of any material damage to or destruction of the Leased Premises or any part thereof, Tenant will promptly (and in no event later than the fifth day after such occurrence) give written notice thereof to Landlord generally describing the nature, extent and cause of such damage or destruction.

15.2 Restoration. In case of any damage to or destruction of the Leased Premises or any part thereof at any time during the Lease Term, Tenant shall, at its cost and expense, promptly commence and complete (subject to unavoidable delays) the restoration of the Lease Improvement as nearly as possible to its value, condition and character immediately prior to such damage or destruction (such restoration together with any temporary repairs and property protection pending completion of the work, being herein called "Restoration").

15.3 Application of Insurance Proceeds. All insurance proceeds received by Landlord or Tenant on account of any damage to or destruction of the Leased Premises or any

part thereof (less the costs and expenses incurred by the Landlord and Tenant in the collection thereof, including, without limitation, adjusters fees and expenses) shall be paid only for the Restoration.

16. Performance on Behalf of Tenant. If Tenant shall fail to make any payment or perform any act required hereunder to be made or performed by Tenant, and provided Landlord has given Tenant 30 days written notice of its intent to do so and Tenant has failed during said period to make such payment or perform the act required to be performed by Tenant, then Landlord may, but shall be under no obligation, to make such payment or perform such act with the same effect as if made or performed by Tenant. Notwithstanding the immediately preceding sentence, Landlord may proceed immediately in the event of an emergency without any notice to Tenant other than bona fide attempts to contact by telephone as soon as reasonably possible under the circumstances Tenant's representative (whom Tenant may change from time to time) whose name and telephone number Tenant has furnished in writing to Landlord prior to such emergency. Entry by Landlord upon the Leased Premises for such purpose shall not waive or release Tenant from any obligation hereunder. Tenant shall reimburse Landlord for all sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with Landlord's payment or performance under this Section, and no such payment or performance by Landlord pursuant hereto, shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due or payable, nor limit any right of Landlord or relieve Tenant from any Default hereunder.

17. Assignments and Subleases. Tenant may sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord if such subletting furthers the operation of the Community Garden. However, Tenant shall not assign this Lease without the prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld if (i) Tenant is not in Default of this Lease; and (ii) the financial status, business experience and reputation of the proposed assignee or sublessee is as good or better than that of the original Tenant. Any such assignment for which Landlord has given its consent shall not release Tenant hereunder, and any assignee or sublessee shall expressly be bound by all of the Tenant's obligations hereunder.

18. Events of Default; Termination.

18.1 Events of Default. Any one or more of the following specified events shall be a "Default":

A. If Tenant shall fail to perform or comply with any obligation of Tenant under this Lease, and such failure shall continue for more than 30 days after notice thereof has been given by Landlord to Tenant, and Tenant shall not, subject to unavoidable delays, within such period commence with due diligence the curing of such default, or, having so commenced, shall thereafter fail or neglect, for reasons other than unavoidable delays, to prosecute or complete with diligence the curing of such default.

B. If Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall

file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation due to its bankrupt or insolvent financial status.

C. If, as a result of any proceeding against Tenant, a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Tenant or of or relating to all or substantially all of its property, or for the winding-up or liquidation of its affairs or for the supervision of the business or affairs of Tenant, shall have been entered, and such decree or order shall have remained in force undischarged or unstayed for a period of more than 60 days.

18.2 Termination. Should a Default occur, Landlord may resort to any or all of the following remedies:

A. Retain or take possession of any property on the Leased Premises pursuant to Landlord's statutory lien, with or without legal process.

B. Enter or re-enter the Leased Premises and remove all persons and property therefrom, with or without legal process.

C. Declare this Lease at an end and terminated.

D. Sue for and receive any and all damages sustained by Landlord, with or without terminating this Lease. Continue this Lease in effect and lease or relet the Leased Premises or any part thereof, from time to time, for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable, with the right reserved to Landlord to make reasonable alterations and repairs to said Leased Premises at Tenant's expense. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

E. Any and all remedies available to Landlord at law or in equity.

18.3 Cumulative Remedies. Each right, power and remedy of Landlord and Tenant provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall be, cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all such other rights, powers or remedies.

18.4 Recovery of Costs and Expenses. If any action, whether at law or equity, is instituted by either party for default by the other under this Lease, the prevailing party shall be awarded all costs and expenses incident thereto.

19. Subordination and Attornment. Landlord may convey or otherwise dispose of the Leased Premises and Landlord shall have the absolute right to mortgage or encumber by deed of trust the Leased Premises. This Lease, at Landlord's option, shall be subordinate to any mortgage or deed of trust which may be placed on the Leased Premises and to any and all advances made or to be made pursuant to any such mortgage or deed of trust, and to all renewals, replacements and extensions of any such mortgage or deed of trust; provided that each such subordination shall be on the condition that the mortgagee or deed of trust beneficiary and trustee shall execute and deliver to Tenant an agreement ("Nondisturbance Agreement") to the effect that, so long as a Default caused by Tenant is not occurring hereunder, such mortgagee, beneficiary or trustee will recognize this Lease and not disturb or otherwise interfere with Tenant's leasehold and other rights under this Lease. Subject to the Nondisturbance Agreement, Tenant shall execute and deliver such further instrument evidencing this subordination as Landlord may reasonably request.

20. Right of Entry. Landlord may, at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting, repairing or preserving the same, or to show the Leased Premises to prospective purchasers, and in addition may, at any time within the last 6 months of the then-running Lease Term show the Leased Premises to prospective purchasers.

21. 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, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

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

If to Tenant:
The Garden Patch
12705 West Virginia Avenue
Avondale, Arizona 85392
Facsimile: (480) 517-8119
Attn: Peter Conden

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

22. Surrender. Upon the expiration of the Lease Term, or upon the earlier termination of this Lease, Tenant shall surrender up peaceable possession of the Leased Premises including all Alterations in good condition and repair, reasonable wear and tear excepted.

23. No Broker. Landlord and Tenant each represents to the other that there are no broker's commissions due in connection with this Lease.

24. Waiver. Any waiver by Landlord of any Default, breach or failure by Tenant shall not constitute a waiver of any other Default, breach or failure by Tenant hereunder. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

25. No Partnership. The relationship of the parties hereto as solely that of Landlord and Tenant and under no circumstances shall the parties hereto be considered as partners or joint venturers.

26. Severability. Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

27. Landlord's Conveyance. Landlord may sell, transfer, assign or otherwise dispose of the Leased Premises or this Lease or any part thereof or interest therein, at any time without the consent of Tenant, and upon a sale or disposal of all of its interest in the Leased Premises, Landlord shall be relieved of all obligations hereunder arising after such sale or disposal.

28. Holding Over. No holding over by Tenant of the Leased Premises after the expiration of the Lease Term shall operate to extend the Lease Term or this Lease, and Tenant shall indemnify, defend and hold Landlord harmless from all costs and expenses and claims for damages by any other tenant to whom Landlord may have leased to Leased Premises effective upon the expiration of the Lease Term or termination of this Lease.

29. Limitation of Landlord's Liability. If Tenant recovers a money judgment against Landlord, the judgment shall be satisfied only out of the proceeds of sale received on execution of the judgment and levy against the Leased Premises or other income from such real property

receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of the Leased Premises. Landlord shall not be personally liable for any deficiency.

30. Quiet Title. Provided that Tenant is not in Default under this Lease, Landlord covenants that, from and after the commencement of the Lease Term, Tenant shall not be disturbed or hindered in Tenant's enjoyment of the Leased Premises, and that Landlord shall not interfere with Tenant's business activities involving the Leased Premises.

31. Benefits and Burdens. The covenants, terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

32. Attorney's Fees. In the event of any litigation or arbitration arising out of this Lease, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

33. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended, waived or discharged only by an instrument in writing signed by the party against which enforcement of such amendment, waiver or discharge is sought.

34. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

35. Further Acts. Each of the Parties hereto shall 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 Lease.

36. Headings. The headings in this Lease are for purposes of reference only and shall not control, limit or define the meaning or construction of any provision hereof.

37. Time of the Essence. Time is of the essence with respect to the performance of each and every term, condition and obligation of this Lease.

38. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Arizona.

39. Conflict of Interest. The Landlord may cancel this Lease pursuant to ARIZ. REV. STAT. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Lease on behalf of the Landlord is, at any time while the Lease or any extension of the Lease is in effect, an employee of the Tenant in any capacity or a consultant to the Tenant with respect to the subject matter of the Lease. The cancellation shall be effective when written notice from the Landlord is received by the Tenant, unless the notice specifies a later time.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

"**Landlord**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew McGuire, City Attorney

"**Tenant**"

The Garden Patch,
an Arizona non-profit corporation

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 THE GARDEN PATCH, an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

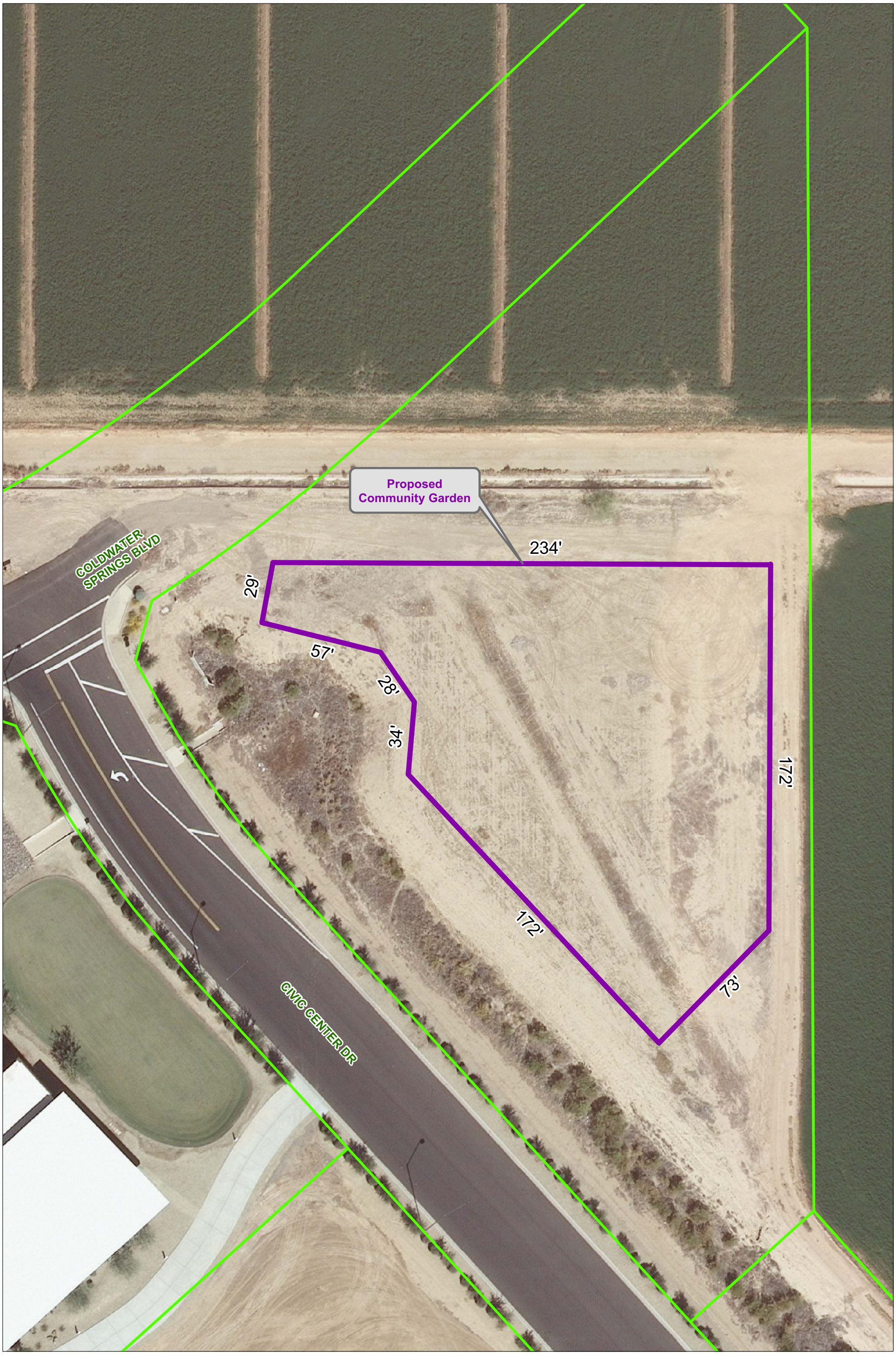
My Commission Expires:

_____

EXHIBIT A
TO
LEASE
BETWEEN
THE CITY OF AVONDALE
AND
THE GARDEN PATCH

[Map]

See following page.


Proposed
Community Garden
234'
29'
57'
28'
34'
172'
172'
73'
COLDWATER
SPRINGS BLVD
CIVIC CENTER DR

CITY COUNCIL REPORT

SUBJECT:
Joint Facility Use Agreement - Art League West

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623)333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Joint Facility Use Agreement with Art League West to use the City Hall Lobby and the Civic Center Library Vending Area to display public art.

BACKGROUND:

On May 2, 2005 Council approved a program between the City of Avondale and the West Valley Arts Council (WVAC), in conjunction with the Arizona Art Alliance to display public art in the City Hall lobby. The WVAC has elected to discontinue the program and Art League West (ALW) would like to manage the lobby public art program under the same terms and conditions with one exception. The area of the Civic Center Library that formerly housed vending machines will also be added as a location to display public art.

DISCUSSION:

Staff, in conjunction with our City Attorney, developed the Joint Facility Use Agrement which stipulates the terms and conditions regarding the program. The term of the agreement is for five (5) years with an annual review by a designated representative of both parties. Either party can dissolve the agreement with cause after a 60 day notification. ALW will have exclusivity to display art in the Civic Center City Hall and Civic Center Library in designated locations only. Temporary exhibits from other sources will be permitted upon approval of the City of Avondale.

City staff met with representatives from the ALW to discuss specific aspects of the program. The City of Avondale will ensure the City facilities are secured in the evenings. ALW will ensure all art is juried and act as the liaison between the City of Avondale and participating artists.

The proposed Agreement was discussed and approved by both the Avondale Municipal Arts Committee and the Avondale Library Advisory Board.

BUDGETARY IMPACT:

The City of Avondale is responsible for the cost of the art hanging system, estimated at approximately $2,000. Funds for this item are included in the Parks Recreation and Library operating budget for FY 2010 - 2011. Approval of this item will not increase any cost to the city. ALW is responsible for any additional program costs.

RECOMMENDATION:

Staff recommends that the City Council approve the Joint Facility Use Agreement with Art League West to use the City Hall Lobby and the Civic Center Library Vending Area to display public art.

ATTACHMENTS:

Click to download

- Agreement

JOINT FACILITY USE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ART LEAGUE WEST

THIS JOINT FACILITY USE AGREEMENT (this "Agreement") is entered into as of September 20, 2010 by and between the City of Avondale, an Arizona municipal corporation (the "City"), and the Art League West ("ALW") an Arizona nonprofit corporation. The City and ALW are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

RECITALS

A. The City and ALW desire to display public art ("Artwork") in the concession machine vending area of the City of Avondale Civic Center Library and in the lobby, Sonoran Room and second floor lobby of the City of Avondale City Hall (collectively, the "Venues").

B. The Council of the City of Avondale desires to allow ALW to use the Venues for the display of the Artwork (the "Program").

C. The Parties desire to enter into this Agreement to set forth the terms by which the Parties will jointly administer the Program and the terms by which ALW may use the Venues.

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 Parties agree as follows:

1. City Obligations.

1.1 Art Hanging Equipment. The City shall procure, purchase, install and maintain art display hanging equipment in each of the Venues.

1.2 Access. The City shall provide ALW access to the Venues to hang and display the Artwork pursuant to the terms of this Agreement.

1.3 Artwork Approval. The director of the City of Avondale Parks, Recreation, and Libraries Department, or designee ("Director"), shall review and approve all potential Artwork prior to authorizing ALW to display the Artwork in any of the Venues.

1.4 Staff Designation. The City shall designate a staff member to oversee ALW's continued use of the Venues and display of the Artwork.

1.5 Security. The City shall ensure that the Venues are secured after normal business hours according to the City's ordinary business practices.

1.6 Promotion. The City shall promote the Program on the City web page, program guide, and information releases.

1.7 Use of Venues. Unless required for City operations, the City shall prohibit the use of the Venues by any party other than the Parties to this Agreement.

1.8 Removal of Lettering. The City shall remove the existing "Concessions" lettering from the entrance to the City of Avondale Civic Center Library program space and repaint the wall in accordance with the building design and specifications.

2. ALW Obligations.

2.1 Artwork. ALW shall provide the City with the Artwork and an arts display schedule including general information concerning each artist, providing each artist's contact information and the selling price of the Artwork, where applicable.

2.3 Artwork Approval. ALW shall ensure that all Artwork has been reviewed and approved by the Director prior to displaying the Artwork in any of the Venues.

2.4 Staff Designation. ALW shall designate a staff member to serve as the liaison between the City and ALW.

2.5 Artwork. ALW shall ensure delivery, set-up, and removal of all Artwork, all under the direction of the Director.

2.6 Installations. ALW shall not install any permanent Artwork or fixtures, without the express approval of the Director.

2.7 Funding. With the exception of the art display hanging equipment that the City is required to purchase, install and maintain pursuant to subsection 1.1, ALW shall provide funding for Program requirements, if any.

2.8 Hold Harmless. As a precondition to accepting an artist's work for display as Artwork, ALW shall enter into an agreement with each of the artists whereby the artist agrees to hold the City and ALW harmless from the damage, destruction or theft of any Artwork displayed in any of the Venues.

3. Term. This Agreement shall be effective as of September 20, 2010 and shall remain in full force and effect until September 19, 2012. The parties may renew this Agreement for a maximum of three (3) one-year terms if, at least thirty (30) days prior to the end of the then-current term of this Agreement, the Parties agree in writing to renew the Agreement.

4. Indemnification. To the fullest extent permitted by law, ALW shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person referred to herein as 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 ALW, 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.

5. Insurance.

5.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of ALW, ALW 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 ALW. 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 ALW 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. ALW'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 ALW. ALW 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. ALW 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, ALW 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 ALW. ALW 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, ALW 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 ALW'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 term of this Agreement 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 ALW'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 this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement 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) ALW'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 ALW 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.

5.2 Required Insurance Coverage.

a. Commercial General Liability. ALW 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. ALW shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on ALW's owned, hired and non-owned vehicles assigned to or used in the performance of ALW'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. Workers' Compensation Insurance. ALW shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over ALW'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.

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

6. Applicable Law; Venue. In the performance of this Agreement, ALW 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.

7. Termination; Cancellation.

7.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by ALW of written notice by the City.

7.2 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.

7.3 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.

7.4 Gratuities. The City may, by written notice to ALW, 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 ALW or any agent or

representative of ALW 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 from ALW an amount equal to 150% of the gratuity.

7.5 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds or the incurring of expenses 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 ALW 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 ALW shall be relieved of any subsequent obligation under this Agreement.

8. Miscellaneous.

8.1 Independent Contractor. ALW 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. ALW, 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 ALW, its employees or subcontractors. ALW, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as ALW meets the requirements as set forth in Section 2 above. ALW is neither prohibited from entering into other contracts nor prohibited from furthering its nonprofit purposes elsewhere. City and ALW do not intend to nor will they combine business operations under this Agreement.

8.2 Laws and Regulations. ALW 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 ALW 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.

8.3 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 ALW.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

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

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

8.10 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 services, shall not release ALW 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.

8.11 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.

8.12 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.

8.13 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.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Andrew J. McGuire, Esq.

If to ALW: Art League West
500 North Estrella Parkway, Suite B2-425
Goodyear, Arizona 85338
Facsimile: (623) 937-1710
Attn: Martha Sala, President

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

8.14 Confidentiality of Records. ALW 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 ALW's duties under this Agreement. Persons requesting such information should be referred to the City. ALW also agrees that any information pertaining to

individual persons shall not be divulged other than to employees or officers of ALW as needed for the performance of duties under this Agreement.

8.15 Records and Audit Rights. ALW'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 ALW and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that ALW and its subcontractors are complying with the warranty under subsection 8.16 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 evaluate ALW's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 8.16 below. To the extent necessary for the City to audit Records as set forth in this subsection, ALW 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 ALW pursuant to this Agreement. ALW 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 ALW or its subcontractors reasonable advance notice of intended audits. ALW 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.

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

8.17 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, ALW 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 ALW submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 7.2 above.

8.18 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 services from another source when necessary.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**ALW**"

ART LEAGUE WEST, an Arizona nonprofit corporation

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 ART LEAGUE WEST, an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

CITY COUNCIL REPORT

SUBJECT:
Second Amendment to Purchase Agreement - Polydyne, Inc.

MEETING DATE:
September 20, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize the purchase of Polymer Coagulant for the Charles M. Wolf Water Resource Center from Polydyne, Inc. by amending the current piggyback agreement with Pima County, Arizona for an amount not to exceed $30,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The dewatering process requires the addition of polymer coagulant to improve the sludge formation and the water quality of the discharge. After the polymer coagulant is added to the sludge, a centrifuge separates the water from the solids of the sludge, and the solids are ready for final disposal.

DISCUSSION:

Pima County, Arizonahas secured a contract price with Polydyne, Inc. for the purchaseof polymer coagulant. The polymer coagulant that Pima County uses is the same polymer coagulant that the Water Resource Center uses in its sludge dewatering process. The amended contract will begin on September 20, 2010 and expire on December 14, 2010 which is sufficient time for purchase of the product. ThePima County contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Polydyne, Inc., has agreed to extend the contract price to the City of Avondale.

BUDGETARY IMPACT:

Funding for the purchase is included in the budget in line item 503-9230-00-7150.

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of Polymer Coagulant for the water resource centerfrom Polydyne, Inc. by amending the current piggyback agreement with Pima County, Arizona for an amount not to exceed $30,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Piggyback Letter
- Purchase Agreement

Emailed to: tcarpenter@avondale.org

August 11, 2010

Mr. Todd Carpenter
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323

Subject: **Piggyback Option off of Pima County Contract#: B501815; Polyelectrolyte Cationic Dry Polymer**

Dear Mr. Carpenter,

Polydyne Inc. is pleased to offer the City of Avondale the following piggyback option from our referenced contract with Pima County, AZ. This contract with the County is in effect through December 14, 2010. We are currently supplying Clarifloc WE-443 at $1.70/Lb delivered.

We are offering the City of Avondale the ability to purchase off of this contract at the same price thru December 14, 2010. In consideration of our valued relationship we would also like to offer the City an option to continue the purchase of WE-443 at the current price thru May 1, 2011. It is our understanding that some additional time may be required to prepare the impending the bid documents. All other terms and conditions will remain the same.

It has been a pleasure doing business with the City of Avondale, and we look forward to continuing our valued relationship. Should you have any questions regarding this offer, feel free to contact Joe Conca, Technical Sales Representative at (623) 640-1425.

Best Regards,

Lawrence D. Grizzle
Business Manager
(912) 880-2035

SECOND AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
POLYDYNE, INC.

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this "Second Amendment") is made as of September 20, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Polydyne, Inc., a Delaware corporation (the "Vendor").

RECITALS

A. After a competitive bidding process, Pima County, Arizona (the "County") and the Vendor entered into Contract Number B501815 dated December 15, 2005, as amended (the "County Contract"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, for the Vendor to provide polyelectrolyte cationic dry polymer.

B. On September 15, 2008, the City and the Vendor entered into the First Amendment to Purchase Agreement (the "First Amendment"), which extended the term of the County Contract.

C. The City has determined that it would like to purchase additional polyelectrolyte cationic dry polymer (the "Additional Materials"), that it is necessary to extend the term of the County Contract, and that it is necessary to add additional provisions to the County Contract.

D. The City and the Vendor desire to extend the term of the County Contract and to add additional provisions to the County Contract as set forth herein.

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 Vendor hereby agree as follows:

1. Term of Agreement. The term of the County Contract is hereby extended and shall remain in full force and effect until December 14, 2010.

2. Compensation. The City may pay Vendor an amount not to exceed $30,000.00 from the date of this Second Amendment until December 14, 2010 or $480,000.00 in the aggregate for the entire term of the County Contract, as amended by the First Amendment, for the Additional Materials charged according to the terms set forth in the County Contract, attached hereto as Exhibit A, and upon submission and approval of an invoice for the Additional Materials supplied and delivered to the City.

3. Records and Audit Rights. Vendor'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 Vendor and its subcontractors' employees who provide goods pursuant to the Agreement to ensure that the Vendor and its subcontractors are complying with the warranty under Section 4 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 4 below. To the extent necessary for the City to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. The City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of the County Contract until three years after the date of final payment by the City to Vendor pursuant to the County Contract. Vendor 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 Section. The City shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to the County Contract.

4. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the County Contract and may result in the termination of the County Contract by the City.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor 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 Vendor submitted a false certification, the City may impose remedies as provided by law including terminating the County Contract.

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

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Vendor**"

POLYDYNE, INC., a Delaware corporation

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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2010, by _____ as _____ POLYDYNE, INC., a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
SECOND AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
POLYDYNE, INC.

[County Contract]

See following pages.

B L A N K E T C O N T R A C T D O C U M E N T
THIS IS NOT AN ORDER

ISSUED BY

Pima County Procurement Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701
Main Phone: 520-740-8161

VENDOR

POLYDYNE INC

1 CHEMICAL PLANT ROAD
RICEBORO,GA 31323

Blanket No:	B501815 Rev No: 009
Limit Amount:	$1,827,784.00
Used Amount:	$1,464,572.10
Initiation Date:	12/15/2009
Expiration Date:	12/14/2010
Extended Date:	
Terms:	NET 30
FOB:	FOB DEST/NO INVOICE
Blanket Category:	0885
Solicitation:	
Buyer:	HAZEL HOUSTON

Contract Desc: 50358 polyelectrolyte cationic dry polymer (clarifloc WE-443, 1200lb super sacs) IFB 86415

Blanket Contract Notes:

Type	Description
VENDOR	Rev 009 - extends the term for a one year period, increases funds by $350,000.00 and amends the Agreement by incorporating Attachment A which adds Scrutinized Business Operations and replaces Standard Terms and Conditions (STC's) dated 3/12/09 in its entirety, any former STC's. Additions to previous STC's are added in numeric sequence with the newest at the end.

Standard Notes:

Type	Description
PURCH	This Purchase Order or Blanket Contract incorporates the attached Specification and Payment documents, and by reference all Instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Additional Attachments:

Attachment ID	Type	Description
000000030308	DOCUMENT	ATTACH A - Scrut Bus and new STC incorp LAWA and Data Control
B5018152006320152526840	DOCUMENT	Bid Price Sheet

Line	Qty	UOP	Stock Code	Vendor Model No	Vendor Part No	Quote No	Quote Item	Unit Price	Total Price
00001		LB						$1.7000	$0.00

Description: polyelectrolyte Cationic dry polymer

Approved/Issued By: HAZEL HOUSTON 02-SEP-10 10:45 AM

Email transmission constitutes contract execution.

B L A N K E T C O N T R A C T D O C U M E N T
THIS IS NOT AN ORDER

ISSUED BY

Pima County Procurement Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701
Main Phone: 520-740-8161

VENDOR

POLYDYNE INC

PO 1 CHEMICAL PLANT ROAD
RICEBORO,GA 31323

Blanket No:	B501815 Rev No: 006
Limit Amount:	$1,227,784.00
Used Amount:	$813,684.60
Initiation Date:	12/15/2008
Expiration Date:	12/14/2009
Extended Date:	
Terms:	NET 30
FOB:	FOB DEST/NO INVOICE
Blanket Category:	0885
Solicitation:	
Buyer:	HAZEL HOUSTON

Contract Desc: 50358 polyelectrolyte cationic dry polymer (clarifloc WE-443, 1200lb super sacs) IFB 86415

Blanket Contract Notes:

Type	Description
VENDOR	Revision 006 extends the term of the contract and adds funding. All other terms and conditions remain the same. Revision 004 to renew for one term and add funding. All other terms and conditions remain the same. Revision 003 issued to add funding for the remainder of this term. All other terms and conditions remain the same. Revision 002 issued to extend the term of the contract for one year and add funds to support the extension. All other terms and conditions remain the same.

Standard Notes:

Type	Description
PURCH	This Purchase Order or Blanket Contract incorporates the attached Specification and Payment documents, and by reference all Instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Additional Attachments:

Attachment ID	Type	Description
B5018152006320152526840	DOCUMENT	Bid Price Sheet
B5018152006320152933525 0	DOCUMENT	Scope of Work

Line	Qty	UOP	Stock Code	Vendor Model No	Vendor Part No	Quote No	Quote Item	Unit Price	Total Price
00001		LB						$1.5300	$0.00

Description: polyelectrolyte Cationic dry polymer

Approved/Issued By: HAZEL HOUSTON 08-AUG-08 10:11 AM

Email transmission constitutes contract execution.

B L A N K E T C O N T R A C T D O C U M E N T
THIS IS NOT AN ORDER

ISSUED BY

Pima County Procurement Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701
Main Phone: 520-740-8161

VENDOR

POLYDYNE INC

PO 1 CHEMICAL PLANT ROAD
RICEBORO,GA 31323

Blanket No:	B501815 Rev No: 005
Limit Amount:	$877,784.00
Used Amount:	$813,684.60
Initiation Date:	12/15/2007
Expiration Date:	12/14/2008
Extended Date:	
Terms:	NET 30
FOB:	FOB DEST/NO INVOICE
Blanket Category:	0885
Solicitation:	
Buyer:	HAZEL HOUSTON

Contract Desc: 50358 polyelectrolyte cationic dry polymer (clarifloc WE-443, 1200lb super sacs) IFB 86415

Blanket Contract Notes:

Type	Description
VENDOR	Revision 004 to renew for one term and add funding. All other terms and conditions remain the same. Revision 003 issued to add funding for the remainder of this term. All other terms and conditions remain the same. Revision 002 issued to extend the term of the contract for one year and add funds to support the extension. All other terms and conditions remain the same.

Standard Notes:

Type	Description
PURCH	This Purchase Order or Blanket Contract incorporates the attached Specification and Payment documents, and by reference all Instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Additional Attachments:

Attachment ID	Type	Description
B5018152006320152526840	DOCUMENT	Bid Price Sheet
B5018152006320152933525 0	DOCUMENT	Scope of Work

Line	Qty	UOP	Stock Code	Vendor Model No	Vendor Part No	Quote No	Quote Item	Unit Price	Total Price
00001		LB						$1.5300	$0.00

Description: polyelectrolyte Cationic dry polymer

Approved/Issued By: HAZEL HOUSTON 08-AUG-08 09:58 AM

Email transmission constitutes contract execution.

BLANKET CONTRACT DOCUMENT
THIS IS NOT an ORDER

ISSUED BY

Pima County Procurement Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701
Main Phone: 520-740-8161

VENDOR

POLYDYNE INC
PO BOX 930894
ATLANTA,GA 31193

Blanket No:	B501815	Rev No:	000
Limit Amount:	$177,784.00		
Used Amount:	$43,758.00		
Initiation Date:	12/15/2005		
Expiration Date:	12/14/2006		
Extended Date:			
Terms:	NET 30		
FOB:	FOB DEST/NO INVOICE		
Blanket Category:	0885		
Solicitation:			
Buyer:	HAZEL HOUSTON		

Contract Desc: 50358 polyelectrolyte cationic dry polymer (clarifloc WE-443, 1200lb super sacs) IFB 86415

Standard Notes:

Type	Description
PURCH	This Purchase Order or Blanket Contract incorporates the attached Specification and Payment documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Additional Attachments:

Attachment ID	Type	Description
B5018152006320152526840	DOCUMENT	Bid Price Sheet
B5018152006320152933525 0	DOCUMENT	Scope of Work

Line	Qty	UOP	Stock Code	Vendor Model No	Vendor Part No	Quote No	Quote Item	Unit Price	Total Price
00001		LB						$1.5300	$0.00

Description: polyelectrolyte Cationic dry polymer

Approved/Issued By: _____ 19-JUN-06 11:51 AM
HAZEL HOUSTON

PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

IFB Number: 86415 **Title:** Polyelectrolyte Cationic Dry Polymer

DUE IN AND OPENS: AUGUST 15, 2005 AT 10:00 A.M. MST

Submit Bid to:
Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference: August 3, 2005 at 10:00 A.M. MST
Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To supply Pima County Wastewater Management with polyelectrolyte cationic dry polymer, per specifications called for herein, in the estimated annual amount of $200,000.00. MWBE preferences will apply.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday, 8 am to 5 pm MST, at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids must be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and Special Terms and Conditions. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return the following pages: Exhibit B and Bid Certification

Bids may not be withdrawn for 60 days after opening.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Mary Jo Furphy, C.P.M., CPPB
Commodity/Contracts Officer

Publish: The Tucson Citizen: July 25, 26, 27 & 28, 2005

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICE BID & CERTIFICATION

Respondents shall complete and submit the price bid and certification documents utilizing the forms provided in this IFB. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the bid to be improperly evaluated or deemed non-responsive.

The certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the bid as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services more favorable than those given to County, that seller shall offer same pricing to County, effective the date effective to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct cost control and reduction activities.

Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days, shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to examine any drawings, specifications, and instructions will be at the respondent's risk.

Items included in the bid shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and supplier documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

INSTRUCTIONS TO BIDDERS (CONT.)

4. SUBMISSION OF BIDS

Respondents are to submit one original and two copies of all bid documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation.

Bids must be received and time stamped at the location on or before the time and date as defined by the *Invitation for Bid*. Late bids will not be accepted, or will be returned unopened.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *Invitation for Bid*.

Bids and modifications received after the closing time specified will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements may be cause for the respondent's bid to be rejected as *non-responsive*.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a purchase order or contract.

The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department.

No oral interpretations or clarifications will be made to any respondent as to the meaning of any of the solicitation documents.

If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation bid. Responses from Pima County will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the solicitation opening date may not be answered.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the special terms and conditions, the special terms and conditions shall govern.

8. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) NOTIFICATION

In accordance with the Pima County Code, Title 20, a 5% bid preference will be given to local County certified MBE or WBE firms who bid on eligible contracts. In determining the lowest responsive and responsible bid, a bid submitted by a local certified MBE or WBE firm shall receive a bid preference of 5%. The MBE-WBE firm must be certified at the time of the bid opening. The bid preference shall be solely for the purpose of establishing the low bid. The actual value of any contract awarded shall be for the amount in the bid. **To be eligible for the price preference, MBE or WBE firms must include with their bid documents a copy of their current certification certificate.**

Notice: The process of becoming a certified MBE-WBE firm may take several weeks.
Please contact our MWBE office at (520) 740-8161 for assistance or further information.

END OF INSTRUCTIONS TO BIDDERS

[Revised 12/2004]

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. BID OPENING:
Bids will be publicly opened and respondents name and bid amount will be read on the date and at the location defined in the *Invitation for Bids*. All interested parties are invited to attend.

2. BID EVALUATION:
Bids shall be evaluated to determine which response is most advantageous to the County considering price, conformity to the specifications and other factors.

The County reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award the purchase order or contract on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified.

3. AWARD NOTICES:
A *Notice of Recommendation for Award* will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement department.

4. AWARD:
Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. The County reserves the right to reject any or all bids, or to waive irregularities and informalities if it is deemed in the best interest of the County. Resulting agreements are not exclusive, are for the sole convenience of Pima County, and County reserves the right to obtain like goods or services from other sources.

A fully executed purchase order or contract mailed, or otherwise furnished, to the selected respondent will result in a binding contract without further action by either party.

5. WAIVER:
Each respondent, by submission of a bid, proclaims and agrees and does waive any and all claims for damages against Pima County or its officers or employees when any of the rights reserved by Pima County may be exercised.

6. INTERPRETATION; APPLICABLE LAW:
The contract shall be interpreted, construed and given effect in all respects according to the laws of the state of Arizona. If any of seller's terms or conditions are not in agreement with Pima County's terms and conditions as set forth herein, Pima County's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

7. PRICE WARRANTY:
Seller shall give Pima County benefit of any price reduction before actual time of shipment except that should Pima County permit shipment to be made prior to specified shipping date. Pima County shall have advantage of any price reduction before shipping date. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

8. PRICE ESCALATION:
In the event that changes in economic conditions are such that Supplier requires price increases for subsequent renewals of the agreement, the respondent shall submit to the County a unit price escalation request with supporting documents justifying the requested increase not later than 90 days prior to the termination date of the current agreement. The request shall cite sources, specific conditions and in detail how they affect the cost of agreement items, and include a listing of those efforts taken to control and reduce costs. County will review the request and determine if it is in the best interest of County to extend the agreement.

STANDARD TERMS AND CONDITIONS (CONT.)

9. QUANTITY:
The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed purchase order or contract change order as required by Pima County Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. DELIVERY:
On -time delivery of goods and services is an essential part of the consideration to be received by Pima County.

All delivery will be made prior to the expiration date of the agreement. Delivery made after the expiration date of the agreement will be at Seller's sole risk and invoices for delivery made after the expiration date of the agreement will be rejected.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price Bid document.

Upon receipt of notification of delivery delay, Pima County at it's sole option may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the County.

To mitigate or prevent damages caused by delayed delivery, County may require contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be contractor responsibility. County reserves the right to procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to County.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of god, or other causes beyond Contractor's control, provided that Contractor provided prompt notice of delay as soon as Contractor had knowledge of said delay.

11. INSPECTION:
All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by Pima County. Goods failing to meet specifications of the order or contract shall be held at seller's risk and may be returned to seller with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of seller.

In lieu of return of nonconforming supplies, Pima County, at it's sole discretion and without prejudice to County's rights under the *Rights and Remedies of Pima County for Default* clause below, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

12. TAXES, FEES, EXPENSES:
Articles sold to Pima County are exempt from federal excise taxes. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents. Pricing evaluations will be based on pre-tax pricing offered by vendor.

13. PAYMENT TERMS:
Payment terms are net 30, unless otherwise specified by the solicitation documents.

14. ACCEPTANCE:
Pima County will not execute an acceptance or authorize payment of any equipment or component prior to delivery and verification that all the specifications have been met.

STANDARD TERMS AND CONDITIONS (CONT.)

15. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:
In the event any item furnished by the seller in the performance of the contract or purchase order should fail to conform to the specifications thereof, or to the sample submitted by the vendor with their bid, Pima County may reject same, and it shall thereupon become the duty of the seller to reclaim and remove the same, without expense to Pima County, and immediately replace all such rejected items with others conforming to the specifications or samples: provided that should the seller fail, neglect, or refuse to do so, Pima County, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the seller the difference between the price named in the contract or purchase order and actual cost to Pima County. In the event the seller shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of Pima County to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the seller, any loss or damage sustained by Pima County in procuring any items which the seller agreed to supply shall be borne and paid for by the seller. The rights and remedies of Pima County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

16. FRAUD AND COLLUSION:
Each respondent, by submission of a bid, proclaims and agrees that no officer or employee of Pima County or of any subdivision thereof has: 1) aided or assisted the bidder in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other bidder; 2) favored one bidder over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the bid. Additionally, during the conduct of business with Pima County that the respondent will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any bid, or bids, colluded with any other party or parties for the purpose of preventing any other bid being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by Pima County.

17. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the County. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the County contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County agreement and are required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be transacted by contract or purchase order between the requesting party and Contractor. Contractor shall hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County agreements can be viewed at the Procurement Department Internet home page: http://www.pima.gov/procure by selecting the link titled *Authorized Use of County Agreements*.

18. PATENT INDEMNITY:
Bidder shall hold Pima County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Bidders may be required to furnish a bond or other indemnification to Pima County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

19. UNFAIR COMPETITION AND OTHER LAWS:
Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

20. CONFLICT OF INTEREST:
All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

STANDARD TERMS AND CONDITIONS (CONT.)

21. NON-DISCRIMINATION:
Respondent shall not discriminate against any County employee, client or individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of performing the respondent's duties pursuant to any contract or purchase order issued as a result of this solicitation. Respondent shall comply with executive order 75-5, as amended by executive order 99-4, which is incorporated into this solicitation by reference as if set forth in full herein.

22. NON-APPROPRIATION OF FUNDS:
Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled at the end of each fiscal year (June 30) if for any reason the Pima County Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Pima County shall have no further obligation, other than for services or goods that have already been received.

23. PUBLIC INFORMATION:
Pursuant to A.R.S. § 39-121.01 et seq., all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

24. AMERICANS WITH DISABILITIES ACT:
Respondent shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

25. PROTESTS:
An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

26. NON-EXCLUSIVE:
Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

27. CANCELLATION:
County reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, contractor shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

28. CONFLICTS:
In the event there are inconsistencies between the agreement documents, following is the order of precedence (superior to subordinate); contract; purchase order or blanket contract; special terms and conditions, standard terms and conditions, instructions to bidders, invitation to bid.

END OF STANDARD TERMS AND CONDITIONS
(Revised July 12, 2005 Replaced #17 with #29)

SPECIAL TERMS AND CONDITIONS

1. SCOPE:
This solicitation is being conducted to establish an indefinite delivery/indefinite quantity annual blanket purchase order to provide Pima County Wastewater Management with polyelectrolyte cationic dry polymer. Such item to be delivered in accordance with the terms of this agreement. This solicitation allows for four (4) one year renewals, at the sole discretion of the County. Although particular County Departments may be identified in this solicitation, all County Departments may utilize the agreement resulting from this solicitation.

2. SUBMITTAL REQUIREMENTS:
The following items must be submitted with the bid submittal:

a. Exhibit B: Price Bid, completed
b. Bid Certification, completed
c. Product Literature, as defined by Special Term & Condition #4 Product Literature
d. Product sample, as defined by Special Term & Condition #5 Sample

3. SPECIFICATIONS:
All Goods and Services shall conform to the *Instructions to Bidders*, and *Standard Terms and Conditions* as modified or added to by the following Specifications:

The complete specifications are defined in Exhibit A: Specifications (1 page).

4. PRODUCT LITERATURE:
Respondents are required to submit brochure and/or descriptive literature giving detailed specifications of the proposed product offered with their bid. This information should include MSDS information.

5. SAMPLE:
Respondent is required to submit a one-day supply of offered product. The sample should be approximately 300 pounds. This sample will be provided to Pima County at no charge. The product sample **must** be delivered to the delivery address below as stated in 6. Pricing. All other items to be delivered to "Submit Bid To" address as defined on page one. The product sample **must be labeled** "Test Sample for IFB #86415". Respondent's name, address and phone number must be clearly marked to identify the source of the product. **Sample is due on or before "Due In And Opens" date and time.**

6. EVALUATION AND AWARD:
Evaluation will be restricted to those submittals determined by the County to be "*responsive*", satisfy all solicitation requirements, and submitted by "*responsible*" respondents.

Evaluation will not be based on unit price only. Evaluation will be based on the "Cost of Product to Produce One Ton of Dry Sludge" as defined in Exhibit A: Specifications. Intent is to make one award to the respondent whose bid is most advantageous to the County considering "Cost of Product to Produce One Ton of Dry Sludge", conformity to the specifications and other factors at the sole discretion of the County.

7. ORDERING:
Releases will be made by COUNTY and transmitted to Supplier via fax.

Contract or Purchase Order administration for the County may be performed by Wastewater Management or the Pima County Procurement Department.

Quantities referred to are estimated quantities, and Pima County reserves the right to increase or decrease these amounts as circumstances may require. No guarantee is made as to the actual quantity of item or items that will be purchased during the term of the agreement. Any increase in excess of a specified Line Item quantity must be made through a fully executed change order or amendment to this Agreement. Pima County shall not be responsible for any overstock by Supplier.

8. PRICING:
All Unit Prices shall include all incidental and associated costs to comply with the *Instructions to Bidders*, *Standard Terms and Conditions* and these *Special Terms and Conditions*.

All pricing shall be "F.O.B. destination freight prepaid" delivered and unloaded to the following destination: Ina Road WPCF, 7101 N. Casa Grande Highway, Tucson, AZ 85743.

SPECIAL TERMS AND CONDITIONS (CONT.)

9. DELIVERY:
As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or release.

Deliveries may be needed Monday through Friday on a bi-monthly or monthly basis. Deliveries must be received between 8 :00 am and 3:00 pm. Normally, order releases will be made at least 7 calendar days prior to required date.

10. ACCEPTANCE:
Acceptance of the goods and services defined by the agreement shall be given by designated staff of Wastewater Management.

11. BILLING:
Seller shall submit Request(s) for Payment/Invoices to the address provided on the purchase order, for goods and services provided in accordance with the agreement. Said documents shall reference the County Purchase Order or Contract number under which the charges authorized, and assign and reference all charges to a particular line item defined by the agreement.

Invoices are not considered received until verified and received by Financial Operations.

12. REPORTING:
Respondent(s) agrees to provide product delivery reports within 15 calendar days of the close of each quarter of the Blanket Contract effective date period. The form and required data is illustrated below. There shall be one such report for each Blanket Contract. Additional reports for each delivery site would also be required. The report shall be in MS Excel File and delivered as an email attachment or on a CD-R computer disc to the Commodity/Contracts Officer of record. Failure by a contractor to submit accurate and timely usage reports against this contract may result in cancellation. Report should include all items sold. The numbers used in this form are for example purposes only.

Usage Report for Blanket Contract #_____ **BC Total Award Amount $100,000.00**
Delivery Reporting Period From xx-xx-xxxx through xx-xx-xxxx

Item No.	Description	UOM	Unit Price	Delivered YTD Quantity	Delivered YTD Amount	% Of BC Used YTD*
1	Polyelectrolyte cationic dry polymer	Pound	$1.00	10,500	$10,500.00	
TOTAL OF ALL ITEMS					$10,500.00	10.5

* % Of BC Used YTD=(Delivered YTD Amount/BC Total Award) x 100

Example: (10,500/100,000) x 100 = 10.5

Note: The above table is an example report only and may not reflect actual pricing or purchase order amount.

13. PROCUREMENT CONTACT:
Questions regarding this solicitation should be submitted in writing to Procurement Department, Attention: Mary Jo Furphy. All submittals shall reference the Solicitation Number and Title. Questions submitted within 8 days of the solicitation Due Date may not be answered.

Fax: (520) 798-1484 email: maryjo.furphy@pima.gov

USPO Mail or deliver to the following address:
Pima County Procurement Department; 130 W. Congress, 3rd Floor; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

END OF SPECIAL TERMS AND CONDITIONS

Refer to IFB# 86415

EXHIBIT B: PRICE BID
(ONE PAGE)

Respondent's Name: _____

ITEM #	DESCRIPTION	PRODUCT AND PACKAGING OFFERED	ESTIMATED QUANTITY	UOM	UNIT PRICE
1	Polyelectrolyte Cationic Dry Polymer	_____	165,000	Pound	$_____

Guaranteed Delivery A.R.O.:_____
Provide the number of calendar days that delivery is guaranteed after Receipt of Order, or Order Release.

SALES TAX TYPE	ITEM #'S AFFECTED	TAXING JURISDICTION	SALES TAX %	SALES TAX $ (IF ANY)

Submitted by (Printed name/Title)_____ Initials_____ Date_____

END OF EXHIBIT B: PRICE BID

Refer to IFB# 86415

BID CERTIFICATION

RESPONDENT SHALL COMPLETE THE FOLLOWING INFORMATION IN INK AND SUBMIT WITH THEIR BID

Print or type in ink the requested information. **TYPEWRITTEN RESPONSES ARE PREFERRED**.

BID SUBMITTED BY:

COMPANY LEGAL NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ e-MAIL: _____

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: _____

CITY, STATE, ZIP: _____

LIST SOLICITATION ADDENDA (Failure to do so may be cause for rejection of bid as non-responsive)

ADDENDA NO. _____ DATE_____ ADDENDA NO. _____ DATE_____ ADDENDA NO. _____ DATE_____

ADDENDA NO. _____ DATE_____ ADDENDA NO. _____ DATE_____ ADDENDA NO. _____ DATE_____

MINIMUM QUALIFICATIONS
If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Qualifications, and indicate what/if attachments are submitted. Attachments? Yes/No.

List Title(s) & No. of Pages:

_____

REQUIRED MWBE INFORMATION

Is this firm a Women-Owned Business? Yes ☐ No ☐
Is this firm a Minority-Owned Business? Yes ☐ No ☐
Are you currently certified by any Agency? Yes ☐ No ☐ If so, Agency Name: _____

Is Respondent a certified Local and MWBE Supplier Eligible for MWBE Preference? Yes No (Select one)

If 'Yes', **attach** and so indicate that a copy of LOCAL MWBE Certification document is attached: Yes No (Select one)

**** BID DOCUMENT SHALL BE SIGNED BY A REPRESENTATIVE OF THE FIRM AUTHORIZED TO LEGALLY BIND THE FIRM ****

By signing and submitting these bid documents, the undersigned certifies that all information submitted is accurate, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their bid, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation.

SIGNATURE: _____ DATE: _____

_____
PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE SIGNING THE BID

PHONE AND E-MAIL: _____

EXHIBIT A: SPECIFICATIONS
(ONE PAGE)

I. General Specifications

Product must be provided by a reputable chemical supplier who is technically knowledgeable with the specific product. Supplier must comply with all applicable local, state and federal regulations associated with the handling and transportation of the product. Product must be currently available on the market.

II. Item Specifications

Polyelectrolyte cationic dry polymer must demonstrate an ability to effectively thicken anaerobically digested sludge (biosolids), which are approximately 1.8-2.0% total solids. Dry polymer must be delivered in bulk bags or super sacks which are compatible with the existing Pima County Wastewater Management polymer wetting unit equipment at the Ina Road WPCF Regional Biosolids Handling Facility. The existing equipment is US Filter/Stranco, model # SP60101626.

III. Product Performance Evaluation

Product performance evaluation will be a two-step process. All submitted samples will be evaluated during the first step. Products that meet the effectiveness criteria stated below will be placed on a short list for the second step on the product evaluation. The short list will be limited to a maximum of three products.

A. Step one will be the evaluation of submitted samples. All products will be evaluated using the same process equipment, centrifuge and polymer wetting units. Polymer will be mixed to an approximate 0.45% solution. Ina Road personnel will collect discrete samples, which will be analyzed by the on-site lab. Products will be evaluated for the effectiveness based on the following criteria:

1. Ability to thicken sludge to approximately 8.0 –9.0% total solids.
2. Ability to maintain centrate quality to approximately .25% total solids.
3. Ability to achieve % solids recovery of approximately 90%.

If more than three products meet step one's criteria, the three best products will be placed on the short list. This means the products that have the highest percentage for total solids in sludge, the lowest percentage of total solids in centrate and the highest percentage of solids recovery.

B. Step two will consist of vendors who meet step one's effectiveness criteria. Pima County will contact the respondents who qualify for step two within approximately two weeks of bid opening. Pima County Wastewater Management (PCWWM) will purchase approximately a one-week supply to perform further testing for bid evaluation. This order must be delivered as required by PCWWM, but no sooner than 7 business days from issuance of order. Bid evaluation is based on the cost of product to produce one ton of dry sludge.

The formula that will be used is: Unit Price x Pounds Used = Cost of Product to Produce One Ton of Dry Sludge

Unit Price is the price given be respondent on Exhibit B: Price Bid

Pounds Used will be the actual amount of polymer used by PCWWM to produce one ton of dry sludge under real conditions in the existing plant at the Ina Road location.

One Ton of Dry Sludge is the desired outcome and the equal factor in the equation for all evaluations.

An example is. Vendor A offers a unit price of $1.10. To produce one ton of dry sludge, PCWWM had to use 12.5 pounds. The formula would be: $1.10 x 12.5 pounds = $13.75.

$13.75 is the cost of product to produce one ton of dry sludge. For vendor A, the figure used to evaluate would be $13.75.

END OF EXHIBIT A: SPECIFICATIONS

SNF POLYDYNE
Polydyne, Inc. One Chemical Plant Road P.O. Box 273 Riceboro, GA 31323

July 10,2006

Mr. Greg Stack
City of Avondale WWTP

Mr. Stack:
SNF Polydyne is pleased to offer the City of Avondale WWTP the following piggyback option off of the current contract we have with Pima County, AZ. The contract was won by going through a competitive bid process, including plant field evaluations and awarded in December, 2005.

The current contract is a one year contract, ending Dec 14, 2006, with 4 one year extension options for cationic dry polymer used for their centrifuge application at the Ina Road WWTP.

We are offering to you to keep the price, $1.59/lb including state tax, firm for the period of July 17, 2006 through December 13, 2007. This will protect your already low price for another 18 months with unstable oil prices on the horizon.

At that time, you would have the option of continuing the piggyback for the final 3 years of the contract but paying the same price that Pima County agrees to pay if there are any price increases or decreases in the final three years of contract renewals.

We appreciate your business and are looking forward to working with you and your staff on upcoming projects at your facilities. Please call me if you have any question or need any additional information.

Best Regards,
Frank Cimino
SNF Polydyne
Regional Sales Manager
909-214-4338

cc: Polydyne Bids and Contracts Dept.

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement Amendment No. 1 - Clear Creek for Well 25

MEETING DATE:
September 20, 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 Amendment No. 1 to the Professional Services Agreement with Clear Creek Associates for additional hydrogeologic services for Well 25 in the amount of $11,150 for a total of $117,893, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

On April 5, 2010, City Council approved a Professional Services Agreement with Clear Creek Associates for further testing and swaging Well 25 in an attempt to limit the Nitrate concentration. See attached vicinity map. This work was completed, with some success. After the well was cleaned and tested, it was observed that there is still a short segment of well casing that is still leaking in the upper water zones. With this amendment, Clear Creek will do the additional swaging necessary to shut off these leaks, which should further improve the water quality.

BUDGETARY IMPACT:

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

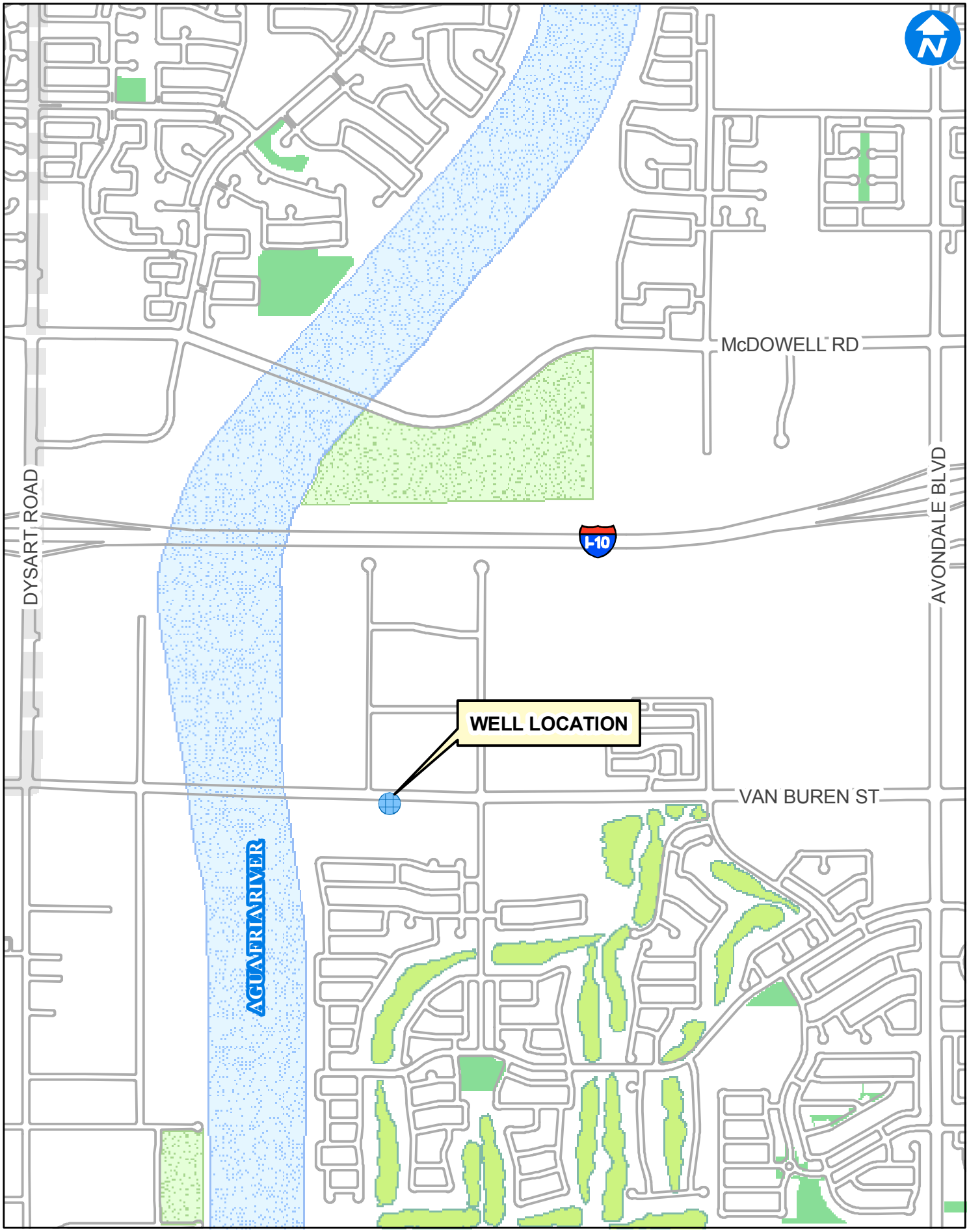
RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with Clear Creek Associates for additional hydrogeologic services for Well 25 in the amount of $11,150 for a total of $117,893, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

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

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of September 20, 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 and the Consultant entered into a Professional Services Agreement dated April 5, 2010, for hydrogeologic services related to Well No. 25 (the "Agreement").

B. The City has determined that additional services are required to complete the project (the "Additional Services").

C. The City and the Consultant desire to enter into this First Amendment to provide for the Additional Services, extend the term of the Agreement and to increase the Consultant's compensation.

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 to amend the Agreement as follows:

1. Term of the Agreement. The term of this Agreement is hereby extended from July 31, 2010, to October 29, 2010.

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

3. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than $11,150.00 from $106,743.00 to $117,893.00 as consideration for the Additional Services as more particularly set forth in the Additional Scope of Work attached hereto as Exhibit A.

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

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**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
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CLEAR CREEK ASSOCIATES, P.L.C.

[Additional Scope of Work]

See following pages.

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

August 11, 2010

Mr. Michael Smith
City of Avondale
Water Resources Department
399 East Lower Buckeye Road
Avondale, AZ 85323

Re: Patch Installation for the Well 25 Modification

Dear Mr. Smith:

Dynamic spinner logging conducted during the final aquifer testing on Avondale Well #25 showed that water was still entering the well from the cemented portion above the original screen. Approximately 25% of the discharge total was entering the well between the 320 and 340 foot depth. According to data collected during the well drilling and installation, this area is the transition from the poor quality upper aquifer to the better quality middle unit aquifer. Analytical results of samples collected during this testing seemed to indicate that although concentrations below the drinking water limit were observed during the testing, the concentrations appeared to be stabilizing above the limit of 10 mg/L. To maximize the potential of keeping the nitrate concentration below the 10 mg/L threshold, it is recommended that additional casing patches be placed between the 320 and 340 feet bellow ground surface. As demonstrated with the previous patches, they are a relatively cost effective solution. In order to install patches effectively in this interval of the well, the residual cement on the side of the casing wall will need to be removed.

We have obtained costs from Longmire Well Service to attempt to knock the residual cement off the casing using their hydraulic swedge tool with a casing knife attachment. The tool will be installed to the appropriate depth and opened and closed repeatedly through the interval where residual cement poses a problem for the patch installation. The pressure applied to the tool will not be great enough to puncture the casing, but enough to break the cement off. After the cement removal is attempted, Longmire will conduct a video survey of the results. If the cement removal is successful, the additional patches will be installed. If the video indicates that the cement is not being sufficiently removed, the additional patching will be canceled.

Clear Creek Associates estimates the cost to conduct this additional work is $18,150, and is broken as follows:

Longmire Well Service	**$17,250**
Clear Creek Associates (Additional Reporting and Video Reviews)	**$900**
SUBTOTAL	**$18,150**
Remaining CCA Budget	**($7,000)**
TOTAL ADDITIONAL REQUEST	**$11,150**

Due to the shortening of the previous aquifer testing, Clear Creek Associates has approximately $7,000 of budget remaining in the current project to use toward this additional work (approximately $8,000 less $1,000 to finish and produce copies of the final report after completion of the additional work). Given the remaining budget, if the cement removal is successful and the additional patches are installed, $11,150 in additional funding is requested to finish this project.

If this proposed method and funding option are acceptable to the City, please indicate your approval on the space provided below and return a copy to us. We will schedule the patch installation immediately upon approval.

We also understand that our On-Call Services contract with the City of Avondale has expired (July 31, 2010). Please consider this letter a request for an extension of our current contract until the final Well Modification Report has been completed and submitted. We expect all tasks on this project to be completed by October 1, 2010.

CLEAR CREEK ASSOCIATES

If you have any questions about this proposed action, please give me a call.

Sincerely,
Clear Creek Associates

Thomas R. Suriano, R.G.
Principal Hydrogeologist

AUTHORIZATION OF AND AGREEMENT TO SCOPE OF WORK, COST ESTIMATE:

Signature: _____

Printed Name: _____

Title: _____

Contracting Entity: _____

Date: _____

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Professional Services Agreement - Dibble & Associates for Well 25

MEETING DATE:
September 20, 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 Amendment No. 1 to the Professional Services Agreement with Dibble & Associates for the design of Well 25 well site improvements in the amount of $29,265 for a total of $154,730 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

DISCUSSION:

On December 14, 2009, City Council approved a Professional Services Agreement with Dibble & Associates for the design of well head facilities for Well 25. See attached vicinity map. Coincidently, two other wells were being constructed (Wells 20 and 24.) During the construction of these wells, additional facilities and standards were developed and need to be implemented with the Well 25 design. As the Well 25 design was delayed, design of the Onsite Sodium Hypochlorite Generation System that was initially approved under a separate design contract is being moved to this design effort for better design coordination. The savings from that contract will be used to supplement the design effort on this project.

BUDGETARY IMPACT:

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

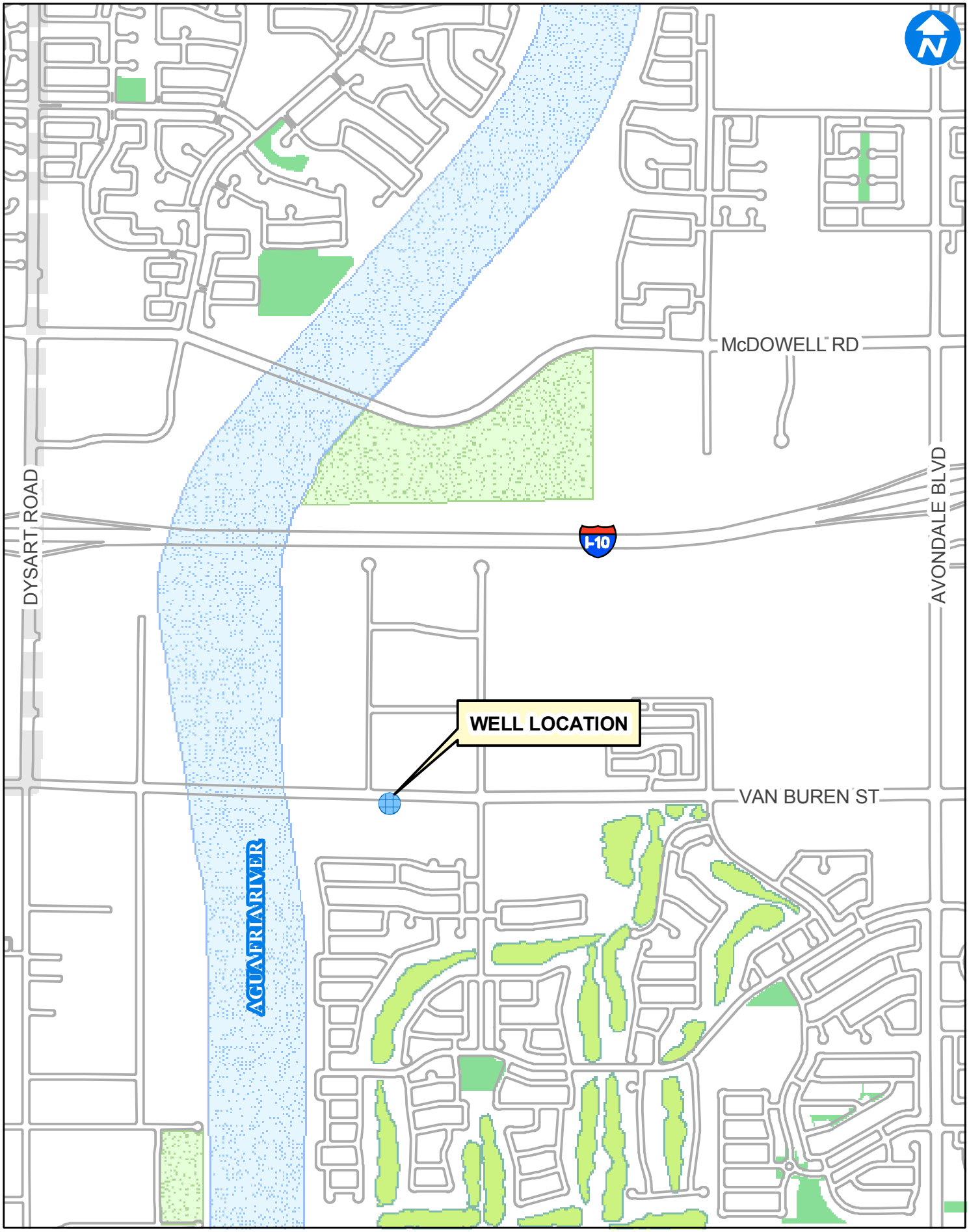
RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dibble & Associates for the design of Well 25 well site improvements in the amount of $29,265 for a total of $154,730 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

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of September 20, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and Consultant entered into a Professional Services Agreement dated December 14, 2009 (the "Agreement") for design engineering and construction management services for well site improvements at Well 25 (the "Project").

B. The City has determined that additional design and post-design services (the "Additional Services") are required in connection with the Project.

C. The City and the Consultant desire to enter into this First Amendment to provide for the Additional Services, extend the term of the Agreement and to increase the Consultant's compensation.

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. The term of the Agreement is hereby extended through October 31, 2011.

2. Scope of Work. The Consultant shall provide the Additional Services as set forth in Change Order No. 1, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than $29,265.00 from $125,465.00 to $154,730.00 as consideration for the Additional Services.

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

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

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Consultant**"

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by _____ as _____ of DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., an Arizona corporation, on behalf of such corporation.

_____
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 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:

_____

EXHIBIT A
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Change Order No. 1]

See following pages.

Dibble Engineering

7500 North Dreamy Draw Drive
Suite 200
Phoenix, Arizona 85020
phone 602.957.1155
fax 602.957.2838
www.dibblecorp.com

August 25, 2010

Mr. Michael N. Smith, P.E.
City of Avondale
399 East Lower Buckeye Road
Avondale, AZ 85323

Re: Change Order No. 1
Well No. 25

Dear Mike:

Pursuant to our discussions regarding Well No. 25, it is our understanding that several elements of the proposed design will change from the original design scope. The elements include the addition of a disinfection system and associated enclosure, nitrate analyzer and associated enclosure (along with supply and drain piping), a motorized gate operator, a water quality sampling point and other elements.

Dibble Engineering proposes Change Order No. 1 to address the additional design of these elements as well as the associated construction services, including an extension of the anticipated construction duration. Change Order No. 1 is summarized as follows:

Base Contract Amount:	**$125,465.00**
Proposed Change Order No. 1:	**$ 29,265.00**
Revised Total Contract Amount:	**$154,730.00**

The proposed scope of work and associated fee proposal are attached. We appreciate our long standing relationship with the City and look forward to starting design and construction of this project. Should you have any questions regarding this matter, please don't hesitate to contact me.

Sincerely,

Dibble Engineering

Jason R. Fort, P.E.
Vice President

Enclosure

CITY OF AVONDALE

WELL No. 25

DESIGN PHASE AND CONSTRUCTION PHASE SERVICES

CHANGE ORDER No. 1

August 25, 2010

INTRODUCTION AND DESCRIPTION

Dibble Engineering (Dibble) is providing design phase services and construction phase services for the design and construction of well site improvements to City of Avondale (City) Well No. 25. Based on discussion with City Public Works personnel, elements of the site design will be modified from the original scope of work. The modifications to the original scope of work include the following:

- Addition of an onsite sodium hypochlorite generation system (design assumed to be based on MicroClor system provided by Process Solutions, Inc.)
- Addition of a motorized gate operator on the exterior security wall
- Addition of a nitrate analyzer with enclosure and associated supply and drain piping
- Addition of a variable frequency drive in lieu of a solid state soft starter for the well pump motor control
- Addition of a raw water sampling station (anticipated to be used for chlorine sampling)
- Addition of a well level monitoring system (level transducer)
- Addition of Hart protocol for continuous flow meter monitoring.
- Coordination and submittal of Maricopa County New Drinking Water Source Approval

Since design has not yet commenced, the scope modifications will be made by addition of labor to the original scope tasks. These tasks are identified in the following Scope of Work.

SCOPE OF WORK

Task 1: Data Collection: Additional background data collection is anticipated for the added elements, including coordination and sizing of disinfection system.

Task 2: Design Survey / Base Mapping: No additional services required.

Task 3: Utility Coordination: No additional services required.

Task 4: Construction Document Preparation

Task 4.1: Preliminary Design (60%): Additional construction plans and specifications will be prepared for the added design elements.

Task 4.2: Final Design (95%): Additional construction plans and specifications will be prepared for the added design elements.

Task 4.3: Bid Documents (100%): Additional construction plans and specifications will be prepared for the added design elements.

Task 5: Permitting: Dibble will prepare and submit the Maricopa County Environmental Services Department New Drinking Water Source Approval application. The City will be responsible for providing Dibble with water quality data as required for the New Source application.

Task 6: Bidding Phase Assistance: No additional services required.

Tasks 7: Project Management / Coordination and Meetings: Additional coordination will be completed for the added scope elements. One additional project coordination meeting is anticipated.

Task 8: Preconstruction Meeting: No additional services required.

Task 9: Site Visits: No additional services required.

Task 10: Requests for Information: Scope assumes one (1) additional Request for Information will be submitted by the Contractor for the added scope elements.

Task 11: Shop Drawing: Scope assumes four (4) additional shop drawing submittals will be submitted by the Contractor for the added scope elements.

Task 12: Work Change Directives: No additional services required.

Task 13: Record Drawings: Additional record drawings will be prepared for the added design elements.

Task 14: Project Closeout: No additional services required.

New Task 15: Attend Construction Meetings: Dibble will attend periodic construction meetings as requested by the City and/or the construction manager. We assume attendance at four (4) construction meetings will be required.

SUBCONSULTANT – CONSTRUCTION MANAGEMENT AND INSPECTION

Oridian Construction Services, LLC, a Dibble Company, will provide additional construction management and inspection services in accordance with the attached scope of work.

SUBCONSULTANT – ELECTRICAL ENGINEERING

DARcor and Associates will provide additional electrical engineering design and construction services in accordance with the attached scope of work.

DIRECT EXPENSES AND ALLOWANCES

Permit Fees: Dibble will pay MCESD New Source Approval permit review fees. The City will reimburse permit review fees as a direct expense.

SCHEDULE and CONTRACT TIME

Dibble proposes to extend the contract period by a period of one year to October 28, 2011. This anticipates extension of the construction period from approximately 150 days to approximately 180 days.

END SCOPE OF WORK

Change Order No. 1
City of Avondale
Well No. 25

STAFF HOURS AND FEE PROPOSAL

Dibble Engineering Staff Hours By Task

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Survey Manager RLS	Survey Technician LSIT	2-Man Survey Crew	Admin Assistant	Total
Well Site Improvements											
	DESIGN PHASE SERVICES										
1	Data Collection	2		2							4
2	Design Survey/Base Mapping										
3	Utility Coordination										
4.1	Preliminary (60%) Design Submittal	2		4	4	8				1	19
4.2	Final (95%) Design Submittal	1		2	4	6				1	14
4.3	Bid Document (100%) Submittal	1		2	4	4				1	12
5	Permitting			2							2
6	Bidding Assistance										
7	Project Management/Coordination & Meetings	2		2						1	5
	SUBTOTAL	**8**		**14**	**12**	**18**				**4**	**56**
	CONSTRUCTION PHASE SERVICES										
8	Preconstruction Meeting										
9	Site Visits	2		2							4
10	Requests for Information	1		2	1	2				1	7
11	Shop Drawings	2		8	2						12
12	Work Change Directives										
13	Record Drawings	1		2		4				1	8
14	Project Closeout										
15	Attend Construction Meetings (4)	2		8						2	12
	SUBTOTAL	**8**		**22**	**3**	**6**				**4**	**43**
Total		**16**		**36**	**15**	**24**				**8**	**99**

Dibble Engineering Labor Fee By Task

Task	Design Phase Services	Project Manager	QA/AC Manager	Project Engineer	Assistant Engineer	CAD Technician	Survey Manager RLS	Survey Technician LSIT	2-Man Survey Crew	Admin Assistant	Total
	Personnel Rates (Incl. O.&P.)	$ 135.00	$ 125.00	$ 120.00	$ 95.00	$ 80.00	$ 135.00	$ 85.00	$ 130.00	$ 45.00	
Well Site Improvements											
	DESIGN PHASE SERVICES										
1	Data Collection	$270		$240							$510
2	Design Survey/Base Mapping										
3	Utility Coordination										
4.1	Preliminary (60%) Design Submittal	$270		$480	$380	$640				$45	$1,815
4.2	Final (95%) Design Submittal	$135		$240	$380	$480				$45	$1,280
4.3	Bid Document (100%) Submittal	$135		$240	$380	$320				$45	$1,120
5	Permitting			$240							$240
6	Bidding Assistance										
7	Project Management/Coordination & Meetings	$270		$240						$45	$555
	SUBTOTAL	**$1,080**		**$1,680**	**$1,140**	**$1,440**				**$180**	**$5,520**
	CONSTRUCTION PHASE SERVICES										
8	Preconstruction Meeting										
9	Site Visits	$270		$240							$510
10	Requests for Information	$135		$240	$95	$160				$45	$675
11	Shop Drawings	$270		$960	$190						$1,420
12	Work Change Directives										
13	Record Drawings	$135		$240		$320				$45	$740
14	Project Closeout										
15	Attend Construction Meetings (4)	$270		$960						$90	$1,320
	SUBTOTAL	**$1,080**		**$2,640**	**$285**	**$480**				**$180**	**$4,665**
Total		$2,160		$4,320	$1,425	$1,920				$360	$10,185

SUBCONSULTANTS				
Item	**Unit**	**Cost/Unit**	**Qty**	**Total**
Electrical Engineering Design (DARcor)	Lump Sum	$ 5,105	1	$ 5,105
Electrical Engineering Construction (DARcor)	Lump Sum	$ 2,710	1	$ 2,710
Construction Management (Oridian)	Lump Sum	$ 10,840	1	$ 10,840
TOTAL, Subconsultants				**$ 18,655**

DIRECT COSTS and ALLOWANCES				
Item	**Unit**	**Cost/Unit**	**Qty**	**Total**
MCESD NSA Permit Fees	Lump Sum	$ 425	1	$ 425
TOTAL, Direct Costs and Allowances				**$ 425**

FEE SUMMARY	**Fee**
Design Phase Services (Dibble Engineering and Subconsultants)	$ 10,625
Construction Phase Services (Dibble Engineering and Subconsultan	$ 18,215
Direct Expenses	$ 425
CHANGE ORDER No. 1 FEE TOTAL	**$ 29,265**

August 17, 2010

Dibble Engineering
7500 N. Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020-4660

Attn: Mr. Jason Fort, P.E.

RE: Avondale Well 25 Design and Construction
Avondale, Arizona

Dear Jason:

The following change order is to add the following items to the above referenced project. The following items were either specifically excluded from the original proposal dated November 5, 2009 or were unknown at the time. Many of these items were items that were added during construction of Well 20 and Well 24.

1. Add design for MicroClor onsite chlorine generation/disinfection system
2. Add a well level transmitter
3. Add a nitrate analyzer
4. Add a motorized gate
5. Spec flowmeter with Hart protocol
6. Coordinate with City and City's programmer when writing RTU spec and control descriptions (programming will be done by City's programmer, not the contractor)

Design Phase

The following is a breakdown of the additional manhours and fee for the work described above during the design phase.

Principal:	4	Hours	@ $175/hr	=	$ 700.00
Engineer:	12	Hours	@ $140/hr	=	$1,680.00
Sr. Designer:	16	Hours	@ $100/hr	=	$1,600.00
Drafting:	16	Hours	@ $65/hr	=	$1,040.00
Admin:	1	Hour	@ $60/hr	=	$ 60.00
Expenses:				=	$25.00
		Total Change Order Request		=	**$5,105.00**

Design phase notes:

1. Change order does not include any additional meetings during design. Additional meetings will be billed on a time and expense basis as a reimbursable expense.
2. Proposal assumes design for the chlorination system, well level transmitter, nitrate analyzer, motorized gate and flowmeter will be identical to Wells 20 and 24.

DARCOR & ASSOCIATES, INC
2920 E. MOHAWK LANE, SUITE 103 • PHOENIX, AZ • 85050
Phone: (602) 795-2699 • Fax: (602) 795-2647

3. Coordination with the City and City's programmer for PLC/RTU and control descriptions includes correspondence by phone and email only. It does not include meetings.

Construction Phase

The following is a breakdown of the additional manhours and fee for the work described above during the construction phase.

Principal:	4	Hours	@ $175/hr	=	$ 700.00
Engineer:	6	Hours	@ $140/hr	=	$ 840.00
Sr. Designer:	8	Hours	@ $100/hr	=	$ 800.00
Drafting:	4	Hours	@ $65/hr	=	$ 260.00
Admin:	1	Hour	@ $60/hr	=	$ 60.00
Travel and delivery Expenses:				=	$60.00
			Total Change Order Request	=	**$2,720.00**

Construction phase note:

1. Change order does not include any additional meetings during construction. Additional meetings will be billed on a time and expense basis as a reimbursable expense.

Total change order for design and construction services = $ 7,825.00

Please acknowledge acceptance of this change order by initialing this and faxing it back to us or send us an amendment to our contract. Do not hesitate to call if you have any questions.

Sincerely,

Darwin Reynolds, P.E.
President

DARCOR & ASSOCIATES, INC
2920 E. MOHAWK LANE, SUITE 103 • PHOENIX, AZ • 85050
Phone: (602) 795-2699 • Fax: (602) 795-2647

ORIDIAN

Scope of Work
Construction Management and Inspection Services

City of Avondale
Well No. 25
CHANGE ORDER NO. 1

Definitions

Owner:	City of Avondale, Arizona, hereinafter called the City.
Construction Manager:	Oridian Construction Services, LLC
Design Engineer:	Dibble Engineering, hereinafter called Engineer

Section 1.0 – Pre-Construction Services

No additional pre-construction activities are required due to this changer order. See the original contract scope of work for pre-construction activities.

Section 2.0 – Contractor Submittals/RFIs

ORIDIAN shall provide the following services:

2.1 Receive and distribute submittals and RFIs to Engineer for review, and return them to the contractor for appropriate action. Maintain a document file tracking system of all contractor submittals and RFIs – including a submittal schedule, and take action as needed to keep the process on schedule.

Section 3.0 – Inspection Services

ORIDIAN shall provide the following services:

3.1 Communicate and coordinate with the City's field representatives, Dibble Engineering, and DARcor & Associates for all special inspections required.
3.2 Review the inspection and test reports prepared by others for the installation, testing and certification of the equipment included in this change order. Evaluate the results against the project specifications and report findings to the Engineer for timely decisions as needed.
3.3 Provide observations and inspections for the City on the installation of all equipment included in this change order. Prepare inspection reports on Oridian standard report forms and report any observed deviations from the specifications to the Engineer. Provide monitoring/witness of equipment operations during start-up and testing period.

Section 4.0 – Contract Administration Services

ORIDIAN shall provide the following services:

4.1 Conduct construction progress meetings to review the current schedule and work progress and to facilitate resolution of construction issues. Conduct and/or attend other project meetings as needed to resolve specific issues that may arise during construction. Prepare minutes of the meetings for distribution to the attendees and other affected parties.

4.2 Maintain files and documentation of all information related to the project including correspondence, inspection reports, test reports, pay applications, progress schedules, meeting minutes, change orders, and job photos. This information will be included with other project documentation in a written final project report.

4.3 Represent the Engineer and Owner on the project by communicating/transmitting all instructions and orders – both written and verbal – in a timely manner. Enforce those instructions through inspections and administrative follow-up as needed to assure compliance. Prepare change orders when required based on the Engineer's direction.

4.4 Assist the Engineer and Owner as needed to research and seek resolution of issues that may arise due to unforeseen conditions and/or contractor-initiated change proposals.

Section 5.0 – Project Close-Out Services

No additional project close-out activities are required due to this change order. See the original contract scope of work for project close-out services.

Schedule – This change order adds 30 calendar days to the original contract time of 150 calendar days, for an amended total contract time of 180 calendar days.

DATE: August 25, 2010 CONTRACT NO.:

FIRM: Oridian Construction Services PROJECT NO.:

PROJECT: **City of Avondale Well 25 (Change Order #1)**
Construction Management Services

New Contract ____

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Estimated Manhours	Rate	Labor Costs
Project Principal	0	$125.00	$ 0
Construction Manager	52	$110.00	5,720
Inspection Supervisor	0	$95.00	0
Senior Inspector	64	$80.00	5,120
Secretary/Clerical	0	$40.00	0
	0	$0.00	0
Total	**116**	-	-

Total Estimated Labor $ 10,840

ESTIMATED ALLOWANCE FOR DIRECT COSTS
(Listed by Item at Estimated Actual Cost - NO MARKUP)

1. Supplies & Misc. $
2. Mileage (@ $0.50/ mile) $

Sub-Total Allowances for Direct Costs $ 0

SUBCONSULTANT SERVICES

Sub-Total Allowances for Subconsultants $ 0

TOTAL ESTIMATED COST TO CONSULTANT

Estimated Labor	$	10,840
Direct Costs	$	0
Subconsultant Costs	$	0
TOTAL ESTIMATED FEE	**$**	**10,840**

FIRM: Oridian Construction Services

PROJECT **City of Avondale Well 25 (Change Order #1)**
Construction Management Services

DATE: August 25, 2010

ESTIMATED MANHOURS

PHASE	PROJECT PRINCIPAL	CONSTR MANAGER	INSPECTION SUPERVISOR	SENIOR INSPECTOR	SECRETARY/ CLERICAL		TOTAL HOURS
1.0 Pre-Construction Services							0
(included in original contract scope of work)							0
							0
2.0 Contractor Submittals/RFIs							0
2.1 Process 6 contractor submittals & 1 RFI		4					4
							0
3.0 Inspection Services							0
3.1 Coordinate & schedule special inspections							0
3.2 Review inspection & test reports		8					8
3.3 Observe equipment installations				64			64
							0
							0
4.0 Contract Administration Services							0
4.1 Conduct progress and special meetings		16					16
4.2 Assemble & maintain project documentation		12					12
4.3 Transmit instructions from the Engineer		4					4
4.4 Assist with issue resolution		8					8
							0
5.0 Project Close-out Services							0
(included in original contract scope of work)							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
TOTALS	0	52	0	64	0	0	116

CITY COUNCIL REPORT

SUBJECT:
Sole Source Purchase Agreement - Bridgeport Manufacturing Truck Manufacturing, Inc.

MEETING DATE:
September 20, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the sole source procurement of parts for solid waste vehicles from Bridgeport Manufacturing and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

In 2005 the City began purchasing solid waste vehicles manufactured by Bridgeport Manufacturing. The City currently has nine Bridgeport trucks in the fleet. The City is responsible for all maintenance and repairs excluding those covered by the initial warranty.

DISCUSSION:

In order to properly maintain the solid waste fleet, parts for maintenance and repairs must be purchased. Bridgeport Manufacturing is the original equipment manufacturer (OEM) for these parts; no aftermarket parts are available for this brand. For this reason staff is requesting Council approve a sole source procurement through this manufacturer. Notice of the planned sole source procurement was published for one week in the West Valley View on August 3 & 6, 2010, as required by the City's procurement code.

The term of the agreement is for one year and will automatically renew for up to four successive one-year terms unless terminated according to the provisions in the agreement.

BUDGETARY IMPACT:

Staff estimates between $20,000 and $40,000 worth of parts will be purchased per fiscal year. There will be no impact to the budget as repair and maintenance parts for solid waste vehicles has already been included.

RECOMMENDATION:

Staff recommends that the City Council approve the sole source procurement of parts for solid waste vehicles from Bridgeport Manufacturing and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

- Purchase Agreement- Bridgeport Manufacturing

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BRIDGEPORT TRUCK MANUFACTURING INC.

THIS PURCHASE AGREEMENT (this "Agreement") is made as of September 20, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Bridgeport Truck Manufacturing Inc., a Texas corporation (the "Vendor").

RECITALS

A. Vendor is in the business of manufacturing and selling solid waste removal vehicles ("Vehicle") and replacement parts ("Replacement Parts") for such Vehicles.

B. The City currently operates nine Vehicles, which were manufactured by Vendor.

C. The City has determined that, because Vendor is the sole manufacturer and retailer of Replacement Parts necessary to keep the Vehicles in good working order, a sole source procurement is appropriate pursuant to the Avondale City Code, Section 25-23.

D. The City and Vendor desire to enter into an agreement for the City to purchase the Replacement Parts from Vendor.

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 Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (the "Renewal Terms"), subject to termination as provided in Section 23 below. At least 30 days prior to the termination of either the Initial Term or any of the Renewal Terms, either party may provide written notification to the other party of its intention not to renew this Agreement.

2. Purchase of Replacement Parts. Vendor shall provide to the City the Replacement Parts under the terms and conditions of this Agreement, on an as-needed basis pursuant to purchase orders issued by the City.

3. Compensation. The City shall pay Vendor an aggregate price not to exceed $40,000.00 for the Replacement Parts during each of the Initial Term and the Renewal Terms. The Vendor shall not provide any Replacement Parts under this Agreement until the Vendor receives an executed purchase order from the City.

4. Payments. The Vendor will be paid on the basis of invoices submitted following acceptance of the Replacement Parts. All invoices shall document and itemize all Replacement Parts delivered and shall include the purchase order number authorizing the transaction to the City Accounts Payable address indicated on the face of the purchase order, unless otherwise specified. All transportation charges must be prepaid by the Vendor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Replacement Parts, whichever is later.

5. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion and delivery of Replacement Parts required pursuant to this Agreement.

6 Deliveries. Time is of the essence for all orders placed under this Agreement. Delivery shall be made to:

Avondale Fleet Services
395 East Lower Buckeye Road
Avondale, Arizona 85323

Vendor shall retain title and control of Replacement Parts until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged Replacement Parts and shall assist the Vendor in arranging for inspection. The City reserves the right to cancel and reject the Replacement Parts upon default by Vendor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the purchase order.

7 Quantity. The quantity of Replacement Parts ordered, as reflected on the purchase orders issued by the City must not be exceeded or reduced without the City procurement representative's permission in writing except in conformity with acknowledged industry tolerances.

8. F.O.B. Unless otherwise agreed to in writing, signed by the City Manager or designee, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

9. Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Agreement. Vendor shall be responsible for safe packing which must conform to the requirement of carrier's tariffs. All shipments must carry the correct quantity, product identification, purchase order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to assure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay.

10. Performance Warranty. All Replacement Parts supplied under this Agreement shall be fully guaranteed by the Vendor for a minimum period of one year from the date of

acceptance by the City. Any defects in design, workmanship or materials that would result in non-compliance with the terms of this Agreement shall be fully corrected by the Vendor (including parts and labor) without cost to the City. Vendor further agrees to execute any special guarantees as provided by the Agreement or by law. Contactor shall require similar guarantees from all of its vendors or its subcontractors. Vendor shall include a complete and exclusive statement of the product warranty.

11. Price Warranty. Vendor shall give the City the benefit of any price reductions before actual time of shipment, except that should the procurement representative of the City permit shipment to be made prior to specified shipping date that the City shall have advantage of any price reduction before specified shipping date.

12. Inspection; Acceptance. All Replacement Parts are subject to final inspection and acceptance by the City. Replacement Parts failing to conform to the provisions of this Agreement will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming material, the City may elect to do any or either of the following by written notice to the Vendor: (A) waive the non-conformance; or (B) bring material or service into compliance and withhold the cost of same from any payments due to the Vendor.

13. Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of (1) any other terms of this Agreement or (2) that condition for subsequent shipments.

14. No Replacement of Defective Tender. Every tender of Replacement Parts shall fully comply with all provisions of the Agreement. If a tender is made which does not fully conform, this shall constitute a breach of the Agreement as a whole.

15. Shipment Under Reservation Prohibited. Vendor is not authorized to ship Replacement Parts under reservation and no tender of a bill of lading will operate as a tender of the Replacement Parts.

16. Liens. All Replacement Parts shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

17. Right to Assurance. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

18. Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor that is related to the performance of this Agreement.

19. Advertising. Vendor shall not advertise or publish information concerning this Agreement without prior, written consent of the City.

20. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The City has no obligation to provide Vendor, 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 Vendor.

21. Indemnification. To the fullest extent permitted by law, the Vendor 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 of the Vendor, 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.

22. Applicable Law; Venue. In the performance of this Agreement, Vendor 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.

23. Termination; Cancellation.

23.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City.

23.2 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.

23.3 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.

23.4 Gratuities. The City may, by written notice to the Vendor, 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 Vendor or any agent

or representative of the Vendor 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 Vendor an amount equal to 150% of the gratuity.

23.5 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 Vendor 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 Vendor shall be relieved of any subsequent obligation under this Agreement.

24. Miscellaneous.

24.1 Independent Contractor. The Vendor acknowledges and agrees that all Replacement Parts provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Vendor, 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 Vendor, its employees or subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Agreement.

24.2 Laws and Regulations. The Vendor 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 Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Replacement Parts, including the following: (1) existing and future City and Maricopa County ordinances and regulations, (2) existing and future state and federal laws, (3) existing and future Occupational Safety and Health Administration ("OSHA") standards and (4) Arizona employer sanctions provisions.

24.3 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 Vendor.

24.4 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.

24.5 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.

24.6 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 Vendor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Vendor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

24.7 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.

24.8 Assignment. No right or interest in this Agreement shall be assigned by Vendor without prior, written permission of the City signed by the City Manager. Any attempted assignment by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

24.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the Replacement Parts without the prior written approval of the City. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used.

24.10 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 Vendor 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.

24.11 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.

24.12 Liens. All Replacement Parts shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

24.13 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 Vendor any amounts Vendor owes to the City for damages resulting from breach of any obligation under this Agreement.

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

24.14 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.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Andrew J. McGuire, Esq.

If to Vendor: Bridgeport Truck Manufacturing Inc.
P.O. Box 217
Bridgeport, Texas 76426
Facsimile: (940) 638-5477
Attn: Tony Kouri, President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

24.15 Confidentiality of Records. The Vendor 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 Vendor's duties under this Agreement. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

24.16 Records and Audit Rights. In order to ensure that the Vendor and its subcontractors are complying with the warranty under subsection 24.17 below, Vendor'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 Vendor and its subcontractors' employees who perform any work with respect to the Replacement Parts provided to the City pursuant to this Agreement (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 and (b) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 24.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Vendor 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 during the term of this Agreement and until three years after the date of final payment by the City to Vendor pursuant to this Agreement. Vendor 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 Vendor or its subcontractors reasonable advance notice of intended audits. Vendor 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.

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

24.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor 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 Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 23.2 above.

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

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

"**City**"	"**Vendor**"
CITY OF AVONDALE, an Arizona municipal corporation	BRIDGEPORT TRUCK MANUFACTURING INC., a Texas corporation
_____	By:_____
Charles P. McClendon, City Manager	
ATTEST:	Name:_____
_____	Title:_____
Carmen Martinez, City Clerk	

(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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2010, by _____ as _____ of BRIDGEPORT TRUCK MANUFACTURING INC., a Texas corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

CITY COUNCIL REPORT

SUBJECT:
Resolution 2930-910 - Energy Efficiency & Conservation Block Grant Rebates

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Rogene E. Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution to implement the Energy Efficiency and Conservation Block Grant (EECBG) Rebate Program.

BACKGROUND:

The City of Avondale made application to the Department of Energy (DOE) for Block Grant funds that had been set aside for Avondale as an entitlement city. The full allocation amount was $706,000. The City had to propose in its application how these funds would be used to meet the national goals of saving energy, reducing green house gases and creating jobs. One of the activities approved and accepted by the DOE was to use $149,000 of the grant monies to establish an energy rebate program for Avondale property owners. If other energy projects come in under budget, then more funds could be allocated to this rebate program with DOE's approval.

The City is served by both APS and SRP, with the Agua Fria River being the territorial divide. The underlying strategy for the rebate program is to utilize the investment and expertise of APS and SRP to leverage the City's grant funds, so that the maximum amount of funds would go directly to benefit Avondale residents. The City's rebates piggyback onto the rebates being offered by APS and SRP. The utilities verify the work and provide the City with their verification before the City pays out the rebate. Work that requires a permit will go through the normal building department permitting and inspection process.

Staff met with APS, which provides service west of the river and SRP, which provides service east of the river, on several occasions to develop this program. Another strategy used to develop the rebate program was to provide attractive incentives, but to not fully cover the cost of any energy element. The maximum coverage rate for any item would be up to 90% of the retrofit or service.

DISCUSSION:

Having a baseline audit performed is an important first step and one that should not be skipped. The audit provides baseline data against which to measure future energy performance. It also gives the property owner a plan with a list of options to use to evaluate the value of various work items. However, property owners are encouraged to perform energy saving projects and not stop with an audit. Therefore the incentive for audits for APS is only leveraged to 50% of the cost, and getting the maximum rebate for Duct Testing from SRP is contingent upon doing the Duct Sealing work needed.

The City's Water Department budgets $24,000 annually for its very successful rebate program that will be reported to the DOE as part of the leverage dollars the City contributes to the EECBG program and was not specified to receive grant funds.

Council requested that only property owners be able to obtain rebates for energy star applicance purchases, which must be made in Avondale.

AC units are rated by the industry using a Seasonal Energy-Efficiency Ratio or SEER rating. In further discussions with the utilities regarding AC rebates, staff learned that making rebates based on SEER ratings could be complicated, since systems should be matched to the particular building application. They recommended using the federal government's standard for awarding tax credits for AC retrofits. The federal tax credit requires a “Manufacturers Certification Statement” which confirms that the AC is eligible for the tax credit. This can be supplied by the HVAC Contractor. Avondale residents can present the “Manufacturers Certification Statement” as proof that they qualify for the federal tax credit and thereby qualify for the Avondale rebate.

The APS, SRP and State rebate programs are authorized and funded through December 31, 2010. Staff plans to begin the City's rebate program October 1, 2010.

BUDGETARY IMPACT:

EECBG Funds are used to provide all rebates.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution to implement the Energy Efficiency and Conservation Block Grant (EECBG) Rebate Program.

ATTACHMENTS:

Click to download

- Resolution 2930-910

RESOLUTION NO. 2930-910

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING REBATE PROGRAMS FOR AVONDALE RESIDENTS UNDER THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT.

WHEREAS, the Council of the City of Avondale, Arizona (the "City Council") desires to comply with the U. S. Department of Energy's established national goals of the saving energy, reducing greenhouse gases and creating jobs; and

WHEREAS, the City of Avondale (the "City") desires to use Energy Efficiency and Conservation Block Grant funds to implement a multi-faceted energy efficiency program to address energy waste and misuse; and

WHEREAS, to further the City's energy efficiency efforts, the City Council desires to adopt an energy efficiency rebate program with various components, to encourage a permanent reduction in energy use by establishing financial incentives for the City's residents; and

WHEREAS, this energy efficiency rebate program includes grants for the installation of high-efficiency central air conditioning units, as described in Exhibit A attached hereto and incorporated herein by reference, grants for HVAC duct testing and repair, as described in Exhibit B attached hereto and incorporated herein by reference, and grants for home performance with ENERGY STAR assessments and repair work, as described in Exhibit C attached hereto and incorporated herein by reference (collectively, the "Program").

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Program is hereby adopted.

SECTION 3. 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 Program and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 20, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2930-910

[High-Efficiency Central Air Conditioner Rebate Program]

See following pages.

High-Efficiency Central Air Conditioner Rebate Program

PURPOSE AND DESCRIPTION:

The High-Efficiency Central Air Conditioner Rebate Program (Avondale Program) offers financial incentives for City of Avondale residents who choose to replace a central air conditioning system with a qualifying high-efficiency central air system.

AVONDALE REBATE:

The Avondale Program rebate is $350 and is governed by the ENERGY STAR Program established jointly by the U.S. Department of Energy and the U.S. Environmental Protection Agency (ENERGY STAR Program).

WHO IS ELIGIBLE?

City of Avondale residents who meet the Avondale Program qualifications and requirements stated below. The Avondale Program does not apply to central air conditioning systems in commercial buildings.

REQUIREMENTS:

1. The applicant must own a home within the City of Avondale and must be a resident of the City of Avondale. The City of Avondale Water Utility bill must be current for the residential address on the application.
2. The applicant must purchase and install a qualifying high-efficiency central air system that meets the requirements of the ENERGY STAR Program. Note that only central air conditioning systems qualify for the Avondale Program rebate – window air conditioning units do not qualify.
3. The Avondale Program rebate must be used to replace an existing central air conditioning system already in use at the property address. New construction installations are NOT eligible for the Avondale Program rebate.
4. A Purchase of a qualifying high-efficiency central air system must have occurred on or after October 1, 2010. The City of Avondale will not issue any rebates for purchases made prior to October 1, 2010.
5. Each contractor tasked with the installation of the qualifying high-efficiency central air system must obtain a permit from the City of Avondale Development Services Department prior to the installation. The applicant must schedule an appointment with the City of Avondale Development Services Department for a post-installation, on-site inspection. Proof of satisfaction of both conditions is required to qualify for the Avondale Program rebate.
6. Applications under this Avondale Program must be completed and submitted by the applicant to the City of Avondale Energy Efficiency Coordinator within one year of the installation date.
7. In addition to the completed application, the applicant must submit to the City of Avondale (i) a legible copy of the sales receipt for the qualifying high-efficiency central air system, which receipt must specify the address where the qualifying high-efficiency central air system is installed, installation date, the purchase price (including installation/labor costs) before any rebates are applied, any rebates, the brand, the

model number, and the SEER and EER efficiency ratios of the qualifying high-efficiency central air system and (ii) a completed Manufacturer's Certification Statement.

8. Rebates under this Avondale Program are limited to one per applicant per installation address.
9. The City of Avondale does not endorse or recommend specific brands, products or dealers.
10. Upon approval of an application, the City of Avondale will issue to the applicant a rebate check and will mail the check via U.S. post to the address on the application form.

PLEASE NOTE:
Not all high-efficiency central air systems qualify for a rebate under this Avondale Program.

The number of rebates awarded will depend on the availability of funds. Rebates are awarded in the order that applications are received (from the date that the complete application is received) on a first come, first served basis. Avondale Program rules may be changed at any time.

QUESTIONS:
If you have further questions regarding the High-Efficiency Central Air Conditioner Rebate Program, e-mail Mark Mangano, the City of Avondale Energy Efficiency Coordinator, at mmangano@avondale.org or call (623) 333-1033 for more information.

EXHIBIT B
TO
RESOLUTION NO. 2930-910

[HVAC Duct Testing and Repair Rebate Program]

See following pages.

HVAC Duct Testing and Repair Rebate Program

PURPOSE AND DESCRIPTION:

The HVAC Duct Testing and Repair Rebate Program (Program) offers financial incentives for City of Avondale residential electric utility customers served by Arizona Public Service (APS) or Salt River Project (SRP) who choose to have HVAC duct testing and repairs performed by highly-trained, qualified contractors referred by APS or SRP, as applicable (Utility Company). The amounts of the Program rebates are as follows:

	Avondale Rebates
Duct Testing	not to exceed 90% of net cost (max $50) per AC system
Duct Repairs	not to exceed 90% of net cost (max $100) per AC system

The Program rebate for duct testing is contingent on the applicant completing the recommended duct repairs. The applicant should consult with the Utility Company prior to contracting for testing in order to determine the conditions that would warrant duct testing.

All Program rebates are calculated on the net cost after applying the Utility Company rebate(s).

WHO IS ELIGIBLE?

City of Avondale residential electric utility customers who meet the Program qualifications and requirements stated below. Commercial electric utility customers are not eligible.

REQUIREMENTS:

1. The applicant must own a home within the City of Avondale, must be a resident of the City of Avondale, and must be a current APS or SRP residential electric customer. The City of Avondale Water Utility bill must be current for the residential address on the application.
2. The applicant must have duct testing and repair services performed by a contractor licensed in the state of Arizona that meets the Utility Company's program requirements. For current Utility Company program requirements, rebate amounts and program effective dates, contact the Utility Company directly.
3. The Program rebates must be used for existing homes. New construction is NOT eligible.
4. Work must be performed on or after October 1, 2010. The City of Avondale will not issue any rebates for work performed prior to October 1, 2010.
5. Applications under this Program must be completed and submitted by the applicant to the City of Avondale Energy Efficiency Coordinator within six months of the test or repair of the applicant's duct system. Note that APS and SRP each has its own submission deadline.
6. In addition to the completed application, the applicant must submit to the City of Avondale (i) a legible copy of the Utility Company rebate approval(s) specifying the date(s) and the amount(s) rebated and (ii) a legible copy of the invoice for the work performed, which invoice must specify the service address, the service date, a description of the work performed including test results, and the amount charged for the testing

and/or repairs (including parts and installation/labor costs) before the application of any rebates. Costs for duct testing and/or duct repairs that do not qualify for the Utility Company rebate will not qualify for a rebate under this Program.

7. Rebates under this Program are limited to one duct testing rebate and one repair services rebate per applicant per address.
8. The City of Avondale does not endorse or recommend specific brands, products or contractors.
9. Upon approval of an application, the City of Avondale will issue to the applicant a rebate check and will mail the check via U.S. post to the address on the application form.

PLEASE NOTE:
Not all duct testing and/or repair services qualify for a rebate under this Program. Check with your Utility Company for program requirements.

The number of rebates awarded will depend on the availability of funds. Rebates are awarded in the order that 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 HVAC Duct Testing and Repair Rebate Program, e-mail Mark Mangano, the City of Avondale Energy Efficiency Coordinator, at mmangano@avondale.org or call (623) 333-1033 for more information.

EXHIBIT C
TO
RESOLUTION NO. 2930-910

[Home Performance with ENERGY STAR (HPwES) Rebate Program]

See following pages.

Home Performance with ENERGY STAR (HPwES) Rebate Program

PURPOSE AND DESCRIPTION:

The Home Performance with ENERGY STAR Rebate Program (Program) offers financial incentives for City of Avondale residential electric utility customers served by Arizona Public Service (APS) or Salt River Project (SRP) who engage a highly-trained, qualified contractor referred by APS or SRP, as applicable (Utility Company), to perform a comprehensive Home Performance with ENERGY STAR (HPwES) assessment and to implement recommended HPwES measures. The amounts of the Program rebates are as follows:

	Avondale Rebates
HPwES Audit	not to exceed 90% of net cost (max $50) *
HPwES Duct Sealing	not to exceed 90% of net cost (max $100) per AC system
HPwES Air Sealing	not to exceed 90% of net cost (max $200)
HPwES Insulation Improvements	not to exceed 90% of net cost (max $150) to increase to R-30
HPwES Shade Screens	not to exceed 90% of net cost (max $150)

* The Program Rebate for the HPwES Audit is contingent on the applicant completing the recommended measures. The applicant should consult with the Utility Company prior to contracting for an audit in order to determine the conditions that would warrant an audit.
All Program rebates are calculated on net cost after applying the Utility Company rebate(s).

WHO IS ELIGIBLE?

City of Avondale residential electric utility customers who meet the Program qualifications and requirements stated below. Commercial electric utility customers are not eligible.

REQUIREMENTS:

1. The applicant must own a home within the City of Avondale, must be a resident of the City of Avondale, and must be a current APS or SRP residential electric customer. The City of Avondale Water Utility bill must be current for the residential address on the application.
2. A contractor licensed in the state of Arizona that is qualified to perform the HPwES assessment must have performed a HPwES assessment on behalf of the applicant and the applicant, through its contractor, must have performed one or more of the recommended measures (as set forth in the categories above). Such HPwES assessment and HPwES implementation measure must meet the Utility Company's program requirements. For current Utility Company program requirements, rebate amounts and program effective dates, contact the Utility Company directly.
3. The Program rebates must be used for existing homes. New construction is NOT eligible.
4. Work must be performed on or after October 1, 2010. The City of Avondale will not issue any rebates for work performed prior to October, 2010.
5. Applications under this Program must be completed and submitted by the applicant to the City of Avondale Energy Efficiency Coordinator within six months of the completion of

the HPwES implementation measures. Note that APS and SRP each has its own submission deadline.

6. In addition to the completed application, the applicant must submit to the City of Avondale (i) a legible copy of the Utility Company rebate approval(s) specifying the date(s) and the amount(s) rebated and (ii) a certificate of completion which includes a summary and verification of work completed, a verification of applicant payments, an itemized summary of project costs and a summary of any other rebates. Costs for an HPwES assessment and/or HPwES work that do not qualify for the Utility Company rebate will not qualify for a rebate under this Program.
7. Rebates under this Program are limited to one HPwES assessment rebate and one HPwES rebate for each of the categories set forth above per applicant per address.
8. The City of Avondale does not endorse or recommend specific brands, products or contractors.
9. Upon approval of an application, the City of Avondale will issue to the applicant a rebate check and will mail the check via U.S. post to the address on the application form.

PLEASE NOTE:
Not all HPwES assessments and/or HPwES work qualify for a rebate under this Program. Check with your Utility Company for program requirements.

The number of rebates awarded will depend on the availability of funds. Rebates are awarded in the order that 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 Home Performance with ENERGY STAR Rebate Program e-mail Mark Mangano, the City of Avondale Energy Efficiency Coordinator, at mmangano@avondale.org or call (623) 333-1033 for more information.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing, Resolution 2932-910 and Ordinance 1426-910 – Zoning Ordinance Text Amendment to Section 8, Parking

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Sue McDermott, Development Services and Engineering Department Director (623) 333-4211

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

REQUEST: Approval of a comprehensive Text Amendment to Zoning Ordinance Section 8, *Parking.*

LOCATION: Citywide

APPLICANT: City of Avondale Development Services Department - Planning Division

BACKGROUND:

As part of the ongoing comprehensive update to Avondale's Zoning Ordinance, staff is proposing amendments to Section 8, *Parking.*The purpose of Section 8 is to establish standards for the provision of adequate off-street parking, loading and maneuvering spaces in a manner which is safe, efficient, convenient and visually attractive. The existing Section 8 is currently organized into the following six subsections summarized below (Exhibit A).

- **Section 801, Purpose and Applicability:** This subsection establishes the purpose for the regulation of parking and also sets the parameters for when conformance with the provisions of Section 8 will be required.

- **Section 802, Definitions:** This subsection contains definitions for terms used in the remainder of the Section.

- **Section 803, General Requirements:** The provisions contained within this subsection regulate a variety of items such as minimum driveway lengths and widths, acceptable surface materials, parking of vehicles in front yards, parking of large (commercial) vehicles on residential lots, parking of recreational vehicles and boats on residential lots, and parking lot design.

- **Section 804, Required Parking Schedule:** This subsection specifies the minimum number of parking spaces required to be provided, based upon the use of a building or land. For example, a building used for retail sales must provide parking at the rate of 1 space for each 300 square feet of gross floor area. This subsection also contains a provision which allows for reduced parking requirements for mixed use development subject to a Conditional Use Permit.

- **Section 805, Parking and Access Standards:** This subsection establishes a minimum parking space size (currently 9'x18') as well as minimum parking lot aisle widths.

- **Section 806, Accessible Parking:** This subsection requires accessible parking be provided in conformance with the requirements of the Americans with Disabilities Act (ADA), Arizonans

with Disabilities Act (AZDA), Federal Fair Housing Act (FFHA), and the International Building Code (IBC).

SUMMARY OF REQUEST:

1.The proposed Section 8, *Parking* (Exhibit B), includes nine subsections listed below. Three subsections are new; the remainder are existing subsections which may have been renamed for greater clarity.

801 Purpose and Applicability

802 General Parking Requirements for All Properties

803 Parking Area Design and On-Site Circulation (NEW)

804 Required Parking

805 Parking and Access Standards

806 Accessible Parking

807 Parking Provisions for Special Districts (NEW)

808 Parking Demand Studies (NEW)

809 Definitions

2.Proposed amendments to Subsection 801, ***Purpose and Applicability,*** include:

- Amending the purpose statement to denote that this section establishes standards for both on-site and off site parking as well as on-site circulation. The current purpose statement does not include references to off-site parking or circulation, although these elements are covered in the existing section. For the same reasons, the title of Section 8 has been changed from *Off-Street Parking* to *Parking.*

- Specifying which provisions of the Ordinance apply to all properties and which provisions only apply to new development, redevelopment, or re-use of buildings.

- Non-substantive changes to verbiage, order, and formatting for clarity and consistency.

3.Proposed amendments to Subsection 802, ***General Parking Requirements for All Properties,*** include:

- Exempting farming equipment from parking and screening requirements when located on property within the Agricultural (AG) Zoning District.

- Adding a provision which requires property owners to maintain parking and on-site circulation areas in a neat and adequate manner.

- Non-substantive changes to verbiage, order, and formatting for clarity and consistency.

4.Proposed amendments to Subsection 803, ***Parking Area Design and On-Site Circulation,*** include:

- Expanding the list of permitted parking area surfaces to include permeable and/or decorative

pavement surfaces such as pavers, stamped concrete, porous concrete, and porous asphalt.

- Requiring all landscaped areas located in non-residential parking lots be protected by vertical curbing. Parking lot landscaping and screening requirements are contained in Zoning Ordinance Section 12, Landscaping, Walls, and Fences.

- Permitting reductions in residential driveway length from the 20' standard when residences have side entry garages rather than street facing garages.

- Creating minimum dimensions for two-car garages, single-car garages, and carports.

- Clarifying that vehicle parking in the front yard of a residence is allowed only on a paved surface which does not exceed more than fifty percent of the lot width. For example on a 60 foot wide lot no more than 30 feet of the width of the lot may be paved.

- Specifying that vehicle queuing in drive-through lanes must not block driveways, drive aisles, parking aisles, or parking spaces. Lengths of drive-through lanes are required to be in accordance with the City's General Engineering Requirements Manual.

- Mandating all pole-mounted parking lot lighting be located within landscaped islands/medians.

- Requiring decorative paving materials be used at all pedestrian crossings where walkways traverse drive aisles.

- Non-substantive changes to verbiage, order, and formatting for clarity and consistency.

5.Proposed amendments to Subsection 804, ***Required Parking,*** include:

- Reconfiguring the “Required Parking Schedule” table to arrange uses by general type.

- Adding several uses to the “Required Parking Schedule” table which were not previously listed, including, but not limited to, car washes, movie studios, and golf driving ranges.

- Requiring certain institutional uses, such as offices and hospitals, to provide a minimum amount of covered parking.

- Limiting the maximum number of parking spaces that will be allowed for non-residential development to a percentage of the minimum spaces required. For example, a retail center which is required to provide a minimum of 500 spaces will be allowed to provide no more than 550 spaces, or 110 percent of the minimum requirement.

- Adding a requirement for bicycle parking for all new non-residential development. One bicycle space will be required for every 50 vehicular parking spaces provided.

- Modifying the parking requirement for single-family residential homes to allow carports in place of garages for any home not originally built with an enclosed garage that is located in a neighborhood where carports are commonplace.

- Non-substantive changes to verbiage, order, and formatting for clarity and consistency.

6.Proposed amendments to Subsection 805, ***Parking and Access Standards,*** include:

- Increasing the minimum dimensions of a standard parking space to 10' wide by 20' long. The current minimum dimensions are 9' wide by 18' long.

- Creating a provision which allows the Zoning Administrator to require oversized parking spaces (17' by 45') for recreational vehicles if a commercial development caters to a traveling clientele. The use of those spaces will be limited to parking while customers are patronizing a business on the site; overnight parking will be prohibited in these locations.

- Clarifying that vehicular overhang onto curbs, sidewalks, or landscaped areas will not count towards minimum parking space dimensions.

- Increasing the minimum width of parking lot aisle widths from 18 feet to 20 feet (for angled parking) and from 24 feet to 26 feet (for 90 degree parking) to match Fire Department requirements.

- Non-substantive changes to verbiage, order, and formatting for clarity and consistency.

7.Amendments to Subsection 806, ***Accessible Parking, include:***

- No substantive amendments to this subsection are proposed.

8.Proposed amendments to Subsection 807, ***Parking Provisions for Special Districts,*** include:

- Incorporating City Center parking requirements that are fully consistent with the parking-related language contained in the City Center Specific Area Plan.

- Moving the parking requirements for the Old Town Avondale Business District and Cashion Business District from their current location in Zoning Ordinance Section 3, Commercial Districts.

- Increasing the distance away from a business for which public parking (on-street, public parking lots, etc) can count towards minimum requirements from the current standard of 100 feet to the proposed standard of 300 feet.

- Non-substantive changes to verbiage, order, and formatting for clarity and consistency.

9.Proposed amendments to Subsection 808, ***Parking Demand Studies,*** include:

- Developing an application, review, and approval process to allow for variation from the minimum required parking spaces or maximum allowed parking spaces contained in subsection 804.

- Approving any variation will only be allowed if the parking demand study can justify the increase/decrease through a quantitative analysis, if a development is designed to take advantage of adjacent public transit opportunities, or if parking is shared between uses which do not utilize the parking area at the same times (i.e. nightclub and bank).

- Incorporating measures intended to reduce vehicle trips will be a required condition of any approved parking increase or decrease. Such measures include providing spaces designated for car pool use; weather protected bicycle parking, and showers/changing facilities for people who use alternate methods of transportation to get to the use.

10. Proposed amendments to Subsection 809, ***Definitions,*** include:

- Adding new definitions for eleven parking and/or on-site circulation terms found in Section 8. Examples of newly defined terms include “garage”, “parking lot aisle”, and “queuing space”.

- All definitions will be relocated from Section 8 to Section 1 when the proposed amendment to Section 1 is brought forward.

PARTICIPATION:

This item was presented to the City Council at a work session meeting on January 11, 2010 and to the Planning Commission at a work session on May 20, 2010 (Exhibits C and D).

A Neighborhood Meeting to discuss proposed revisions to Section 8 was held at City Hall on February 25, 2010 at 6 pm. The meeting was advertised in the February 9, 2010 edition of the West Valley View. No persons attended the meeting to discuss the proposed update to Section 8. Additionally, a draft of the proposed Ordinance was distributed via email on February 25, 2010, to all persons on the Zoning Ordinance Public Distribution List, which includes residents, developers, and other interested parties. No comments were received during the public comment period, which lasted from February 25th through present.

A public hearing in front of the Planning Commission was held in the Council Chambers on August 19, 2010 at 6:30 pm. The meeting was advertised in the August 3, 2010 edition of the West Valley View. No residents or other citizens commented on the proposed revisions to Section 8 at the Planning Commission meeting.

A public hearing in front of the City Council is scheduled to be held in the Council Chambers on September 20, 2010 at 7:00 pm. The meeting has been advertised in the August 31, 2010 edition of the West Valley View. No comments on this item have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on August 19, 2010, and voted 7-0 to recommend approval of the request as recommended by staff (Exhibit E).

The Commission requested that a definition for “neat and adequate manner” be added to the Ordinance as that language pertains to proposed provision 802.G: “It shall be the responsibility of the property owner to maintain in a neat and adequate manner, the parking spaces, access ways, striping, landscaping, and required walls or screening.” In response to Commission's request, staff will create a definition for “neat and adequate manner”. The definition will be added to the draft of Section 1, where definitions for all Zoning Ordinance sections are being consolidated.

ANALYSIS:

Prior to beginning the update to Section 8, staff identified a number of primary tasks to be accomplished with this update. Those tasks were to:

- Find creative new ways to reduce parking requirements for infill developments and transit-oriented developments which may be impacted by limited area or lesser demand, as well as for master planned mixed-use developments for which a parking area could be utilized by different users whose peak demand periods do not coincide.

- Update the required parking schedule to ensure that the ratios contained therein are based on the most current usage projections, making changes to the ratios and/or adding new uses where it is determined necessary.

- Establish maximum parking requirements (in addition to minimum parking requirements) in order to limit the extent of paved surfaces which are underutilized and contribute to the heat island effect.

- Expand the list of surface materials allowed for driveways and parking areas to include types of decorative pavement (e.g. pavers, stamped concrete) and environmentally friendly permeable pavement (e.g. porous concrete).

- Develop design standards for parking areas to increase the attractiveness of parking lots, including requirements that parking lot lighting be located in landscaped areas and decorative pavement be used at all pedestrian crossings.

- Create specifications for drive-thru lanes, queuing spaces, and other on-site circulation elements not currently discussed in the Ordinance.

- Establish maintenance requirements for parking areas to ensure they remain usable and attractive at all times.

- Allow for carports to be built in place of garages for older homes which were originally designed and built without any covered parking,

- Create bicycle parking requirements and standards to be applied to all new commercial and employment development.

- Establish a process and approval criteria for parking demand studies, to allow a variation from the minimum and maximum number of parking spaces required by the City when a quantitative analysis justifying any proposed increase or reduction in parking can be provided.

- Create additional definitions to provide clarity for the terminology used throughout the Section.

The proposal is well-defined, concise, and accomplishes each of the tasks identified prior to undertaking this amendment. All proposed revisions are in the best interest of the City of Avondale.

Conclusion:

Staff recommends approval of the Zoning Ordinance text amendment to Section 8, *Parking.*

FINDINGS:

1. The proposed amendment meets the intent of the General Plan.
2. The proposed amendment meets the requirements and intent of the Zoning Ordinance
3. The proposed amendment provides for an increased standard of design and functionality for development projects.

RECOMMENDATION:

The City Council should **APPROVE** Application TA-08-7, a City initiated request to amend Zoning Ordinance Section 8, *Parking.*

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the Resolution and Ordinance approving Application TA-08-7, a City initiated request to amend Zoning Ordinance Section 8, *Parking.*

ATTACHMENTS:

Click to download

- Exhibit A - Current Zoning Ordinance Section 8, Off-Street Parking
- Exhibit B - Proposed Zoning Ordinance Section 8, Parking
- Exhibit C - Excerpt of City Council Work Session Minutes from January 11, 2010
- Exhibit D - Excerpt of Planning Commission Work Session Minutes from May 20, 2010
- Exhibit E - Excerpt of Planning Commission Regular Meeting Minutes from August 19, 2010
- Resolution 2932-910
- Ordinance 1426-910

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A

SECTION 8: OFF-STREET PARKING

Section 801: Purposes and Applicability

A. Purpose

The intent of this Section is to establish standards for the provision of adequate off-street parking, loading and maneuvering spaces for the uses permitted in this Ordinance in a manner which is safe, efficient, convenient and visually attractive.

B. Applicability

1. Off-street parking and/or loading space shall be provided as prescribed herein at the time of:

   a. Construction of a new building;

   b. Any new uses of land;

   c. Enlargement or addition of any new nonresidential building or use of land;

   d. Creation of a new residential unit by adding to or subdividing an existing residential unit.

   All required spaces shall be located on the lot or a contiguous lot, upon which the use is located.

2. Prior to the construction of any parking lot or the conversion of any land area for parking use, there shall be submitted to the Planning Department, a Parking Plan graphically describing the location and size of all parking stalls, driveways, walkways, landscaped areas, retention basins, and other improvements. The Parking Plan may be submitted as part of The Site Plan Review requirement as outlined in Section 106 if the parking lot is proposed for construction in conjunction with a building.

Section 802: Definitions

A. Gross Floor Area:

The sum total of the areas of the floors of a building measured from the exterior faces of exterior walls or from the centerline of walls separating two (2) buildings; but not including underground parking spaces, uncovered steps, exterior balconies and exterior walkways.

B. Off-street Parking Space:

A paved and properly drained area, enclosed or unenclosed, required by this Code to be permanently reserved for parking one (1) motor vehicle. The size of such space shall be determined by Section 805 of this Part.

C. Commercial Vehicle:

Any motor vehicle with a manufacturer's chassis rating greater than one (1) ton.

Section 803: General Requirements

A. All required off-street parking space shall be connected with a public street by a paved driveway not less than twenty (20) feet in length within the property line.

B. All parking areas and driveways shall have a surface of masonry, concrete or asphalt except in the AG and R1-35 Districts where a dust free surface is permitted.

C. Minimum driveway widths shall be twenty (20) feet for two (2) way drives and fourteen (14) feet for one (1) way drives.

D. Required parking spaces shall not occupy the required front or street side yard in all districts, except as permitted in the A-1 district.

E. Tandem arrangement of required spaces is prohibited.

F. All commercial, industrial, and multi-family uses are prohibited from using alleys as access points to parking areas where the alley is adjacent to a single-family residential district.

G. Where access to a parking lot or space for uses other than single-family residential is provided by an alley, said alley shall be minimum twenty (20) feet wide and paved to the nearest intersecting street as required by City standards.

H. Motor vehicles may be parked in the front yard only when on an improved driveway leading to required off-street parking.

I. On all residential lots, the parking of one (1) or more commercial vehicles with a manufacturer's chassis rating exceeding five (5) tons or the parking of two (2) or more commercial vehicles with a manufacturer's chassis rating of less than five (5) tons shall be considered a commercial use and is prohibited. Said commercial vehicles shall not be parked in the required front or street side yard and shall be screened from street view.

J. All off-street parking lots shall be screened from street view and landscaped in accordance with Section 5 of this Ordinance.

K. In single-family residential districts, one (1) additional parking space in excess of minimum requirements shall be permitted in the front yard. Such space shall be paved.

L. All vehicular egress from parking lots to public right-of-way shall be by forward motion only, except in the case of single-family and two-family residences fronting on a local street or a primary or secondary collector street.

M. Except where a wall is required, six (6) inch vertical concrete curbing shall be required around the perimeter of the parking area to protect landscaped areas and control vehicular circulation

and the flow of storm water.

N. Within the residential zoning districts, recreational vehicles, boats, and trailer shall not be parked in the required front yard of a lot. Such vehicles, boats, and trailers may be stored in the side or rear yard of the lot, provided they are screened from street view by solid fencing or walls. Solid screening is not required in the AG, RR-43, or RR-18 Districts.

O. The following regulations shall apply to all properties zoned for commercial or employment use, except as otherwise provided in this ordinance:

1. Recreational vehicles, trailers, commercial vehicles, and combinations of vehicles exceeding 21 feet in length that are not owned or operated by a business on the property, shall not be parked except for the purpose of loading, unloading, emergency service, or patronizing a commercial use on site.

2. The overnight parking of any vehicle for the purpose of camping or temporary or permanent habitation is prohibited.

Section 804: Required Parking Schedule

Except where noted, required parking is based on the gross square footage of the building.

A. Residential Uses

Type	**Required Parking**
Single-Family	2 car garage/unit
Two-Family	2 covered spaces/unit
Mobile Home	2 spaces/unit
*Multi-Family:	
Efficiency	1.5 spaces/unit
1 Bedroom	1.5 spaces/unit
2 Bedroom	1.75 spaces/unit
3 Bedroom	2 spaces/unit
Townhouse	2 spaces/unit

*Plus: One (1) visitor space per ten (10) units must be provided. At least one (1) space per multi-family unit must be covered and assigned to a unit.

B. Institutional Uses

Churches:

Main Assembly building or area	1 space/100 sq. ft.
Classroom, other buildings	1 space/classroom plus 1
Elementary & JHS	1 space/200 sq.ft. floor area in office use
High schools, Colleges	1 space/200 sq.ft.
Trade, business schools	1 space/200 sq.ft.
Hospitals	1 space/200 sq.ft.
Convalescent Home	1 space/3 beds
Government offices	1 space/200 sq.ft.

C. Commercial Uses

Auditoriums, theaters, stadium or similar place of assembly	1 space/160 sq.ft. or 1 space/4 seats, whichever is greater
Private clubs, lodges, (no overnight accommodations)	1 space/200 sq.ft. or 1 space/5 seats in main assembly whichever is greater
Dance halls, Skating Rinks, Amusement Center, Recreation Centers	1 space/200 sq.ft.
Day Care Center	4 spaces plus 1 space per 10 children that center is licensed to accommodate
Funeral Homes	1 space/4 seats in main assembly area or 1 space/300 sq.ft.
Medical, Dental Offices, Clinics	1 space/200 sq.ft.
General Offices and Non-Retail Commercial	1 space/250 sq.ft.
Hotels, Motels, Boarding Homes, Guest Homes	1 1/3 spaces per sleeping room
Recreational Vehicle Parks	1.1 spaces per R.V. space
Restaurants, Cafes, Bars, Cocktail Lounges	1 space/50 sq.ft. of indoor public area and 1 space/200sq.ft. of outdoor area

Retail Sales	1 space/300 sq.ft.
Bulky Merchandise Sales, Nurseries, Building Materials, Equipment Rental	1 space/300 sq.ft.
Banks and Personal Service	1 space/150 sq.ft.
Bowling Alleys	4 spaces/lane
Tennis, Handball Courts	3 spaces/court
Golf Course	1 space/200 sq.ft. in main building PLUS 4 spaces per green

C. Industrial

Manufacturing and Industrial Uses	1 space/500 sq.ft.
Warehousing	1 space/500 sq.ft. for first 10,000 sq.ft. plus 1 space per 5,000 sq.ft. remaining gross floor area.

E. In the case of mixed uses, the total requirement for off-street parking space shall be the sum of the requirements of the various uses computed separately as specified in this Section.

F. Cumulative parking space requirements for mixed-use occupancies may be reduced where it can be demonstrated that the peak requirements of the several occupancies occur at different times. Special exceptions to the total number of spaces required by the addition of all of the uses shall be considered through the Conditional Use Permit procedure of this Code if supported by a parking demand study.

Section 805: Parking and Access Standards

A. Parking Space Sizes

1. The standard parking space shall be nine (9) feet wide by eighteen (18) feet long unless specified otherwise by this Code.

2. Parking spaces within long term parking areas servicing offices or industry may be reduced in size to eight (8) feet by eighteen (18) feet, provided the spaces are "designated" for employee parking through markings on wheel stops or pavement, use of directional signage, and/or segregation by separate driveways.

3. A two (2) foot wide landscape strip for vehicle overhang is permitted at the front of a parking space. Such landscape strip shall not count towards the minimum amount of landscaping required by this Code.

B. Parking lot aisle widths shall be in accordance with the following schedule:

	Angle of Parking				
	*parallel	30	45	60	90
one way aisle	12'	12'	13'	18'	24'
two way aisle	18'	18'	18'	18'	24'

*Parallel parking spaces shall be twenty-two (22) feet long.

Section 806: Accessible Parking

A. Accessible parking for non-residential developments shall be provided in conformance with the, Americans with Disabilities Act (ADA), Arizonans with Disabilities Act (AZDA) and International Building Code (IBC) as amended.

B. Accessible parking for multiple-family residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Federal Fair Housing Act (FFHA) and International Building Code (IBC) as amended.

SECTION 8 PARKING

801 PURPOSE AND APPLICABILITY

A. Purpose

The purpose of this Section is to establish standards for the provision of parking, loading and on-site circulation for the uses permitted in this Ordinance in a manner that is safe, efficient, convenient and visually attractive.

B. Applicability

1. The standards outlined in Subsection 802 below shall apply to all property within the corporate limits of the City of Avondale from and after November 1, 2010.

2. The standards outlined in the remainder of this Section 8, excluding Subsection 802, shall apply to all property within the corporate limits of the City of Avondale except for the following:

   a. All buildings and uses of land constructed, developed or commenced prior to November 1, 2010.

   b. Properties with parking improvements that were (1) completed prior to November 1, 2010, and (2) in compliance with the then-existing provisions of this Ordinance, unless a change in the distinguishing characteristics of a building or land is proposed that results in (1) the expansion of a use through an increase in the size of a building, (2) the creation of a new residential unit by adding to or subdividing an existing residential unit, (3) an increase in the geographical area devoted to an outdoor use or (4) a change of use from a less parking intensive use to a more parking intensive use.

802 GENERAL PARKING REQUIREMENTS FOR ALL PROPERTIES

A. Prior to the construction of any parking lot, the conversion of any land area for parking use or the modification of an existing parking area, a Site Plan application must be submitted to the Development Services Department for review and approval in accordance with the Site Plan procedures set forth in Section 1 of this Ordinance.

B. All required parking spaces shall be located on the lot upon which the use is located, except that within master planned commercial or employment developments, required spaces may be located on a lot contiguous to the lot on which the business is located if (a) buildings are situated such that a common parking area can be utilized by several buildings and (b) shared parking easements have been recorded in the Maricopa County Recorder's Office.

C. For development in Zoning Districts that include modified minimum and/or maximum parking requirements, joint-use parking allowances or off-site parking allowances, the district-specific standards shall take precedence over conflicting general standards in this Section 8.

D. The parking of one (1) or more vehicles with a manufacturer's chassis rating exceeding five (5) tons or the parking of two (2) or more vehicles with a manufacturer's chassis rating in excess of one (1) ton but less than five (5) tons shall be prohibited on all residential lots, except that in the AG District, the parking of one (1) vehicle with a manufacturer's chassis rating over five (5) tons and two (2) vehicles with a manufacturer's chassis rating in excess of one (1) ton but less than five (5) tons shall be permitted. Vehicles with a manufacturer's chassis rating in excess of one (1) ton shall not be parked in the required front or street side yard and shall be screened from street view by solid fencing or walls, except that solid screening is not required in the AG, RR-43, or RR-18 Districts. Farming equipment shall be exempt from the provisions of this Subsection 802(D) when located on property within the AG District.

E. Within residential zoning districts, recreational vehicles, boats and trailers shall not be stored in the front yard of a lot. Such vehicles, boats and trailers may be stored in the side or rear yard of the lot, provided they are screened from street view by solid (opaque) fencing or walls in accordance with Section 12 of this Ordinance. Solid screening is not required in the AG, RR-43, or RR-18 Districts.

F. The following regulations shall apply to all properties zoned for commercial or employment use, except as otherwise provided in this Ordinance:

1. Recreational vehicles, trailers, commercial vehicles, and/or vehicles exceeding 21 feet in length, that are not owned or operated by a business on the property, shall not be parked except for the purpose of loading, unloading, emergency service or patronizing a commercial use on site.

2. The overnight parking of any vehicle for the purpose of camping or habitation is prohibited.

G. It shall be the responsibility of the property owner to maintain in a neat and adequate manner, the parking spaces, access ways, striping, landscaping and required walls or screening.

803 PARKING AREA DESIGN AND ON-SITE CIRCULATION

A. Parking areas, driveways, drive aisles, drive-thru lanes, and all other areas designed for vehicular use shall have a surface of masonry, concrete or asphalt, except in the AG and R1-35 Districts, where an alternative, approved dust free surface is permitted. Permeable and/or decorative pavement surfaces, such as pavers, stamped/colored concrete (Bomanite), porous concrete or porous asphalt, may be allowed if approved by the City Engineer or authorized designee.

B. On non-residential sites, except where a wall is required, six (6) inch vertical concrete curbing shall be required between parking/circulation areas and landscaped areas to protect plantings and control vehicular circulation and the flow of storm water.

C. In residential districts, all required off-street parking spaces shall be connected with a public street by a paved driveway not less than twenty (20) feet in length, measured from the property line. The Zoning Administrator or authorized designee may approve reductions in driveway length for residential developments containing side-entry garages.

D. Minimum dimensions of a required two car garage shall be 20 feet in width by 24 feet in depth with no obstructions. Single car garages shall have a minimum inside dimension of not less than ten (10) feet wide by twenty (20) feet deep. Carports shall have a minimum inside dimension of not less than ten (10) feet wide by twenty (20) feet deep.

E. Vehicles may be parked in the front yard of a single family residence only when on a driveway paved in a manner allowed pursuant to Subsection 803(A). The driveway and paved parking surface combined shall not exceed fifty percent (50%) of the lot width measured at the front setback. On corner lots, paved parking areas may occupy the side yard and shall not exceed twenty-five percent (25%) of the lot length. No parked vehicle shall block a public sidewalk.

F. Within Agricultural (AG), Rural Residential (RR-43, RR-18), Suburban Residential (R1-35, R1-15), and Urban Residential (R1-8, R1-6, R1-5) Zoning Districts, the minimum driveway widths shall be twenty (20) feet. The Zoning Administrator or authorized designee may approve reductions in driveway width to no less than ten (10) feet for residential infill development, if the character of the existing neighborhood is such that a twenty (20) foot wide driveway would be inconsistent with the established lots.

G. All commercial, employment and multi-family uses are prohibited from using alleys as access points to parking areas, unless specifically exempted in Subsection 807 below.

H. All vehicular egress from parking lots to public rights-of-way shall be by forward motion only, except in the case of single-family and two-family residences fronting on a local street, a primary collector street or a secondary collector street.

I. All off-street parking lots shall be screened from street view and landscaped in accordance with Section 12 of this Ordinance, *Landscaping, Fences and Walls.*

J. Vehicle queuing in drive-through lanes shall not encroach upon or block driveways, drive aisles, parking aisles, or parking spaces. Driveway and drive-through queuing lengths shall be in accordance with the City's General Engineering Requirements Manual.

K. All pole-mounted parking lot lighting shall be located within landscape islands/medians.

L. Decorative paving materials shall be used at all pedestrian crossings where walkways traverse vehicle drive aisles.

804 REQUIRED PARKING

Unless modified by the provisions of Subsections 807 and 808, parking shall be provided in accordance with this Subsection 804. Except where otherwise noted, required parking is based on the gross floor area of the building or use.

A. Required Parking Schedule

Use	Minimum Spaces Required	Maximum Spaces Allowed
Assembly Uses		
Auditoriums, theaters, stadiums, racetracks, or other indoor or outdoor commercial places of assembly	1 space/160 SF of assembly area or 1 space/4 seats, whichever is greater	120 Percent of Minimum Requirement
Church (Assembly Area)	1 space/100 SF of assembly area, or 1 space/4 seats, whichever is greater	110 Percent of Minimum Requirement
Convention Center/Reception Hall	1 space/250 SF of assembly area	160 Percent of Minimum Requirement
Funeral Homes	1 space/4 seats in main assembly area or 1 space/300 SF, whichever is greater	110 Percent of Minimum Requirement
Private clubs & lodges (w/ no overnight accommodations)	1 space/200 SF or 1 space/5 seats in main assembly, whichever is greater.	110 Percent of Minimum Requirement
Commercial Service Uses		
Adult and Child Day Care Centers	4 spaces plus 1 space per 10 children/adults that the center is licensed to accommodate	110 Percent of Minimum Requirement
Auto Service & Diagnostic Facilities	1 space/400 SF	120 Percent of Minimum Requirement
Banks/Financial Institutions	1 space/150 SF	110 Percent of Minimum Requirement
Car wash (Full Service)	1 space/employee	110 Percent of Minimum Requirement
Car wash (Self Service)	1 space/washing stall	110 Percent of Minimum Requirement
Pet boarding and day care facilities	1 space/10 animals boarded	110 Percent of Minimum Requirement
Service Uses (Unless otherwise specified)	1 space/250 SF	110 Percent of Minimum Requirement

Use	Minimum Spaces Required	Maximum Spaces Allowed
Educational Uses		
Elementary, Middle Schools & Junior High Schools	1 space/classroom & 1 space/200 SF of office area	110 Percent of Minimum Requirement
High Schools, Trade/Business Schools, Colleges, & Universities	1 space/200 SF	110 Percent of Minimum Requirement
Employment/Industrial Uses		
Auto/Truck Repair	1 space/500 SF	120 Percent of Minimum Requirement
Manufacturing/Industrial Uses (unless otherwise specified)	1 space/400 SF	160 Percent of Minimum Requirement
Movie and Recording Studios	1 space/300 SF for the first 10,000 SF plus 1 space/1,000 SF for the remaining floor area	160 Percent of Minimum Requirement
Warehousing & Storage	1 space/500 SF for the first 10,000 SF plus 1 space/5,000 SF for the remaining floor area	200 Percent of Minimum Requirement
Wholesaling and Large Merchandise Sales	1 space/500 SF	110 Percent of Minimum Requirement
Institutional and Office Uses		
Assisted Living Facility	1.5 spaces/unit, plus 1 space/200 SF of office area; Minimum 10 percent of required spaces shall be covered	120 Percent of Minimum Requirement
Convalescent Home	1 space/3 beds; Minimum 10 percent of required spaces shall be covered	110 Percent of Minimum Requirement
General/Professional Offices	1 space/250 SF; Minimum 10 percent of required spaces shall be covered	120 Percent of Minimum Requirement
Government Offices	1 space/200 SF; Minimum 10 percent of required spaces shall be covered	120 Percent of Minimum Requirement
Group Recovery Home	1 space/bed	1 space/bed
Hospitals	1 space/200 SF; Minimum 10 percent of required spaces shall be covered	120 Percent of Minimum Requirement
Medical/Dental Offices & Clinics	1 space/200 SF; Minimum 10 percent of required spaces shall be covered	110 Percent of Minimum Requirement

Use	Minimum Spaces Required	Maximum Spaces Allowed
Miscellaneous Uses		
Hotels & Motels	1.3 spaces/sleeping room	110 Percent of Minimum Requirement
Personal Wireless Service Facilities	1 parking space/PWSF location	None
Recreational Uses		
Batting Cages	1 space/individual cage	110 Percent of Minimum Requirement
Bowling Alleys	4 spaces/lane	110 Percent of Minimum Requirement
Golf Course	1 space/200 SF in clubhouse plus 4 spaces/hole	110 Percent of Minimum Requirement
Golf Driving Range	1 space/individual tee	110 Percent of Minimum Requirement
Indoor Recreational Uses (Unless otherwise specified)	1 space/200 SF	120 Percent of Minimum Requirement
Tennis/Handball Courts	3 spaces/court	110 Percent of Minimum Requirement
Residential Uses		
Manufactured Home Park	2 spaces/unit (Minimum 1 covered space)	No Maximum
Multi-Family	Studio: 1.5 spaces/unit 1 Bedroom: 1.5 spaces/unit 2 Bedroom: 1.75 spaces/unit 3 Bedroom: 2 spaces/unit Townhome: 2 spaces/unit **PLUS:** One (1) visitor space per ten (10) units must be provided. and At least one (1) space per multi-family unit must be covered and assigned to a unit.	No Maximum
Single-Family	An enclosed garage with two (2) interior spaces is required (See Subsection 804(G) for exceptions)	No Maximum
Two-Family	2 spaces/unit (Minimum 1 covered space)	No Maximum

Use	Minimum Spaces Required	Maximum Spaces Allowed
Retail Uses		
Auto Sales	1 space/500 SF of indoor showroom and 1 space/1000 SF of outdoor display area	110 Percent of Minimum Requirement
Gas Station	1 space/300 SF of interior area	120 Percent of Minimum Requirement
Restaurants and Bars	1 space/50 SF of indoor public area and 1 space/200 SF of outdoor area	120 Percent of Minimum Requirement
Retail Sales (Unless otherwise specified)	1 space/300 SF	110 Percent of Minimum Requirement

B. In the instance where a use is not listed in the preceding parking schedule and where no direct comparison can be made to a use listed above, the Zoning Administrator shall determine the minimum and maximum parking required/allowed.

C. In the case where a business includes floor area devoted to a mix of the uses listed above, the total requirement for off-street parking spaces shall be the sum of the requirements of the various uses computed separately as specified in this Section.

D. Cumulative parking space requirements may be reduced below minimum requirements where it can be demonstrated that the peak requirements of a user are less than the City's minimum prescribed limits. Said exceptions shall be considered administratively if supported by a parking demand study in accordance with Subsection 808 below.

E. Cumulative parking space requirements may be increased above maximum limits where it can be demonstrated that a use or user generates a need for parking in excess of the maximum prescribed limits. Said exceptions shall be considered administratively if supported by a parking demand study in accordance with Subsection 808 below.

F. Secured bicycle parking shall be required to be provided at the minimum rate of one (1) space for every fifty (50) vehicle parking spaces for all new commercial and employment development. Sites with less than forty (40) vehicle spaces shall not be required to provide bicycle parking but are encouraged to do so. All bicycle racks shall be reviewed by the City Engineer to ensure conformance with the General Engineering Requirements (GER) manual.

G. Exceptions to single-family residential parking requirements:

1. Carports are permitted in place of enclosed garages for any home (a) that was not originally built with an enclosed garage and (b) that is located in a neighborhood of homes with carports. The carport shall be integrated to appear as a continuation of the existing residence, must share materials, colors

and architectural forms with the existing residence and must meet all Zoning Ordinance development standards, including setback and lot coverage requirements.

2. Any home originally built with a carport or garage that has subsequently been converted to living space shall not be issued any permits for floor area expansion until the carport/garage is restored or a new two (2) car garage is constructed.

805 PARKING AND ACCESS STANDARDS

A. Parking Space Sizes

1. The standard parking space shall be a minimum of ten (10) feet wide by twenty (20) feet long. Parallel parking spaces shall be a minimum of ten (10) feet wide by twenty-two (22) feet long.

2. The Zoning Administrator may at his/her discretion require the provision of oversized parking spaces for recreational vehicles at the time of Design Review for any commercial development that will cater to a traveling clientele. Spaces shall be seventeen (17) feet wide by forty-five (45) feet long. The use of these spaces shall be in accordance with Subsection 802(F) above.

3. Vehicle overhang over curb, sidewalk or landscape areas shall not count towards minimum parking space dimensions.

B. Parking lot aisle widths shall be in accordance with the following schedule. Additional width to accommodate fire safety equipment may be required after review of the site plan by the Fire Department.

	Angle of Parking				
	parallel	30	45	60	90
one way aisle	12’	12’	13’	18’	24’
two way aisle	20’	20’	20’	20’	26’

C. Within the multi-family and non-residential Zoning Districts, the minimum drive aisle widths shall be twenty-six (26) feet for two (2) way drives and twenty (20) feet for one (1) way drives. The City shall have the ability to restrict parking along drive aisles to reduce on-site circulation conflicts.

D. Drive-through lanes shall have a minimum width of twelve (12) feet.

806 ACCESSIBLE PARKING

A. Accessible parking for non-residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Arizonans with Disabilities Act (AZDA) and International Building Code (IBC), as amended.

B. Accessible parking for multiple-family residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Federal Fair Housing Amendments Act (FFHAA) and International Building Code (IBC), as amended.

807 PARKING PROVISIONS FOR SPECIAL DISTRICTS

A. City Center (CCD) Zoning District

1. Excluding the Gateway Employment sub-district, provided parking for any use within the City Center Zoning District shall not exceed the 110% of the minimum number listed in Subsection 804, Required Parking Schedule. This percentage limitation shall supersede the maximum percentages listed in Subsection 804.

2. Residential uses within the Townhouse Residential sub-district shall be allowed a ten (10) percent reduction in minimum required parking from the allowances listed in Subsection 804, Required Parking Schedule.

3. Parking for each land use may be provided by a combination of on-street parking, off-street surface parking and parking structures.

    a. Off-street surface parking and parking structures counted towards the required parking shall be within 400' of the use, measured from the exterior wall of the use to the closest perimeter of the surface parking or parking structure.

    b. On-street parking counted towards the required parking shall be adjacent to the property for which the parking is intended.

4. Excluding the Townhouse Residential sub-district, a minimum of one (1) percent of all parking spaces shall be reserved for carpool parking. These spaces shall be located in preferential locations so as to create an incentive to reduce single occupant vehicle trips.

5. Excluding the Townhouse Residential sub-district, bicycle parking shall be provided at the rate of one secured, weather-protected bicycle space for every twenty (20) vehicle spaces.

6. Parking areas within the Gateway Employment, Employment Mixed-Use, Residential Mixed-Use and Townhouse Residential Sub-Districts shall be designed in compliance with the Development Guidelines listed in Table 5-1 of

the City Center Specific Plan. Parking areas within the Pedestrian Retail Sub-District shall comply with the Development Guidelines as listed for the Employment Mixed-Use Sub-District, except to the extent such guidelines are determined by the Zoning Administrator to be inapplicable.

B. Old Town Avondale Business District (OTAB) and Cashion Business District (CBD)

1. OTAB and Cashion Joint-Use Parking. Joint-use parking standards are based on the assumption that patrons will use a single parking space for more than one destination and that one parking space will be open and available for short-term parking to serve many different uses that may have different peak hours. Any eligible project, as specified below, may opt to provide required parking by using the "Alternative Joint-Use Parking Standards" table contained within this subsection instead of in accordance with the Required Parking Schedule in Subsection 804. The following categories of development shall not be eligible to use joint-use parking standards to meet parking requirements: (a) new or existing residential uses; and (b) new construction of hotel or office uses on sites greater than twenty thousand (20,000) square feet in size. If not specifically listed as eligible in the table below, a project may be permitted to utilize joint parking if determined by the Zoning Administrator to be substantially similar to a use listed in the table.

ALTERNATIVE JOINT-USE PARKING STANDARDS TABLE
MINIMUM PARKING RATIOS

Use	Minimum Parking Ratios
OFFICE (Banks, Savings and Loans, Other Financial Institutions; Medical or Dental Office; Professional or Unspecified Office)	3.0 spaces/1,000 sf of gross usable area
RETAIL COMMERCIAL	3.0 Spaces/1,000 sf of gross usable area
PUBLIC ASSEMBLY	
1. Movie Theater	1.0 space/4 seats
2. Museum.	3.0 Spaces/1,000 of gross usable area
RESTAURANT	
1. Restaurant, Coffee House, Juice Bar under 1,000 square feet of gross usable area.	3.0 spaces/1,000 of gross usable area
2. Restaurant over 1,000 square feet of gross usable area.	5.0 spaces/1,000 of gross usable area
3. Outdoor dining areas associated with a restaurant.	0 spaces

2. OTAB-Specific Provisions

a. Due to the pedestrian nature of the OTAB Zoning District, required parking spaces shall not be required to be provided on-site if the following conditions are met:

1) The number of public parking spaces (e.g. street parking, spaces in public surface lots, spaces in public parking structures) located within three-hundred (300) feet of the parcel or use is greater than or equal to the number of spaces required for the parcel or use.

2) Loading/service areas are provided at the rear of buildings and not visible from Western Avenue.

3) Bicycle parking is located within close proximity to the primary building entrance.

b. If on-site parking is provided, it shall be located in the rear of structures to avoid visibility from Western Avenue.

808 PARKING DEMAND STUDIES

The City may allow a variation from the required number of parking spaces if supported by a Parking Demand Study completed in conformance with the procedures are outlined below.

A. Application, review, and approval process.

1. For new developments where the number of parking spaces being proposed does not meet the City's minimum requirements or exceeds the City's maximum requirements, a Parking Demand Study shall be submitted as part of the applicant's Design Review application submittal.

2. For existing developments where a change in the use of a building or site would result in fewer parking spaces being provided than the minimum requirement allows, a Parking Demand Study is required to be submitted concurrently with tenant improvement plans. A Parking Demand Study shall not be required for existing developments which, through a change in use, will include parking in excess of the City's allowable maximum.

3. The Zoning Administrator or designee may approve a request to modify the required number of parking spaces in accordance with the Administrative Relief process outlined in Zoning Ordinance Section 1, Administration and Procedures.

4. The Parking Demand Study shall provide a quantitative analysis justifying any proposed increase or reduction in parking. Increases or decreases in the number of parking spaces may be granted when any of the following applies:

a. A business concurrently employs more people per square foot (or less people per square foot) than the accepted industry standard for that use, and is able to demonstrate this variation from the mean through a statistical comparison.

b. A Business generates more customers, visitors, and or clients per square foot (or less customers, visitors, and/or clients per square foot) than the accepted industry standard for that use, and is able to demonstrate this variation from the mean through a statistical comparison.

c. Lowered parking demand can be predicted as a result of sharing parking between intermittent uses, occurring on the same property or within a master planned development, with non-conflicting parking demands (e.g. a nightclub and a bank).

d. A development is designed to take advantage of adjacent public transit opportunities.

B. Approval Criteria

1. Requests for Parking Reductions. In order to approve any request to reduce parking below minimum requirements, all of the following criteria must be met:

a. The reduction in parking will not cause fewer off-street parking spaces to be provided for the proposed use than the number of such spaces necessary to accommodate all vehicles attributable to such use under the normal and reasonably foreseeable conditions of operation of such use.

b. The reduction in parking will not increase the demand for parking spaces upon the public streets in the immediate vicinity of the proposed use.

c. The reduction in parking will not increase the demand for parking spaces upon adjacent private property in the immediate vicinity of the proposed use, unless as part of an approved joint-parking agreement (where allowed).

d. The applicant will incorporate measures intended to reduce vehicle trips to the site, including but not limited to the provision of spaces reserved for car pool use, the provision of weather-protected short term bike parking and the provision of showers and changing facilities in commercial buildings over 50,000 square feet in floor area.

2. Requests for Parking Increases. In order to approve any request to increase parking above maximum requirements, all of the following criteria must be met:

a. The proposed increase in parking is the least possible increase to accommodate all vehicles attributable to such use under the normal and

reasonably foreseeable conditions of operation of such use.

b. The increase in parking will not negatively impact the aesthetics of the site from the perspective of adjacent streets and properties.

c. The increase in parking will not negatively affect the pedestrian usability of the site.

d. The applicant will incorporate measures intended to reduce vehicle trips to the site, including but not limited to the provision of spaces reserved for car pool use, the provision of weather protected short term bike parking and the provision of showers and changing facilities in commercial buildings over 50,000 square feet in floor area.

809 DEFINITIONS

Alley: A right-of-way, dedicated to public uses, which gives a primary or secondary means of vehicular access to the rear or side of properties otherwise abutting a street.

Carport: A useable covered parking space open on one or more sides.

Drive aisle: A paved surface that connects a driveway with a parking lot aisle.

Driveway: An unobstructed paved area directly connecting a public or private street with vehicle parking, loading or maneuvering areas.

Drive-through lane: A paved surface assigned to a specific drive-through use which is used for the purpose of conducting a business transaction without requiring a driver to exit a vehicle, and which is designed of sufficient length to accommodate vehicular queuing.

Garage: A fully enclosed structure, or part thereof, used for the parking and storage of vehicles.

Joint Use Parking: Use of the same parking spaces by adjacent uses that have staggered peak periods of demand, thereby reducing the amount of land consumed by parking. Also known as "shared parking."

Off-street Parking Space: A paved and properly drained area, enclosed or unenclosed (unless specified), required to be permanently reserved for parking one (1) motor vehicle, the size of which is determined by Section 8 of this ordinance.

Parking lot aisle: On a commercial or employment site, the areas immediately adjacent to parking stalls which permit maneuvering of cars entering and leaving the parking stalls, and which connect the parking stalls to the driveway or drive aisle.

Paved surface: A surface of masonry, concrete or asphalt. Permeable or decorative surfaces, such as pavers, stamped/colored concrete (Bomanite), porous concrete, or porous asphalt may be considered a paved surface if approved by the City Engineer.

Queuing space: A temporary waiting area for motor vehicles, generally associated with a drive-through use or egress from a site. Also known as "stacking space."

Tandem Parking: The placement of parking spaces one behind the other, so that the space nearest the driveway or street access serves as the only means of access to the other space.

Exhibit C

City Council Work Session Meeting – Excerpt of Meeting Minutes
January 11, 2010

ZONING ORDINANCE TEXT AMENDMENT - SECTION 8, OFF-STREET PARKING: A proposed revision to Section 8, Off-Street Parking, of the City´s Zoning Ordinance to establish standards for the provision of adequate off-street parking, loading and maneuvering spaces.

Ken Galica, Planner II, indicated that Section 8 will only apply to new development. He reviewed the proposed revisions which include adjusting the minimum parking requirements to accommodate current usage projections, establish maximum and minimum parking requirements to ensure that paved surfaces are not underutilized, identify creative ways to reduce parking surface requirements for infill, transit-oriented and mixed-used developments, revise and expand the list of surface materials allowed for driveways and parking areas to include environmentally friendly permeable pavement and decorative pavement, allow carports and single-car garages for existing single family homes, prohibit overnight parking of heavy vehicles on residential areas, create specifications for drive-thru lanes, and increase minimum parking space dimensions which are currently the smallest in the valley.

In response to a question from Council Member Scott, Ken Galica indicated that Code Enforcement has had a chance to review the proposed revisions and their input will be included in the final draft.

Council Member Karlin asked if the proposed revisions affect areas such as Glen Arm Farms where residents are more likely to park RVs within their properties. Mr. Galica indicated that the Glen Arm Farms community has a different set of regulations due to being a more rural type of neighborhood and the proposed regulations should not affect them.

Council Member Weise commended Mr. Galica for pointing out the need to set maximum parking surface requirements to reduce negative environmental impacts.

To clarify a point raised by Mayor Lopez Rogers, Mr. Galica indicated that references to walls will be limited to a recently adopted section of the zoning ordinance. Mayor Lopez Rogers commented that currently the city requires that perimeter walls be built prior to the rest of the development and questioned whether that requirement is still a good idea at this time as there are areas where the perimeter walls were built but the rest of the development was halted due to the economy.

Exhibit D

Planning Commission Work Session Meeting – Excerpt of Meeting Minutes
May 20, 2010

The following members and representatives were present:

COMMISSIONERS PRESENT
David Iwanski, Chairman
Angela Cotera, Vice Chair – Arrived late
Michael Long, Commissioner
Lisa Amos, Commissioner
Grace Carrillo, Commissioner
Sean Scibienski, Commissioner

COMMISSIONER ABSENT
David Scanlon, Commissioner

CITY STAFF PRESENT
Ken Galica, Planner II, Development Services Department
Tracy Stevens, Planning Manager, Development Services Department

1. TA-08-7, Zoning Ordinance Section 8 Text Amendment – A presentation will be provided by Planning Staff to discuss proposed amendments to Section 8, Offsite Parking, of the Avondale Zoning Ordinance.

Ken Galica, Planner II, Development Services Department, stated that Section 8 has six subsections: 801 – Purpose and Applicability. 802 – Definitions. 803 – General Requirements (mainly requirements for parking on residential properties). 804 – Required Parking Schedule (determines the number of parking spaces needed for all uses, primarily Commercial and Industrial). 805 – Parking and Access Standards (sets the standard size for parking spaces, drive aisle widths, etc.). 806 – Accessible Parking.

Staff's recommended revisions to the Zoning Ordinance for the Planning Commission's consideration are:

- Adjust the minimum parking requirements to base ratios on modern usage projections, as current standards in the Ordinance were developed around 1990 and some require updating.

- Establish maximum parking requirements to enhance aesthetics and reduce the heat island effect. Other municipalities with parking maximums include Tempe, Buckeye, Surprise, Glendale, and Phoenix. Mr. Galica showed slides of retail sites with parking spaces exceeding the minimum requirement and slides of what the properties would look like with less parking provided. Staff believes that imposing a cap on the number of parking spaces allowed will increase shade, improve pedestrian access, and enhance the aesthetics of the property.

- Identify new ways to reduce parking requirements for certain development types, including in-fill development, transit-oriented development, and master planned mixed-use development.

- Expand the list of materials allowed for driveways and parking areas to include decorative and eco-friendly materials.

- Create minimum bicycle parking requirements.

- Allow for carports to be built in place of garages for older homes originally designed and built without any covered parking. Currently the City requires a two car garage to be built with all new construction and Staff is not proposing this be changed.

- Prohibit the overnight parking of vending/delivery vehicles and heavy vehicles (e.g. semi trucks) on residential parcels.

- Create specifications for drive-thru lanes, queuing spaces, and other onsite circulation elements.

- Establish a process and approval criteria for parking demand studies. Mr. Galica noted that by providing a quantitative analysis of parking demand based on a company's particular business model, a developer would be able to request an increase or decrease in parking below or above the allowed range.

- Create additional definitions, to be moved to Section One.

Mr. Galica stated public participation for this ordinance began with a City Council Work Session on January 11, 2010. A Neighborhood Meeting was held and the Public Review Draft distributed on February 25, 2010. A Public Comment Period has been open from February 25, 2010 to the present and no comments have been received. This text amendment is tentatively scheduled for a Planning Commission hearing in July 2010 and a City Council hearing in August 2010.

Chairperson Iwanski invited questions.

Commissioner Scibienski referenced prohibited overnight parking of vending/delivery vehicles and heavy vehicles (e.g. semi trucks) on residential parcels. He noted there are a few residential parcels of 5 to 10 acres with high brick walls that are owned by truckers who like to park their trucks on their properties. He asked if trucks would be allowed on properties with a certain amount of acreage. Mr. Galica replied that the existing ordinance prohibits any truck with a chassis rating over five tons to park on any residential lot, no matter the size of the lot. Staff is not considering revising this. Commissioner Scibienski opined that some properties could have trucks parked overnight on the property and it would not present an issue. Mr. Galica stated that Staff will take this under consideration. He pointed out that Glenarm Farms has large lots and Code

Enforcement has received several complaints about semi-cab trucks parking on those parcels, even though they are larger parcels. Commissioner Scibienski stated the Glenarm Farms' lots are 1 to 1-1/2 acres and he is thinking of the area of Litchfield Rd south of Lower Buckeye Rd where there are 10 to 12 residences with 5 plus acres each.

Commissioner Scibienski stated the reason for the large size of the retailer's parking lot in one of the slides is that particular retailer tends to have out of town shoppers in RVs who need the extra space to park. He asked if there would be an allotment for RV parking. Mr. Galica stated that occasionally that particular parking lot will have RVs parked there, which is a violation of the current City Code, which prohibits the parking and living in of recreational vehicles in commercial parking lots. The Ordinance does allow RV parking in residential areas designed for RV use. He noted there are even signs on this particular retail property stating RV parking is not allowed. Commissioner Scibienski stated he is referring to RV travelers who like to stop at this retailer's location because there is parking and a lot of shopping at a fair price. These RV travelers do not park for the night. Mr. Galica stated that is a good point and Staff can consider a ratio for retailers of a certain size to provide a certain amount of oversized vehicle parking, not to be used for night time parking. Commissioner Scibienski suggested an additional 10 percent of oversized vehicle parking be allowed.

Commissioner Long asked if this text amendment would be retroactive. Mr. Galica replied that reducing the overage of parking spaces will apply to new developments only. The prohibitions of RV parking and semi truck parking apply to everybody and are retroactive.

Commissioner Amos asked if parking structures are addressed in this section of the ordinance. Mr. Galica replied that the majority of design requirements for parking structures are located in the City's Design Manuals and the allowance for these structures is determined by the zoning district.

Vice Chair Cotera stated she is very much in favor of the parking maximum. She asked if Staff has considered requirements for covered parking with solar panels. She noted that the top of the parking garages at Arizona State University have solar panels. Mr. Galica stated that Staff has tried to include language on covered parking with solar panels in other City documents, but will not be proposing a requirement for solar panels on parking garages. Staff requests that office developments provide a certain percentage of covered parking spaces, and it is required that multi-family residential developments have at least one covered space per unit. He will consider adding additional language to the ordinance on parking structures.

Vice Chair Cotera noted there are problems in some neighborhoods of excessive parking on the streets in residential areas and asked if that would change. She stated her understanding of parking in residential areas is that the two right wheels have to be 12 inches from the curb and asked where that requirement is in the ordinance. Mr. Galica stated the City Code regulates parking on public streets. This section of the ordinance regulates what happens on private property and what the City can require of businesses

and homeowners. To prohibit residential streets from being used for private parking would require a City Code amendment. Typically private parking on streets is left up to HOAs, unless there is an engineering concern, in which case 'No Parking' signs would be placed. Generally public streets are available for parking, not to include arterial streets.

Vice Chair Cotera stated she lives in a cul-de-sac and sometimes people park their cars nose-in and block the entire cul-de-sac. Mr. Galica stated that anything involving parking on the streets is covered in the City Code and enforced by the Police Department; without knowing for certain, the example the Commissioner described may be a violation.

Chairperson Iwanski asked if parking studies are different from traffic studies. Mr. Galica stated that parking studies are indeed different from traffic studies. Chairperson Iwanski asked if parking studies and traffic studies both require an engineering stamp. Mr. Galica stated that Staff would probably not require an engineering stamp for parking studies. Staff's initial thinking would require a developer to provide a business model study on why a particular business generates a greater or lesser need for parking than the average business of that same type. Traffic studies do require an engineering stamp and are far more technical.

Commissioner Scibienski referenced adjusting the parking requirements for in-fill developments and asked what Staff is considering. Mr. Galica stated that Staff has some initial concepts on paper. The in-fill areas that Staff is considering are in Cashion and Old Town as far as reducing parking requirements in those areas. Staff is also considering joint-use parking and allowing street parking to be counted toward the parking space requirement in Old Town Avondale.

Vice Chair Cotera asked how does this ordinance apply to Phoenix International Raceway (PIR). Mr. Galica explained that for PIR to expand, they will need a Special Use District Overlay approved. As part of that overlay, applicants can propose to waive certain requirements. He would expect the parking requirements to be waived due to the large draw of the PIR facility.

Chairperson Iwanski acknowledged former Planning Commissioner Ed Meringer was present.

Exhibit E

Planning Commission Regular Meeting – Excerpt of Meeting Minutes
August 19, 2010.

The following members and representatives were present:

COMMISSIONERS PRESENT
David Iwanski, Chairman
Angela Cotera, Vice Chair – Arrived late
Michael Long, Commissioner
Lisa Amos, Commissioner
Grace Carrillo, Commissioner
Sean Scibienski, Commissioner
David Scanlon, Commissioner

CITY STAFF PRESENT
Ken Galica, Planner II, Development Services Department
Tracy Stevens, Planning Manager, Development Services Department
Christopher Schmaltz, Legal Counsel

1. TA-08-7: This is a public hearing before the Planning Commission to review and solicit public input on application TA-08-7, a request to comprehensively amend Section 8 of the City of Avondale Zoning Ordinance, *Off-Street Parking*. The proposed amendment will review standards and requirements, including, but not limited to, general parking requirements, minimum parking ratios, parking and access standards, and accessible parking standards. Proposed new provisions include, but are not limited to, maximum parking ratios and parking area design standards.

Ken Galica, Planner II, Development Services Department, stated application TA-08-7 is an update to the Avondale Zoning Ordinance, Section 8, currently titled *Off-Street Parking*, which will be renamed to *Parking*. This is a Staff-initiated amendment as part of the comprehensive update to the Avondale Zoning Ordinance which Staff has been undertaking. The proposed format for the new *Parking* section includes nine subsections, three of which are new. The new sections include 803 - Parking Area Design and On-Site circulation, 807 – Parking Provisions for Special Districts, and 808 – Parking Demand Studies.

Mr. Galica highlighted Staff's proposed changes to Section 8, *Parking*.

- **Subsection 801 – Purpose and Applicability**

  Staff proposes to amend the purpose statement of Section 801 to denote that Section 8 establishes standards for both on-site and off-site parking, as well as on-site circulation.

This subsection will also specify which provisions of the new ordinance apply to all properties and which only apply to new development, redevelopment, or re-use of buildings.

- **Subsection 802 - General Parking Requirements for All Properties**

  Staff proposes to exempt farming equipment from parking and screening requirements when located on properties in the Agricultural Zoning District.

  Staff has added a provision which requires property owners to maintain parking and on-site circulation areas in a neat and adequate manner. This gives the City the ability to require maintenance of the parking lot from the property owner.

- **Subsection 803 - Parking Area Design & On-Site Circulation**

  Staff has expanded the list of permitted parking area surfaces to include permeable and/or decorative pavement surfaces, such as pavers, stamped concrete, porous concrete, and porous asphalt.

  All landscaped areas located in a non-residential parking lot must be protected by vertical curbing.

  Staff proposes to allow for reductions in residential driveway lengths from the 20 feet standard when residences have side-entry garages rather than street-facing garages.

  Staff has created minimum dimensions for two-car garages, single-car garages, and carports.

  Staff has clarified that vehicle parking in the front yard of a residence is allowed only when on a paved surface which does not exceed more than 50 percent of the lot width.

  Staff has specified that vehicle queuing in drive-through lanes must not block driveways, drive aisles, parking aisles, or parking spaces.

  Staff has proposed that all pole-mounted parking lot lighting be located within landscaped islands/medians.

  Staff is requiring that decorative paving material be used at all pedestrian crossings where walkways traverse drive aisles.

- **Subsection 804 - Required Parking**

  Staff has amended the "Required Parking Schedule" table to arrange uses by general type.

  Staff has added uses to the Required Parking Schedule table which were not previously listed.

  Staff has added a requirement for a minimum amount of covered parking for specified institutional uses such as offices, hospitals, etc.

  Staff has limited the maximum number of parking spaces that will be allowed for non-residential development to a percentage of the minimum spaces required. For example, a retail center which is required to provide 500 spaces will not be allowed to provide more than 550 spaces. Limiting maximums will decrease the amount of pavement and, in turn, increase the amount of landscaping or the number/size of buildings provided on a site.

  The City will require bicycle parking be provided for all new non-residential development projects where 50 or more vehicle parking spaces are provided.

  Staff has amended the parking requirement for single-family residential homes to allow carports in place of garages for any home not originally built with an enclosed garage that is located in a neighborhood where carports are commonplace. This is necessary because requiring two-car garages for older homes in certain neighborhoods can prove difficult to fit given the smaller lot sizes in many of those neighborhoods.

- **Section 805 - Parking & Access Standards**

  Staff has increased the minimum dimensions of a standard parking space to 10 feet wide by 20 feet long. The previous dimensions were 9 feet wide by 18 feet long.

  Staff has added a standard that allows the Development Services Department to require oversized parking spaces for recreational vehicles if a commercial development caters to a traveling clientele.

  Staff has clarified that vehicular overhang onto curbs, sidewalks, or landscaped areas will not count towards minimum parking space dimensions.

  Staff has increased the minimum width of parking lot aisles to meet Fire Department requirements.

- **Subsection 808 - Parking Demand Studies**

  This subsection will establish the application, review, and approval process to allow for variation from the minimum required parking spaces or maximum allowed parking spaces if business owners can explain why they need less or more parking than typical.

  Staff will require certain "green" measures be taken to reduce vehicle trips if an increase or decrease of parking spaces is approved. This will include providing weather-protected bicycle parking, showers/changing facilities, and designating spaces for car pool use.

- **Subsection 809 - Definitions**

  Staff has added 11 new definitions for parking and/or on-site circulation to Section 8. Staff has deleted two definitions that are no longer needed. Staff will move all definitions from Section 8 to Section 1 when the proposed amendment to Section 1 is brought forward.

- **Throughout Section 8**

  Staff has made numerous non-substantive changes to verbiage, order, and formatting throughout Section 8 for clarity and consistency.

Mr. Galica reviewed the public participation to date, stating that a City Council Work Session was held on January 11, 2010. A Neighborhood Meeting was held on February 25, 2010 with public review of the first draft. A public comment period has been open from February 25, 2010 to the present. No comments have been received. A Planning Commission Work Session was held on May 20, 2010. Tonight Staff is seeking the Planning Commissioners' recommendation for approval and hopes to bring these revisions to City Council in September 2010 for adoption.

Chairperson Iwanski invited questions.

Commissioner Long requested a definition of "neat and adequate manner." Mr. Galica stated that "neat and adequate manner" is a standard phrase that is used to describe how a property should be kept.

Commissioner Long asked if "neat and adequate manner" is in the definitions. Mr. Galica replied that "neat and adequate manner" is not defined in the Zoning Ordinance.

Commissioner Long stated he has spent numerous years in Code Enforcement where residents were cited for not keeping their property in an "adequate manner." There was often a difference between the resident's opinion and the inspector's opinion as to "adequate manner." He would like to alleviate that conflict. Mr. Galica stated that is a good point and Staff will add a definition for "neat and adequate manner."

Commissioner Scibienski referenced Subsection 804, "Amends the parking requirement for single-family residential homes to allow carports in place of garages for any home not originally built with an enclosed garage that is located in a neighborhood where carports are commonplace." He stated this seems like a Board of Adjustment issue.

Chris Schmaltz, City Attorney, stated it is better to make a legislative determination about this carport issue as opposed to a variance process. Typically the residential properties are flat, rectangular properties that do not meet the criteria in the statute in order to grant a variance. Thus, it is better to deal with the carport issue legislatively.

Commissioner Amos asked about the increased dimensions of standard parking spaces. Mr. Galica stated the minimum dimensions of a standard parking space have been increased to 10 foot wide by 20 foot long.

Commissioner Amos asked what were the standards for parking space dimensions in other cities. Mr. Galica replied that the City of Mesa requires a 9 foot wide by 18 foot long parking space dimension, the vast majority of others require spaces around 10 by 20.

Commissioner Amos asked if many cities required parking spaces to be over 10 foot wide by 20 foot long. Mr. Galica stated the variations were not greater by much, such as a requirement for 10 foot wide by 21 foot long or 10 foot wide by 22 feet long.

Commissioner Scanlon referenced Article 804 and asked if the one parking space for every 200 square feet requirement included high schools, as a lot of kids drive to school. Mr. Galica stated all of these standards are created by transportation engineers who project traffic demand and release a manual on a semi-regular basis. While one parking space for every 200 square feet does not seem like a lot, a great deal of the square footage of a school is devoted to other uses which are often unused, such as the gymnasium and cafeteria, which all count towards the building's aggregate square footage.

Commissioner Scanlon noted there are high schools in Avondale with 45 kids per classroom. He asked if the square footage included the football field. Mr. Galica replied the square footage number only includes indoor, enclosed floor area.

Commissioner Scanlon referenced Article 807 "Increasing the distance away from a business for which public parking (on-street, public parking lots, etc.) can count towards minimum requirements from the current standard of 100 feet to the proposed standard of 300 feet." He asked if this requirement applies to buildings on Dysart Road and would available spaces on the other side of Dysart Road count toward the parking requirements. Mr. Galica stated that the standard of 300 feet is only for properties zoned Old Town Avondale Business District. There are currently no properties along Dysart Road that are zoned Old Town Avondale Business District. If properties are zoned Old Town Avondale Business District on Dysart Road in the future, they will be able to count parking spaces within 300 feet in each direction toward their parking requirement.

Commissioner Scanlon asked if there were any crosswalks on Dysart Road. Mr. Galica stated there likely are crosswalks at the street lights.

Commissioner Scanlon stated people will have to cross a dangerous street if there is no crosswalk. Mr. Galica voiced agreement and stated this ordinance applies to the boundaries of the Old Town Avondale Business District. If those boundaries expand across Dysart Road, Staff would expect infrastructure enhancements to enhance safety and make the area more pedestrian friendly, including additional crosswalks.

Commissioner Scanlon referenced the definition for carport, "Usable, covered parking space." He asked why the distinction is made between usable and unusable. He noted there are buildings in Avondale with carports that are used for other purposes. Mr. Galica replied that is why the ordinance is worded "usable," to make sure that the carports are used for the intended purpose of covering a vehicle and not for storage. He noted the City has separate ordinances that speak to outdoor storage areas and when they are allowed. The carports are required to be able to accommodate a parked car.

Commissioner Scanlon referenced the definition of garage, "Fully enclosed structure or part thereof used." He asked if it would be better to say "intended for use." He referenced the occasion when residents create a living room in their garage. Mr. Galica explained that when residents convert garages to living space, the space is no longer considered a garage even though that was the original intended purpose. Staff wants to maintain the distinction between something used for the parking of vehicles and something that is now used as a living area.

Vice Chair Cotera referenced Subsection 804, "maximum spaces allowed." She stated she can understand that churches and convention centers need more parking spaces due to weekly surges. She is concerned that employment and industrial uses are being allowed a greater percent of maximum parking spaces than other uses. Mr. Galica stated the main reason the maximum percentage of parking spaces is higher for employment and industrial uses is because the minimums are so much lower. Staff does not require much parking for a warehouse, but in the event there is a need for a particular industrial user for more parking, Staff wants to anticipate that and allow for adequate parking.

Vice Chair Cotera stated she lives in a cul-de-sac and the house next to her has a three-car garage and a three-car driveway, plus little spaces on either side, which is less than 50 percent of the frontage. She asked if Staff has considered parking in regards to cul-de-sac streets. Mr. Galica pointed out that the lot width is not measured at the front curb, but is measured at a point internal to the lot. So even though more of the direct road frontage might be paved, the City would look at the parking as less than 50 percent because of method of calculation for irregularly shaped lots.

Vice Chair Cotera stated she has noted that because of the way cul-de-sacs are shaped, they have less parking and this presents more parking problems. Mr. Galica stated that Staff tries to avoid knuckle lots and subdivisions with multiple cul-de-sacs to avoid just that problem.

Vice Chair Cotera referenced Residential Use under Subsection 804, stating there are no maximums given and six parking spaces should not be allowed for a house. The parking of cars on the street makes a neighborhood look trashy. She is concerned that there is no maximum number of parking spaces allowed. Mr. Galica stated that the Ordinance limits the amount of parking in residential neighborhoods through design measures such as the 50 percent rule, which will limit the amount of cars in the front yard even though a maximum number of cars is not specified. However, if residents want to build a garage in their rear yard or have a larger garage than standard, Staff does not feel like the City should stand in the way of that and a maximum would be a burden on those residents. Many people have hobbies, such as working on vehicles, and desire to have more cars.

Vice Chair Cotera stated that much of the parking is addressed through HOA rules, but there are other areas that are not under HOA rules. Mr. Galica pointed out that off-site parking is addressed in the ordinance, such as for Old Town Avondale Business District and the City Center District. For residential uses, Staff is addressing on-site parking only. The on-street parking within neighborhoods is governed by the Municipal Code.

Commissioner Scibienski stated that 30 percent of the lots in the neighborhood on the northeast corner of 107th Avenue and Thomas Road have very large garages in the back of the properties that can hold eight cars. If the number of cars is limited, then that resident's garage they built for their RV and their cars will be limited. He suggested the City add language that addresses uncovered or un-garaged cars to regulate the number of cars a resident has on their property.

Vice Chair Cotera asked if there was a way to ensure that all residents have the nice, aesthetically pleasing garages. When it comes to residential parking, there are problem homes in some neighborhoods and she is curious as to what the legal boundaries are and what the City can do so that parking does not degrade the neighborhoods.

Commissioner Scanlon stated he is convinced that somebody in his neighborhood is running a commercial auto repair facility out of his garage, but that is an ordinance enforcement problem. Everyone sees homes that have cars parked with cobwebs on them because the cars are not moved. He thinks the problem probably is addressed by other parts of the Municipal Code. Mr. Galica stated that parking of inoperable vehicles is addressed in the International Property Maintenance Code and is a fineable offense. Section 8 mainly addresses on-site parking and Staff feels that the 50 percent of lot provision does limit the parking even though no maximum number of parked cars allowed is given. Screening requirements are also in place for vehicles parked in a rear yard.

Commissioner Scanlon stated he thinks it is good not to have a maximum amount of cars allowed for people with hobbies and people that build a nice garage for many cars. He does not believe the City should be in the business of telling the residents how many cars they can keep in a nice looking garage as long as they meet the other requirements of the City Code.

Commissioner Long agreed that the City should not get into the business of mandating the maximum number of cars that can be parked in a residential neighborhood because his family had five cars for five people, as well as an emergency vehicle parked at home. They were all on the driveway, did not hang over the sidewalk, and were clean and operable. If someone told him he could only have four cars, that would have devastated the family setup. There are already rules in place about blocking the sidewalks or parking on the landscaping.

Commissioner Amos referenced Subsection 807, Parking Provisions for Special Districts, and asked what is behind reducing the parking requirements in townhouse districts as far as not having to have bicycle spaces and providing less car coverage. She has lived in townhouses and has seen where there was not enough parking. Mr. Galica stated the parking requirements for the City Center District are word for word from the City Center Specific Plan. The only standards that are varied for townhomes in the City Center are the carpool parking, typically not seen with residential properties, and the bicycle parking requirement is waived. Bike racks will not be required at the front door of each unit. That is the extent of the exemptions.

Commissioner Amos noted with a townhouse, two spaces are required per unit, plus one visitor space for 10 units. In Subsection 807, the City Center District is allowed a 10 percent reduction in the minimum number of parking spaces allowed. Mr. Galica stated that within the City Center the hope is that less parking will be needed because residents will be able to potentially walk to work and shopping. Developers are not required to provide 10 percent less parking; the ordinance simply provides an opportunity to reduce the parking as an incentive to build more units rather than parking spaces. He noted there will be public parking in the City Center District as well to make up for any potential shortages.

Commissioner Amos stated she disagreed that parking spaces should be less in townhouse areas because if there is a family with two drivers and then they have a visitor, the visitor will have to park down the street.

Chairperson Iwanski referenced the Work Session of May 20, 2010, "Commissioner Scibienski referenced adjusting the parking requirements for in-fill developments and asked what Staff is considering. Mr. Galica stated that Staff has some initial concepts on paper. The in-fill areas that Staff is considering are in Cashion and Old Town as far as reducing parking requirements in those areas. Staff is also considering joint-use parking and allowing street parking to be counted toward the parking space requirement in Old Town Avondale." He asked if Staff is comfortable that the parking requirements for in-fill developments address Commissioner Scibienski's concern. Mr. Galica stated that Staff feels they have met the parking requirements through the expansion of the on-street parking that can be counted in OTAB. Joint-use parking standards are included for both the Old Town Avondale and Cashion Business districts. Parking demand studies are another avenue provided for property owners to address variations in their parking needs. Staff feels there is a lot of flexibility for those districts in particular.

Chairperson Iwanski referenced Subsection 808, Parking Demand Studies, and stated it is a great idea to allow for fewer parking spaces or more parking spaces. He asked if the variances in parking would be handled at the Staff level and reflected in the presentations, or is it something that Staff brings to the Planning Commission who will decide whether to allow less or more parking. Mr. Galica stated that administrative approval is at the department level and the parking variation request would not come before the Planning Commission for a decision.

Chairperson Iwanski opened the public hearing for item TA-08-7. There were no requests to speak.

Chairperson Iwanski invited further questions of Staff, and hearing none, he entertained a motion.

Vice Chair Cotera moved that the Planning Commission accept the findings and recommend adoption of application TA-08-7, a request to amend the Zoning Ordinance Section 8, *Parking*. Commissioner Long seconded the motion.

Chairperson Iwanski opened the floor for discussion. There was none. Chairperson Iwanski called for a vote.

ROLL CALL VOTE

Chairperson Iwanski	Aye
Vice Chair Cotera	Aye
Commissioner Long	Aye
Commissioner Amos	Aye
Commissioner Carrillo	Aye
Commissioner Scanlon	Aye
Commissioner Scibienski	Aye

The motion passed unanimously.

RESOLUTION NO. 2932-910

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "THE CITY OF AVONDALE PARKING REGULATIONS, AMENDED AND RESTATED SEPTEMBER 20, 2010."

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That certain document entitled the "City of Avondale Parking Regulations, Amended and Restated September 20, 2010", of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Council of the City of Avondale, September 20, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

ORDINANCE NO. 1426-910

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE ZONING ORDINANCE, SECTION 8, PARKING REGULATIONS, AND ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS "THE CITY OF AVONDALE PARKING REGULATIONS, AMENDED AND RESTATED SEPTEMBER 20, 2010."

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the "Commission") and the Council of the City of Avondale (the "City Council") were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing regarding the subject matter of this Ordinance on August 19, 2010, after which the Commission recommended to the City Council that the actions contemplated by this Ordinance be approved; and

WHEREAS, the City Council held a public hearing on this Ordinance on September 20, 2010.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The document known as the City of Avondale Parking Regulations, Amended and Restated September 20, 2010 (the "Revised Parking Regulations"), three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 2932-910 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 3. The City of Avondale Zoning Ordinance (the "Zoning Ordinance"), Section 8, Parking Regulations, is hereby deleted in its entirety and replaced by the Revised Parking Regulations, which shall be inserted into the Zoning Ordinance as a new Section 8, Parking Regulations.

SECTION 4. Any person who fails to comply with any provision of the Revised Parking Regulations shall be subject to civil and criminal penalties as set forth in Section 114 of the Zoning Ordinance. Civil penalties shall not exceed $1,000.00. Criminal penalties shall

constitute a class one misdemeanor, punishable by a fine not to exceed $2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Revised Parking Regulations adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, September 20, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Time Extension for Entorno PAD Zoning (PL-10-0048)

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Sue McDermott, Development Services and Engineering Director (623) 333-4211

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

REQUEST: Extend the period allowed for commencement of development within the Avondale Entorno PAD for one year from the date of the expiration of the previous extension, until October 1, 2011.

PARCEL SIZE: 160 Gross Acres

LOCATION: Southwest Corner of 99th Avenue and Indian School Road (Exhibits A and B)

APPLICANT: Ms. Clare Abel, Burch & Cracchiolo, P.A., (602) 234-9920

OWNER: Mr. Jonathan Grebow, AG/RW-Entorno, LLC, (973) 593-0003

BACKGROUND:

The subject property was annexed in two separate actions on May 26, 1981 and October 21, 1989. The property was subsequently rezoned from AG (Agricultural) to PAD (Planned Area Development) on October 1, 2007 (Exhibits D, E, and F). The approved Entorno PAD requires mixed use development intended to provide a unique destination and gateway into Avondale at the far northeast corner of the City.

The approved PAD requires separate development of the site into two general phases. Phase One includes off-site and on-site infrastructure and improvements. Phase Two includes the development of individual parcels. The uses allowed include a mix of regional and neighborhood commercial, office, commerce park, urban mixed-use and medium-high to multi-family residential densities organized in a village style. Within the Urban Mixed-Use district, an up to eight story residential-over-retail building is allowed. In the commercial districts, three story buildings are proposed.

Access to the site will be provided from Indian School Road, 99th Avenue, and major and minor collector streets throughout the development.

The Zoning Ordinance allows up to three years from the date of the original zoning approval to commence development within a PAD in order to prevent its' expiration; the PAD is set to expire on October 1, 2010. The Zoning Ordinance specifies that prior to expiration, the property owner or an authorized representative may submit an application for extension to the City; the City Council may grant up to four (4) one-year extensions of the time condition.

Approval of this request for a one-year extension will extend the deadline for development to occur within the Entorno PAD through October 1, 2011. Should development not occur prior to that date, the property owners or authorized representatives will be able to request up to three additional one-year extensions under the terms of the PAD Ordinance.

The General Plan and Freeway Corridor Specific Plan land use designations for this property are mixed-use and freeway commercial. The approved PAD remains consistent with these General Plan and Freeway Corridor Specific Plan designations.

SUMMARY OF REQUEST:

The applicant is requesting that the City Council grant a one-year extension for the Entorno PAD approval. This request represents the first extension for this particular PAD; the Zoning Ordinance allows for no more than four one year extensions to be granted.

The full justification for needing additional time to develop the site is contained within the Entorno PAD Zoning Time Extension Narrative provided by the applicant (Exhibit C). The primary reasons for the extension request are summarized in the following bulleted list:

- The real estate market was strong when the Entorno PAD was originally processed in 2006/2007. Shortly after approval, however, the economy slowed and financing for development projects became difficult for land developers to obtain.

- The original owner/developer of the property was unable to obtain financing and lost the property to foreclosure. The current owner purchased the property from the lender in June of this year.

- Given the relatively short period of time the current owner has possessed the property, additional time is needed to assemble a project team and determine an appropriate course of action for development of the site.

- The current owner is committed to moving forward with the subject property after having additional time to evaluate current market conditions and the processes required to commence Phase I of the Entorno PAD.

PARTICIPATION:

Public notifications are not required for PAD Extensions.

PLANNING COMMISSION ACTION:

The Planning Commission does not review PAD Extensions.

ANALYSIS:

Conformance with General Plan and Freeway Corridor Specific Plan

The property is designated as Mixed Use and Freeway Commercial by the General Plan and falls within the boundaries of the North Avondale Specific Plan (NASP). Subsequent to the PAD approval in 2007, the NASP was amended to allow buildings up to eight stories on the subject property with additional controls included to ensure minimal impacts on adjacent residential properties. All permitted and conditional uses listed in the PAD are still considered appropriate for a property designated as Mixed Use/Freeway Commercial by the General Plan. The PAD also remains in conformance with the design requirements for properties within the North Avondale planning area. In summary, the PAD remains in total conformance with both the General Plan and North Avondale Specific Plan.

Conformance with the Zoning Ordinance, Design Manual, and Engineering Requirements

Minimum standards required by the PAD meet or exceed the City's minimum requirements with the following exceptions:

- The width and design of 99th Avenue specified within the PAD are not reflective of the current requirements. The applicant has agreed to a new stipulation requiring 99th Avenue to be constructed per City of Phoenix standards with 70' of half street right-of-way.

- The width and design of the intersection of 99th Avenue and Indian School Road specified within the PAD are not reflective of the current requirements. The applicant has agreed to a new stipulation which requires the intersection be constructed per City of Phoenix standards with dedicated right turn lane having an island.

- The approved PAD does not adequately address the future modifications to the existing SRP irrigation ditch adjacent to 99th Avenue. The applicant has agreed to two new stipulations regarding the irrigation ditches on the subject site.

- Tables contained within the approved PAD specifying street improvement standards for arterial, major collector, minor collector, and private drives no longer are reflective of current City requirements. The applicant has agreed to a stipulation that these tables (Tables 4, 5, 6, and 7 of the PAD) are required to meet the current design standards from the City of Avondale General Engineering Requirements (GER) Manual, dated 2008.

- Certain water service specifications within the approved PAD are not reflective of current City requirements. The applicant has agreed to a stipulation that the developer will be responsible for the construction of a 16” water main in 99th Avenue along the property frontage to the southern edge of the proposed Entorno east-west collector road.

- Standards for landscaping within parking lots in several sub areas are not reflective of current City landscaping requirements. The applicant has agreed to a stipulation specifying that parking area landscaping within the Regional Commercial/Office, Neighborhood Commercial/Office, and Office/Commerce Park subareas will be subject to the parking area landscaping requirements in Avondale Zoning Ordinance Section 12, Landscaping, Walls, and Fences, adopted on May 3, 2010.

- The approved PAD contained a stipulation requiring public art be provided at the southwest corner of Indian School and 99th Avenue. This stipulation preceded the City's public art ordinance which establishes procedures for evaluating the public art and determines a minimum cost for art on a development site. The applicant has agreed to a new stipulation that public art shall be provided on non-residential portions of the development site in accordance with the Avondale Zoning Ordinance Section 11, Public Art. This language will replace existing stipulation #14 which requires public art be provided at the SWC of Indian School Road and 99th Avenue.

Uses listed in the PAD as permitted, permitted subject to conditions, or permitted with a Conditional Use Permit remain consistent with the City's objectives for mixed use and freeway commercial development.

§ The approved PAD requires all off-site infrastructure improvements on the perimeter of the site to be completed in the first phase of development. This requirement is consistent with the PAD Ordinance requirements.

§ The approved PAD directly references the Zoning Ordinance in terms of specifying required landscaping. This language ensures that the PAD will always be in conformance with the most current landscaping requirements.

§ The PAD was approved prior to the adoption of the Design Manuals, however it does contain

several pages of design requirements included to ensure a quality development. Staff feels the design requirements contained within the PAD are strong and will produce a quality, village-style mixed use development.

Conclusion

With staff recommended stipulations, the uses, standards, and requirements contained within the Entorno PAD are in conformance with current Zoning Ordinance standards. As such, staff recommends that the expiration date of the PAD zoning be extended since the overall vision for the project remains consistent with the City's goals for this location.

RECOMMENDATION:

Staff recommends that the City Council approve the time extension request for the Entorno PAD zoning for one year from the date of expiration, until October 1, 2011, subject to the following stipulations:

1.Unless listed below, all standards, requirements, and stipulations of the Entorno PAD approval on October 1, 2007 shall remain in full force and effect. Any language or graphics contained within the PAD General Development Plan and/or any original stipulation of approval that is in disagreement with the requirements listed below shall be disregarded.

a.99th Avenue shall be constructed per City of Phoenix standards with 70' of half street right-of-way.

b.The intersection of 99th Avenue and Indian School Road shall be constructed per City of Phoenix standards with dedicated right turn lane having an island.

c.The SRP irrigation ditch along 99th Avenue is fee title and will require 35 feet for the undergrounding of the irrigation line. This 35 feet shall not be within public right-of-way. Going west from the 99th Avenue monument line, there would be 70' of right-of-way, 35' to SRP for irrigation ditch, and an 8' PUE.

d.All irrigation ditches on the Entorno property that need to be kept in service shall be undergrounded outside of public right-of-way.

e.Tables 4, 5, 6, and 7 of the PAD are required to meet the current design standards from the City of Avondale General Engineering Requirements (GER) Manual, dated 2008.

f.The developer shall be responsible for the construction of a 16” water main in 99th Avenue along the property frontage.

2.Parking area landscape within the Regional Commercial/Office, Neighborhood Commercial/Office, and Office/Commerce Park subareas is subject to the parking area landscape requirements in the Avondale Zoning Ordinance Section 12, Landscaping, Walls, and Fences, adopted on May 3, 2010.

3.Public art shall be provided on non-residential portions of the development site in accordance with the Avondale Zoning Ordinance Section 11, Public Art. This language shall replace existing stipulation #14 which requires public art be provided at the SWC of Indian School Road and 99th Avenue.

PROPOSED MOTION:

I move that the City Council **GRANT** a time extension for the Entorno Planned Area Development (PAD) for one year from the date of expiration, until October 1, 2011, subject to the staff recommended stipulations.

ATTACHMENTS:

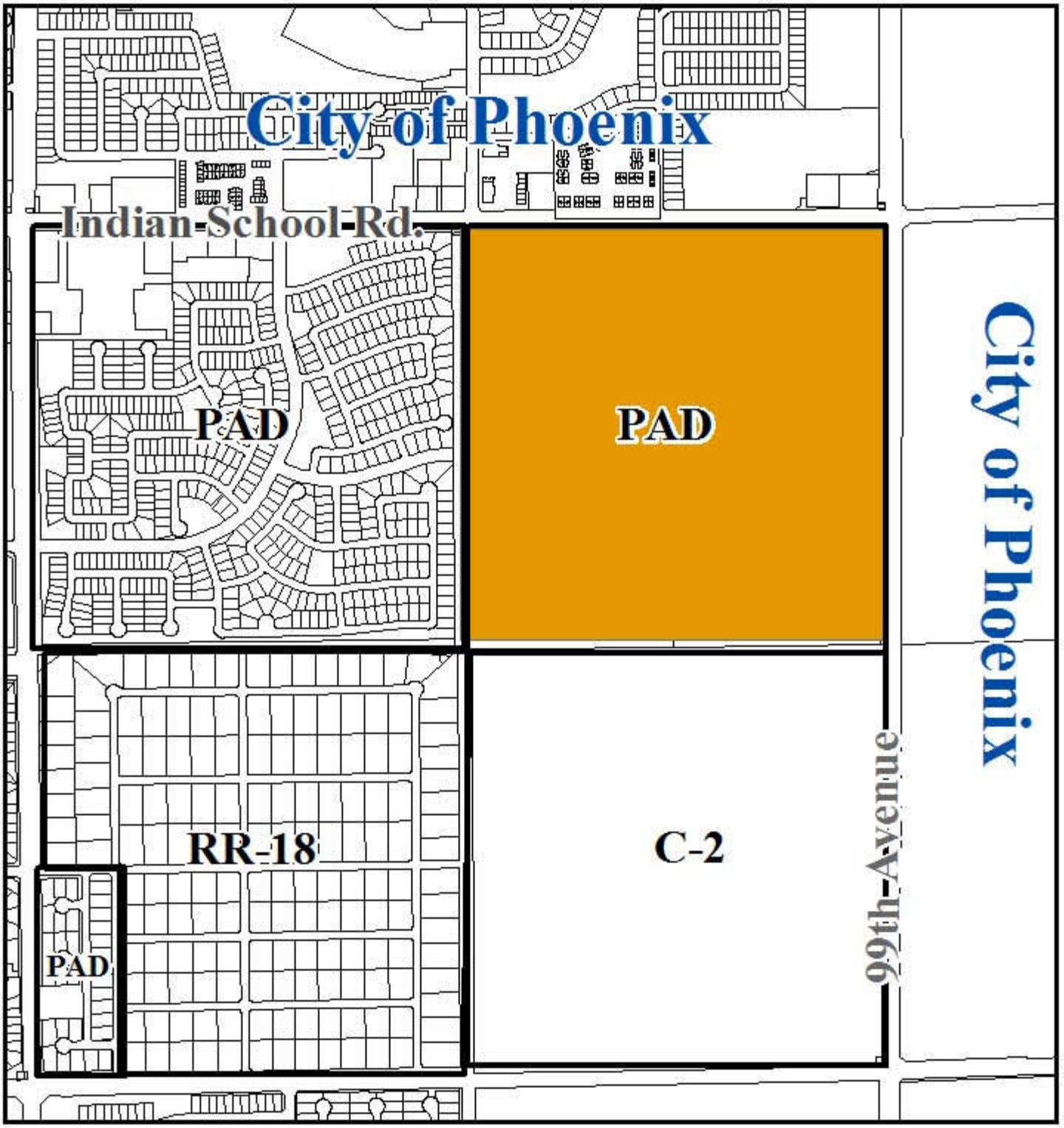
Click to download

- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photograph
- Exhibit C - Applicant's Extension Request dated 7/15/2010
- Exhibit D - Entorno PAD Development Plan
- Exhbit E - Ordinance 1269-1007
- Exhibit F - City Council Minutes October 1, 2007

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

Aerial Photograph

Avondale

Subject Property

N

ENTORNO
PAD ZONING TIME EXTENSION NARRATIVE
7/15/10

CITY OF AVONDALE
JUL 15 2010
DEVELOPMENT SERVICES

I. Location. The Entorno Planned Area Development is located at the southwest corner of 99th Avenue and Indian School Road The 160+/- gross acre parcel is at the northeastern edge of the City of Avondale with the other three corners at the intersection all being located within the City of Phoenix. (See Aerial at Exhibit 1.)

II. History. On October 1, 2007, the Avondale City Council approved rezoning from AG (Agricultural) to PAD (Planned Area Development) for a mixed use development that includes retail, office, industrial and residential components. The City's approval was subject to sixteen stipulations. (See Ordinance No. 1269-1007 at Exhibit 2.) In addition, Avondale's PAD ordinance requires that development of Phase I of an approved PAD within three years from the date of approval of the PAD. Pursuant to the terms of Avondale's PAD regulations, the Entorno rezoning will expire on November 1, 2010.

Stipulation 2 of the rezoning case required amendment of the North Avondale Specific Plan to bring that Specific Area Plan into compliance with the approved PAD zoning. That stipulation was satisfied on December 17, 2007 when the Avondale City Council approved an amendment to the North Avondale Specific Area Plan to increase the building height up to eight stories along 99th Avenue. (See Resolution No. 2709-1207 at Exhibit 3.)

III. Request. Avondale's PAD zoning district is conditioned on development of the first phase of the project commencing within three years of the effective date of the Zoning Ordinance. The Ordinance further provides for one-year extensions of the time to commence development. The Zoning Ordinance effective date was November 1, 2007. Phase 1 offsite and infrastructure improvements have not been completed. (See aerial photograph attached at Exhibit 1.) Without further action, the PAD zoning will expire on November 1, 2010. For the reasons provided in this Narrative we are requesting a one year time extension until November 1, 2011.

IV. Justification. When the Entorno PAD was approved, the real estate development market was still vibrant. As hindsight has revealed, the residential real estate development market then took a dramatic downturn followed by the precipitous decline in commercial development. Institutional lending all but ceased and non-traditional sources of development funds also became scarce. As land values declined and development slowed, the original PAD applicant/owner/developer did not secure construction financing and recently, the lender foreclosed on the property earlier this year. In June 2010, AG/RW - Entorno, LLC ("AG/RW") purchased the property from the lender. AG/RW is an entity formed by Angelo Gordon & Co., a private equity real estate investment firm. Having only closed the transaction a few weeks ago, AG/RW is requesting the time extension to allow them an opportunity to assemble a project team, evaluate the current approvals, consider existing and projected market conditions and determine the appropriate timing for development of the property under the PAD zoning approval. AG/RW will need the additional year to put their team together, meet with City Staff and arrive at a development schedule for the property.

AG/RW recognizes the important of the Entorno location as the northeastern-most boundary of Avondale and an "entry point" to the City. The AG/RW team has already invested time, energy and resources on the location and in reliance on the site's PAD zoning. At the time it was approved, Staff recommended approval of the PAD zoning because (1) the zoning was in conformance to the General Plan and the North Avondale Specific Plan; (2) the proposal met the PAD requirements of the Zoning Ordinance; (3) the proposed PAD zoning would result in compatible land use relationships; and (4) the development standards were consistent with the desired character of development for the area. AG/RW is committed to moving forward with the property subject to having an opportunity to fully evaluate the development, market, timing and further processes that are required to initiate Phase I development.

For these reasons, AG/RW respectfully request that the time condition for the first phase of the development be extended for one year from November 1, 2010. AG/RW intends to be actively engaged in moving forward with this high-quality development. If you have any questions or need additional information, please do not hesitate to contact Clare Abel at Burch & Cracchiolo (602-234-9920) or Ricki Horowitz at Burch & Cracchiolo (602-234-8728).

Thank you.

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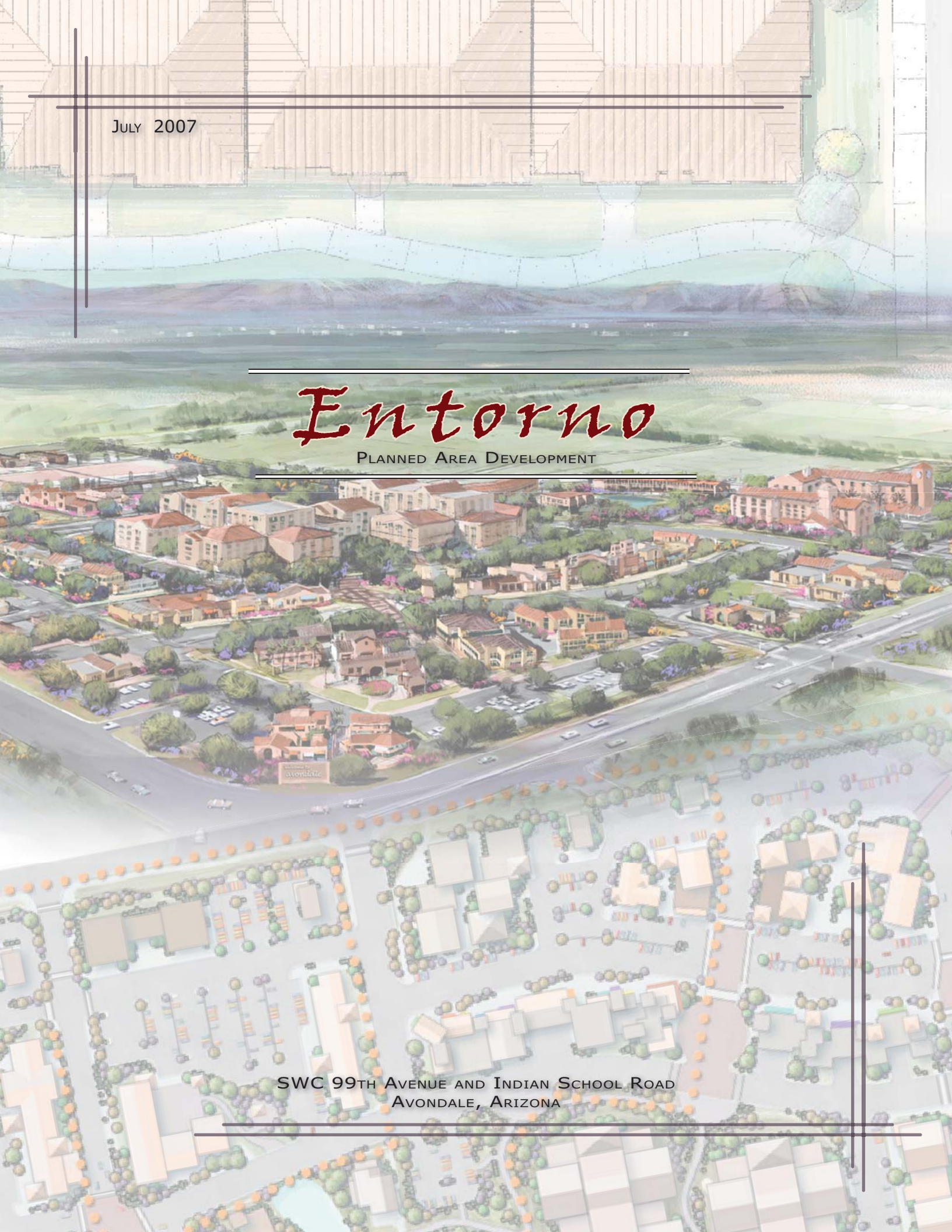
July 2007

Entorno

Planned Area Development



SWC 99th Avenue and Indian School Road
Avondale, Arizona

*This document provides many graphical representations of a wide range of topics such as amenities, land uses, park components, trails, housing products. All figures, plans and graphics are only conceptual, solely intended to convey concepts and opportunities. These graphics may be further refined or amended as the project continues through the development process, and are not to be regulatory, nor indicative of final design elements.

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Entorno

Planned Area Development

Table of Contents

1.0 Introduction 3
2.0 Existing Conditions 8
2.1 Location 8
2.2 Existing Avondale General Plan Designation 9
2.3 North Avondale Specific Plan 14
A. Consistency with the North Avondale Specific Plan 14
B. Consistency with the Land Use Element 17
2.4 Avondale Land Use and Zoning 18
3.0 Proposed Project 22
3.1 Land Use Categories 24
A. Residential Component 24
B. Commercial and Mixed-Use Component 26
C. Consistency with the General Plan and North Avondale Specific Plan 27
3.2 Residential Open Space and Amenities 27
3.3 Walls and Entry Monumentation 32
A. Colors and Materials 33
B. Location 33
C. Entry Monument Signage 34
3.4 Development Standards 35
A. Residential Development Standards 35
B. Commercial and Mixed Use Development Standards 40
3.5 Design Guidelines and Architectural Character 48
A. Residential Design Guidelines 48
B. Commercial and Office/Commerce Park Design Guidelines 52
C. Urban Mixed Use Design Guidelines 59
3.6 Development Master Plans 62
3.7 School Facilities 63
3.8 Phasing 63
4.0 Infrastructure 66
4.1 Traffic Circulation and Street Design Criteria 66
A. Street Design Criteria 68
4.2 Drainage 74
4.3 Public Utilities and Services 74
4.4 Irrigation 75
4.5 Wastewater System 76
4.6 Potable Water System 76

Tables **Page**

1. Land Use Summary 27
2. Residential Development Standards 35
2a. Residential Building Standards 36
3. Commercial and Urban Mixed Use Development Standards 40
4. Arterial Streets 69

5. Major Collector Streets 70
6. Minor Collector Streets 71
7. Private Accessways and Private Drives 73

Figures

1. Architectural Vision 2
2. Conceptual Project Layout 5
3. Regional Vicinity Map 8
4. General Plan Map (Showing Existing Parcels) 9
5. General Plan Map (Showing Proposed Parcels) 10
6. Existing Zoning 19
7. Proposed Zoning 23
8. Land Use Plan 25
9. Conceptual Open Space Plan 28
10. Conceptual Pedestrian Path and Park Cross-sections 30
11. Conceptual Walls and Entry Monumentation 32
12. Conceptual Single Family Townhomes (Detached) 50
13. Conceptual Single Family Townhomes and Duplexes (Attached) 50
14. Conceptual Z-Lot 50
15. Conceptual Zero Lot Line (Detached) 50
16. Conceptual Alley Loaded (Detached and Attached) 50
17. Conceptual Auto Court (Detached) 50
18. Conceptual Auto Court (Attached) 50
19. Conceptual Green Court (Detached and Attached) 50
20. Conceptual Tri-Plex 50
21. Conceptual Four-Plex 50
22. Conceptual Five-Plex 50
23. Conceptual Commercial Architecture 52
24. Conceptual Hotel Architecture 53
25. Conceptual Office/Commerce Park Architecture 55
26. Conceptual Apartments, Condos, and Urban Lofts 60
27. Master Circulation Plan 67
28. 6-Lane Arterial Cross-section and Conceptual Streetscape 69
29. Major/Minor Collector Cross-section and Conceptual Streetscape 71
30. Minor Collector Cross-section and Private Accessway Cross-section 72
31. Private Accessway and Private Drive Cross-section 73
32. Conceptual Water and Wastewater System 77

Appendix

1. Entorno Drainage Memo

Project Team

Owners:	**99th & Indian School LLC** c/o Millennium Properties & Development Inc. 2355 East Camelback Road, Suite 610 Phoenix, AZ 85016
Developer:	**Millennium Properties & Development Inc.** 2355 East Camelback Road, Suite 610 Phoenix, AZ 85016 (602) 522-2205
Site Plan Architect:	**Archicon, L.C.** Mr. Vince Dalke 4041 North Central Avenue, Suite C-100 Phoenix, AZ 85012 (602) 222-4266
Legal:	**Rose Law Group, P.C.** Ms. Carolyn K. Oberholtzer 6613 North Scottsdale Road, Suite 200 Scottsdale, AZ 85250 (480) 505-3934
Planning and Engineering:	**CMX, L.L.C.** Mr. Robert Pikora 7740 North 16th Street, Suite 100 Phoenix, AZ 85020 (602) 567-1900
Traffic Engineering:	**TASK Engineering, Inc.** Mr. Ken Howell 3707 North 7th Street, Suite 235 Phoenix, AZ 85014 (602) 277-4224

Section 1.0 - Introduction

Figure 1 - Architectural Vision

Section 1.0 - Introduction

The Spanish translation for the word Entorno is "social environment". The adaptation of this word to the project name is fitting because Entorno is designed as a true mixed-use development with a strong sense of community identity and endless opportunities for interaction.

Entorno is a 163-acre lifestyle center conveniently located at the southwest corner of 99th Avenue and Indian School Road **(Figure 1, Architectural Vision)**. As the only corner at this intersection within Avondale's incorporated boundaries, Entorno (the Project) will serve as the City's northeastern gateway. The Project uniquely combines employment, retail, hotel/resort and residential uses to provide a destination attracting visitors from throughout the Valley.

The development of Entorno will implement the vision of Millennium Properties and Development Inc.; an accomplished development company with substantial investment and commitment in the West Valley. Development of this project will help shape the face of this burgeoning area and showcase Avondale's presence at this prime arterial corner, achieve greater land use productivity, and provide enhanced creativity and innovative design through city guidance.

This narrative has been prepared to assist Avondale in the implementation of a comprehensive master plan, consistent with all regulatory standards and in accordance with the Avondale General Plan, the North Avondale Specific Plan and the Avondale Zoning Ordinance. The Entorno PAD narrative provides a detailed description of proposed commercial, commerce park, urban mixed-use and residential uses, design character and themes, and infrastructure requirements. A Conceptual Project Layout **(Figure 2)** is included for illustrative purposes only. Certain design and development standards have been incorporated to assist in creating a new lifestyle center uniquely representative of the City of Avondale's vision.

The primary goals of Entorno are to create a new destination point for Avondale attracting employment, urban mixed uses, entertainment and residential opportunities unique to this area. The purpose and intent of this document is to:

- Promote quality development consistent with the goals and policies of Avondale's General Plan and the North Avondale Specific Plan;
- Develop an economically feasible plan, responsible and capable of being implemented, based on existing and future economic conditions;
- Provide for comprehensive planning assuring methodical development sensitive to the existing and future neighborhoods;
- Establish development standards allowing for a varying array of commercial, commerce park, live-work mixed uses and residential options;
- Ensure appropriate phasing and financing for Entorno's facilities, circulation, utilities, domestic water, drainage, wastewater collection and conveyance;
- Maintain a compatible development and infrastructure relationship with the City of Phoenix which shares a common boundary on the north and east.

The planning and design, as described in this PAD narrative, reflects a commitment to creating a vibrant gateway and lifestyle center for Avondale.

Figure 2 - Conceptual Project Layout

Legend

- Conceptual Pocket Park
- Conceptual Neighborhood Park
- Pedestrian Path
- RID Canal - Pedestrian Trail
- Potential Water Feature

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Section 2.0 - Existing Conditions

Section 2.0 - Existing Conditions

2.1 Location

The Entorno Project consists of approximately 163 acres, located at the southwest corner of 99th Avenue and Indian School Road as shown on the Regional Vicinity Map **(Figure 3, Regional Vicinity Map)**. This property serves as the northeast gateway of the City of Avondale, with the City of Phoenix contiguous to the north and east. In addition to major arterial access via 99th Avenue and Indian School Road, the Loop 101 Agua Fria Freeway is located just one-half mile east of Entorno. This freeway provides easy access to Interstate-10 two miles south, downtown Avondale and Phoenix International Raceway. Other nearby regional amenities includes the new University of Phoenix Stadium, Jobing.Com Arena and the Glendale Municipal Airport.

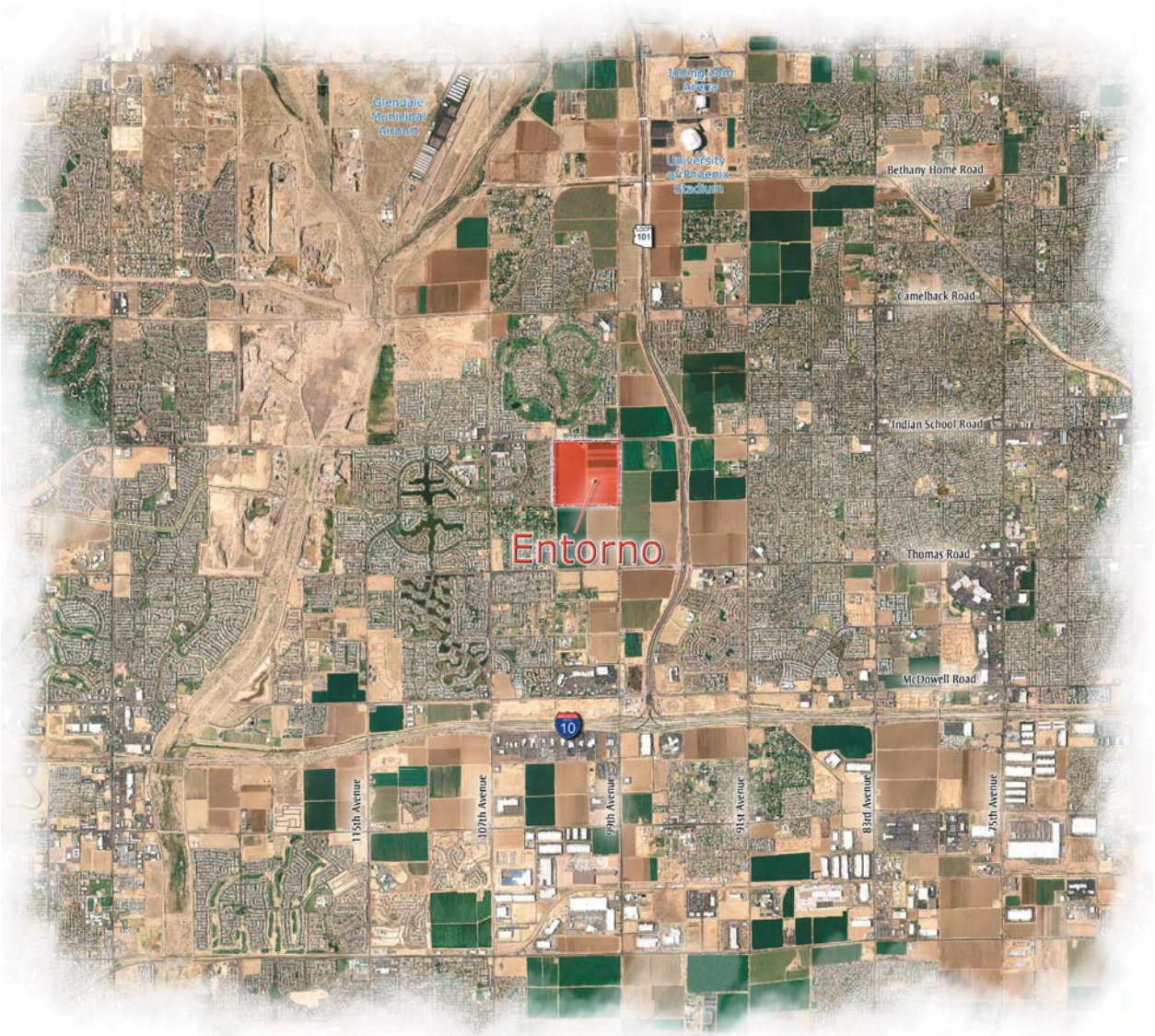


Figure 3 - Regional Vicinity Map

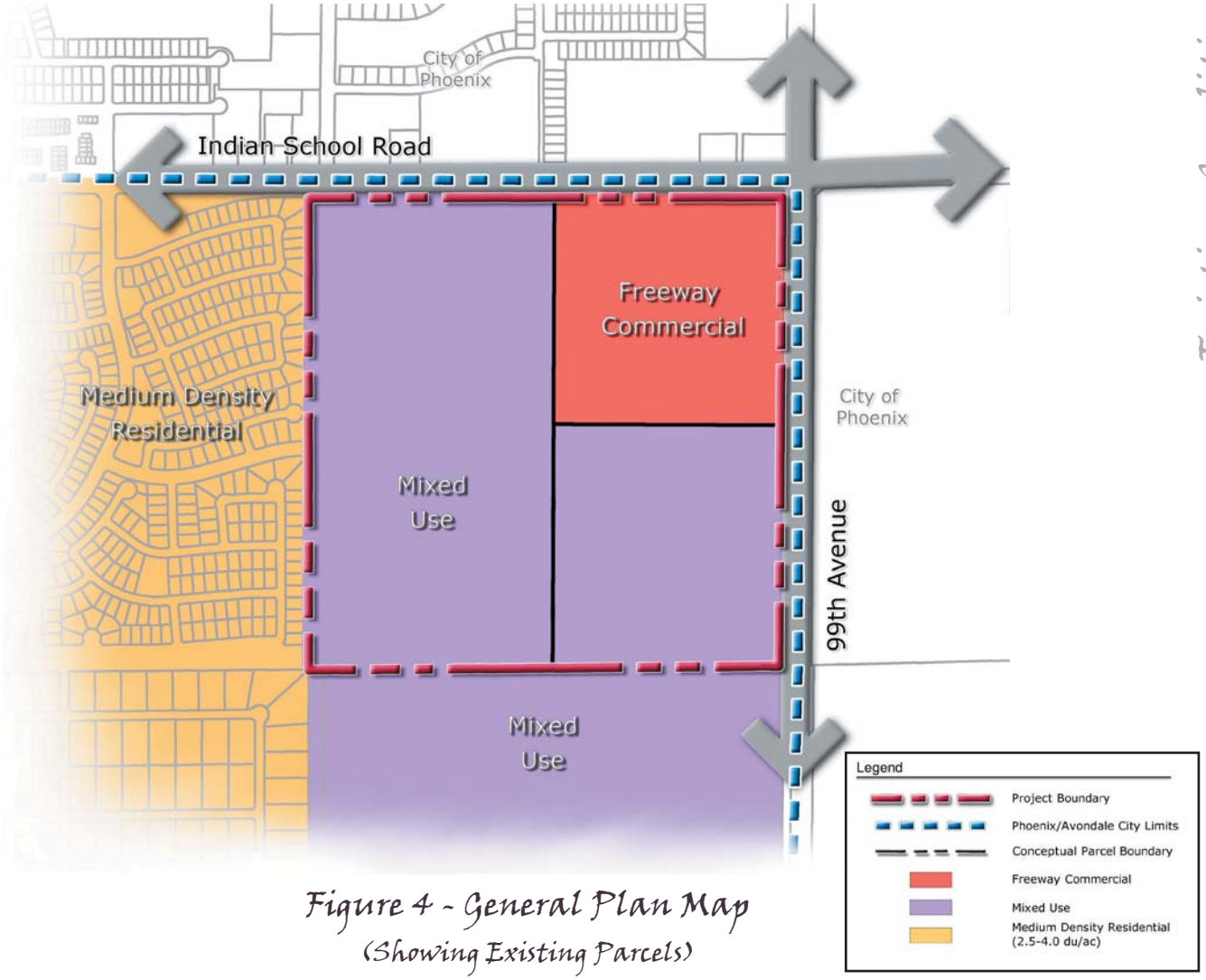


Figure 4 - General Plan Map
(Showing Existing Parcels)

2.2 Existing Avondale General Plan Designation

The goals and objectives of the Avondale General Plan identify the importance of planning land uses to minimize conflicts between them and encourage a mix of land uses to promote the development of unique areas within the City. Entorno seeks to exceed these goals and objectives by not only minimizing potential conflicts between uses, but integrating the uses themselves. Entorno provides opportunity for a mix of street level office and retail uses with residential units above. These parcels provide transitions from the commercial uses near the corner of 99th Avenue and Indian School Road to the residential uses of Entorno and the Westwind subdivision. Using the General Plan designations as a guide, Entorno achieves the stated goals by proposing a true mixed-use development weaving parcels together via the enhanced architectural themes, character treatments, integrated site planning, and landscaping demonstrated in this application.

The Avondale General Plan currently designates the land uses for Entorno as Mixed-Use and Freeway Commercial **(Figure 4, General Plan Map Showing Existing Parcels)**. The Freeway Commercial designation is applicable to the northeast forty (40) acres and promotes substantial commercial development by encouraging community commercial, regional employment, hotel, and office uses. The Mixed-Use designation applies to the remainder of the site (i.e., approximately 120 acres) and provides for retail, commerce and office uses as well as residential uses of varying densities. Further, the proposed parcel boundaries of Entorno were overlaid on the General Plan Map to depict how the site plan layout conforms to the General Plan Land Use categories **(Figure 5, General Plan Map Showing Proposed Parcels)**.

According to the Avondale General Plan, Entorno successfully meets the goals and objectives for the following General Plan Elements: Land Use, Economic Development, Housing, Open Space, Circulation, and Bicycling. The following illustrates how Entorno shall meet and exceed key objectives of these elements.

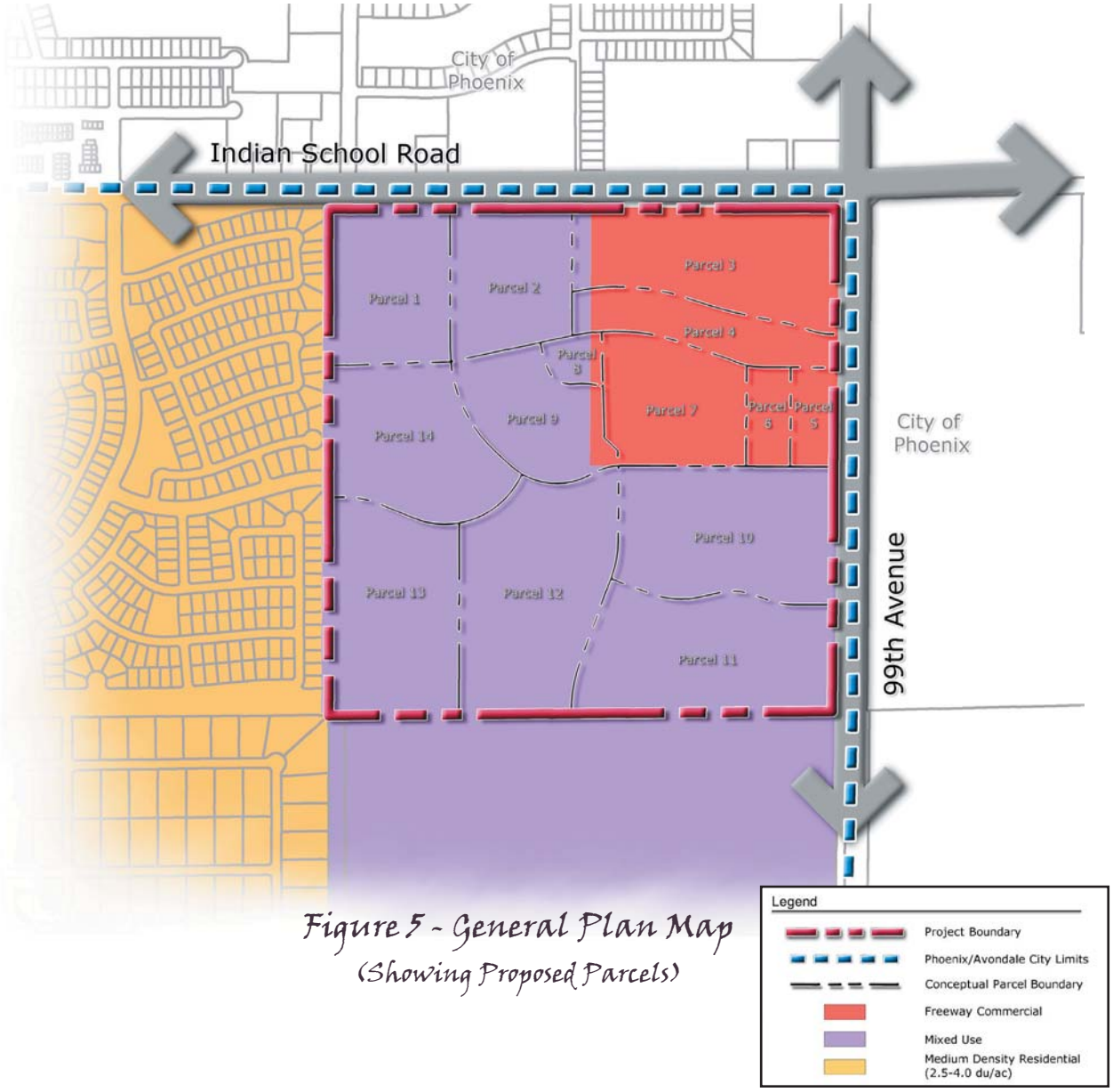


Figure 5 - General Plan Map
(Showing Proposed Parcels)

Consistency with Avondale General Plan

Land Use Element

Goal 1: Maintain a demographically and culturally diverse sustainable community that celebrates its heritage.	***Entorno:*** ☑ Exceeds this goal • Entorno has been designed to enhance the diversity of Avondale by providing housing options for families and individuals in every stage of life. Students, newlyweds, established families and empty-nesters can all find what they are looking for at Entorno with convenient employment and commercial opportunities making it a practical, sustainable live-work community. • Entorno succeeds at providing this diversity while maintaining a character and flair that is truly 'southwestern'. This is achieved by incorporating southwestern earth tones and architectural elements into a Southwestern Desert Contemporary Style.
Goal 1, Objective C: Encourage a mix of land uses within large-scale residential communities (e.g., single family, multi-family, office, and commercial).	***Entorno:*** ☑ Exceeds this goal • Entorno exceeds this goal by incorporating a wide variety of residential, commercial and employment uses within a large-scale mixed-use development.
Goal 3: Plan Land Uses to minimize conflicts between them.	***Entorno:*** ☑ Exceeds this goal • Entorno exceeds this goal by providing numerous transitions of uses and intensities specifically intended to minimize conflicts. • Conflicts with the existing Westwind Subdivision to the west have been mitigated by providing an open space buffer and limiting to single-story, those homes that back to the Westwind Subdivision. • 99th Avenue is expected to develop with intense commercial and employment uses that are not compatible with the low-density single-family residential development at Westwind. Entorno offers a gradual transition of uses and densities to effectively eliminate conflicts between uses.
Goal 4: Encourage development patterns that use land in an efficient and sustainable manner	***Entorno:*** ☑ Exceeds this goal • Entorno exceeds this goal with its wide range of densities and land uses that create a diverse, self-sustaining community. • The site is laid out in a very deliberate manner to efficiently manage the variety of land uses which are held together by cohesive design elements, integrated trails and open space amenities, and progression of intensities throughout.

Economic Development Theme, Economic Element	
Goal 1, Objective A: Reserve adequate land to accommodate commercial and future light industrial development to meet a job-to-population ratio of one job for every two residents.	***Entorno:*** ☑ Exceeds this goal • Entorno is designed to exceed this goal by providing over 31 acres for an office park and a commerce park (Parcels 10 and 11). Nearly 60 acres have been designated for commercial uses that provide regional and neighborhood retail and employment opportunities (Parcels 1-5, 8 and 9). In conjunction with the 60 acres of commercial uses, the mixed-use portion of Entorno will provide an additional 16 acres of retail and employment uses with residential uses above (Parcels 6 and 7). • The total employment area comprises more than half the project area allowing for a variety of business options that help meet the City's job-to-population ratio goals. • As the gateway to Avondale, the proposed combination of employment and residential land uses is consistent with the General Plan's designation of medium intensity development. • Industrial land uses would not provide an appropriate transition from the City's gateway to the adjacent residential neighborhoods and is not proposed within Entorno.
Goal 1, Objective C: Encourage the development of commercial service areas that have unique planning and design features that meet community needs and are compatible with adjacent land uses.	***Entorno:*** ☑ Exceeds this goal • Architectural and design continuity will remain consistent throughout Entorno, incorporating a "southwest desert contemporary" theme within the architecture, monumentation, and landscaping elements. • The close proximity to shopping and employment land uses is intended to offer residents a unique live/work experience. • The theme promotes a casual environment where residents and their guests can enjoy both passive and active amenities throughout the project. • The proposed development standards to ensure its compatibility with the Westwind subdivision to the west.
Neighborhoods Themes, Housing Element	
Goal 2, Objective B: Encourage the dispersion of housing types and values throughout the City. Policy 1): Encourage multi-family development at appropriate locations along major arterial streets, adjacent to employment uses and transit lines.	***Entorno:*** ☑ Exceeds this goal • Entorno's residential neighborhoods will accommodate a broad array of housing product variations ranging from 4.0 to 24.0 dwelling units per acre (du/ac). • To provide a transition from the Westwind subdivision to the west, single-family detached homes are proposed with court homes, townhomes, condominiums, and apartments provide housing accommodations for the planned employment uses adjacent to 99th Avenue and Indian School Road. • Urban mixed use, mid-rise condominiums near the center of Entorno will provide homes for families and individuals seeking loft-style housing options. • The project will be serviced by existing transit along the two arterial streets. It is anticipated the internal major and minor collector street circulation will have the ability to utilize transit services.

Open Space Theme, Open Space Element	
Goal 2, Objective A: Create a network of pathways, trails, and open spaces throughout the City as an important element of recreation, transportation, and quality of life enhancement for Avondale residents.	***Entorno:*** ☑ Exceeds this goal • Entorno will have a comprehensive network of pedestrian paths, trails, and open spaces which allow residents access throughout the development. Connections for the continuation of the current and future municipal trail system will also be created. • A pedestrian trail along the western boundary from Indian School Road to the southern boundary at the Osborn Road alignment will act as a buffer to the Westwind subdivision to the west. • Residential and commercial open space amenities will be accessible from all parts of the project site.
Civic Infrastructure Theme, Circulation Element	
Goal 5, Objective A, Policy 1: Provide an interconnected street and pathway network that is accessible and friendly to all modes of travel.	***Entorno:*** ☑ Exceeds this goal • Entorno's roadway infrastructure will integrate with the existing arterial roadways of 99th Avenue and Indian School Road. • A major collector street circulating through the Project will serve as the central road through Entorno. • Additional minor collector streets connecting with private accessways and private drives will serve the remainder of the Project. • Bicyclists will be able to share the collector and arterial roads with vehicles - bike lanes will be constructed along the outer edge of the pavement areas. • Pedestrians will have access to the entire community of Entorno through a network of sidewalks and pedestrian paths connecting various parcels and land uses.
Goal 8, Objective A: Encourage pedestrian movement throughout the City by providing a convenient and safe pedestrian system within and between activity centers and adjacent neighborhoods. Policy 1) Use bike trails, pedestrian trails, and sidewalks as connections between existing and planned parks, schools, residential areas, and other destinations. Policy 2) Sidewalks and bike lanes, in conformance with current AASHTO standards, will be included in all new developments.	***Entorno:*** ☑ Exceeds this goal • Entorno will have a network of bike lanes, pedestrian trails and sidewalks that physically connect the Project site. • Planned connections between parks and open spaces, and mixed use and commercial areas will provide a high degree of accessibility throughout the community. • All bike lanes, pedestrian trails and sidewalks will be designed to meet current AASHTO standards.

2.3 North Avondale Specific Plan

Entorno is also located within the North Avondale Specific Plan (NASP). Several goals and objectives of the North Avondale Specific Plan focus on enhancing the image of North Avondale, promoting balanced development, and planning for adequate public facilities and services. Entorno expects to meet or exceed these goals and objectives by providing a mixed use development with a variety of uses cohesively planned to complement adjacent uses, both existing and future. In addition, the Project provides a true gateway feature for North Avondale by establishing a significant presence on this key arterial corner.

A. Consistency with the North Avondale Specific Plan:
The list below exemplifies how Entorno meets and in many cases, exceeds NASP expectations.

Consistency with North Avondale Specific Plan	
Goal A: Enhance North Avondale Image	
Objective: Encourage attractive, well-planned residential subdivisions. • Adopt flexible, "development option" alternatives for planned residential areas. • Provide for master developer allocation of open space or contribution to recreation programs. • Emphasize neighborhood: continuity among subdivisions.	***Entorno:*** ☑ Exceeds this goal • Entorno exceeds this goal with its cohesive design, variety of housing options, integration and transition of uses and its self-sustainability. • Residential development flexibility is provided by ensuring a variety of housing options are available. Such options include detached single family homes, attached single family homes, z-lots, auto and green-court homes, townhomes, and urban lofts. • The residential design guidelines encourage four-sided architecture, varying rooflines, articulating wall planes, and southwest earth tone color palettes. • To emphasize continuity with adjacent subdivisions and within the overall project, the architectural character will remain consistent – featuring a "southwest desert contemporary" theme. • The "*social environment*" theme is reflected in the open space amenities provided throughout the development. The parks, trails and open space areas have been designed to provide recreational opportunities for residents of all ages. • *The "social environment"* theme continues into the urban mixed use and commercial areas with the encouragement for sidewalk cafes, more pedestrian trails, and specialty retail shops. • The office/retail and commerce park developments share design elements similar to the residential theme of four-sided architecture, durable materials, and southwest earth tone color palettes.

Objective:	*Entorno:* ☑ Exceeds this goal
Suggest distinctive themes for landscaping, entry treatments, residential/ retail perimeters. • Define acceptable landscaping materials and groupings. • Encourage theme features to identify neighborhoods and North Avondale. • Buffer non-residential uses with attractive, useable open space features.	• Landscaping, entry treatments, residential and retail perimeters shall continue the "Southwest desert contemporary" theme. • Specifically, the landscape palette has been designed to blend the sites agricultural heritage into the native desert through the use of two distinct, yet complimentary plant palettes. The use of drought-resistant plant materials for passive recreation areas, trails/pathway corridors and visual focal points will be directly from the Arizona Department of Water Resources low-water use plant list. Activity areas will receive an enhanced landscape palette, which allows additional shade opportunities, creating an ambiance more conducive to social gathering areas. • Neighborhood entry monuments blended with landscaping borrow from the overall architectural character to create continuity between neighborhoods. • Landscaping theme will have uniform groupings of groundcover, shrubs and trees in open space tracts and landscaped areas. • Residential areas will be connected via pedestrian trails and sidewalks to other amenities and commercial areas. • Residential areas will be buffered from the retail commercial and commerce park uses by landscaping treatments and open spaces. • Residential architecture and neighborhood entry monuments follow "southwest desert contemporary" architecture.

Goal B: Promote Balanced Development	
Objective:	*Entorno:* ☑ Exceeds this goal
Reduce visual blight and emphasize attractive views of mountains or highly-visible recreation/open space amenities. - Encourage planned, open vistas. • Define acceptable landscaping materials and groupings. • Encourage theme features to identify neighborhoods and North Avondale. • Buffer non-residential uses with attractive, useable open space features.	• The landscape palette is designed with two distinct, yet complimentary plant palettes which define acceptable plant materials and groups suitable to the location and intended use of space. For example, activity areas such as parks will receive an enhanced landscape palette, which allows additional shade opportunities. Drought-resistant plant materials will be utilized within the balance of the site. • The landscape theme and signage at the corner of 99th Avenue and Indian School Road acts as a focal point, creating a unique identify for the Project as well as welcoming residents and visitors into Avondale. • Residential areas will be connected via pedestrian trails and sidewalks to other amenities and commercial areas. • Residential areas will be buffered from the retail commercial and commerce park uses by landscaping treatments and open spaces. • Entorno's neighborhood park and commercial open space features will be the highlight of their respective areas. The neighborhood park will feature amenities inviting to residents from within Entorno, while the commercial open space and potential water feature will make for a pleasant amenity for those who work or shop at Entorno. Both features will be centrally located and connected via pedestrian pathways.

Objective: Attend to housing value needs, including rental opportunities, with insistence on quality construction and maintenance. - Encourage multi-family developments that are highly compatible in blending with adjacent single-family developments.	***Entorno:*** ☑ Exceeds this goal • Entorno shall have multi-family developments as a transition from the commercial and commerce park uses to the single family detached product intended to be adjacent to the Westwind subdivision to the west. With the potential different product variations that can be accommodated as part of the transition, high quality construction is anticipated to maintain the overall site theme of southwest desert contemporary architecture.
Objective: Provide sites for retail and employment uses commensurate with the area's build out population projections. - Preserve Avondale economic development and revenue opportunities in competition with adjacent communities.	***Entorno:*** ☑ Exceeds this goal • Entorno shall provide a variety of business options, retail and office, and commerce park uses on approximately 107 acres adjacent to 99th Avenue and Indian School Road. At this time, Entorno is the largest planned mixed use development at this intersection. The Algodón Center is planned east and south of Entorno. Currently, no plans have been filed for this commercial development with either Phoenix or Avondale. Thus as Entorno develops, Avondale should enjoy an "economic" foothold at this intersection when compared with Phoenix commercial uses on the north and east sides of the intersection of 99th Avenue and Indian School Road.
Goal C: Plan Adequate Public Facilities and Services	
Objective: Establish standards for connecting planned residential developments into City-wide water, sewer, circulation, drainage, open space and other systems. Reserve space for parks, pathways, and provide developer incentives to install necessary improvements. Provide for homeowner association maintenance of the facilities within planned developments.	***Entorno:*** ☑ Exceeds this goal • Entorno's water and wastewater system has been designed in accordance with the City of Avondale's Engineering Design Standards. • Drainage for the project will provide on-site storage for runoff from a 100-year, 2-hour storm event per City of Avondale's Engineering Design Standards. • The street circulation and proposed cross-sections comply with the City of Avondale's Transportation Plan dated October 2006, except private driveways as approved by the City Engineer. • Entorno meets, and in many instances exceeds the level and type of open space and neighborhood amenities required of projects this size. By providing exceptional amenities and open space areas, Entorno has been designed to attract employers, business owners and residents seeking a unique environment. • Various property owners' associations are planned for Entorno to care for and maintain all community open space, amenities, landscape tracts and right-of-way landscaping within the residential development. A master property owners' association will be established in commercial areas to ensure that their respective parcels are cared, maintained and litter-free.

B. Consistency with the Land Use Element:
The NASP encourages flexible approaches that enable marketing of a variety of housing types, and neighborhood commercial uses within a single master planned community like Entorno. Specifically, the NASP identifies that "reasonable residential densities may be achieved through clustering homes into efficient unit groupings with ample open space, parking and access to community shopping and recreation." Entorno is a thoughtfully planned community providing a broad range of residential development options, a broad range of open space and neighborhood amenities, and character continuity amongst its various neighborhoods. (Residential Open Space and Amenities are discussed in further detail within Section 3.2) This will ensure that Entorno is a desirable, high-quality, family living environment.

The Avondale General Plan identifies the area within the North Avondale Specific Plan area as a medium intensity growth area. This is due to its proximity to the Loop 101 Freeway Corridor, establishment of the Estrella Mountain Community College, and convenient transportation access to the I-10 Freeway. For these reasons, the NASP identified this area as "ripe for development as a transition from predominantly rural uses to a thriving urban area".

Another goal cited within the NASP is that the "City seeks creativity and innovative design rather than rigid controls." Accordingly, the proposed densities provide the necessary flexibility to provide appropriate residential product that is compatible with the surrounding existing communities as well as densities specified within the NASP. Residential Area I and II are envisioned to provide a transition from the Low Density Residential (LDR) of the surrounding areas to more Moderate Density Residential (MDR) as envisioned for the area.

Within the NASP land use element, housing density associated within the LDR land use category is consistent with 4.0 -7.0 dwelling units per acre, while a target density range of 8.0 -14.0 dwelling units is anticipated within the MDR land use category. Entorno is proposed with a density range of 4.0 - 14.0 within Residential Areas I and II, allowing a variety of housing types in keeping with the area's moderate growth character. The NASP specifically indicates the northern tier of the planning area is anticipated to average eight to nine homes per acre, which is in keeping with the expected densities in the Residential I and II areas within Entorno. To ensure compatibility with neighboring communities, limitations on housing product building height are proposed, resulting in a density gradation that is sensitive to the surrounding development (see Residential Development Standards in Section 3.4 for additional information).

As a transition from the moderate density residential areas of Residential I and II to the commercial gateway corner at 99th Avenue and Indian School Road, Entorno proposes a higher density residential within Residential Area III. The typical Higher Density Residential (HDR) within the NASP identifies base densities of 15.0 to 24.0 housing units per acre. Within Residential Area III, the proposed density range matches the allowed base density identified within the NASP.

Although not specifically contemplated within the NASP, mixed-use development as proposed within Entorno offers residents the unique opportunity to live, work and play within a highly amenitized environment. Due to the limited amount of mixed-use area proposed, Entorno provides urban loft opportunities at the typical market density of 20.0 – 60.0 dwelling units per acre, and commercial areas consisting of boutiques and cafes at street and pedestrian levels. Accordingly, approximately two-thirds of Entorno's residents would reside within the mixed-use area, allowing for a greater amount of amenities and open space within the remaining portion of the Project.

Commercial land use classification within the NASP is "primarily utilized to designate retail and services business, including hospitality and food establishments." Both the Regional and Neighborhood Commercial/Office and Office/Commerce Park districts, identified within Table 1, are intended to provide residents and the surrounding community a variety of prime retail, personal services, hospitality and food establishments and professions and general office opportunities. Permitted uses within these categories are further discussed in Section 3.4.B.

2.4 Avondale Land Use and Zoning

The property is currently zoned for Agriculture (AG) and has historically been utilized for agricultural production **(Figure 6, Existing Zoning)**. Along the northern boundary, existing development includes a mix of high-density and commercial uses designated R-2 and R-4A Multifamily Residential and C-2 Commercial (in the City of Phoenix). While currently used for agriculture purposes, the properties to the east of Entorno have City of Phoenix zoning designations of C-2 Commercial on the immediate corner, and Suburban Ranch (S-1). The Phoenix General Plan Map indicates this area to be Mixed Use in the future. South of the Project, the property is zoned Community Commercial (C-2) and is also currently in agricultural use. The proposed John F. Long "Algodón Center", a 1,000 acre master-planned business and commercial park, abuts the Entorno project to the south and east. The Westwind subdivision, adjacent to Entorno's western boundary, is a fully developed master-planned community with an overall density of 4.07 dwelling units per acre (du/ac). By approving the Entorno application, the City will bring this property into conformance not only with the approved General Plan and North Avondale Specific Plan designations for the Property, but will provide a transition and balance of uses to compliment the adjacent developments both existing and proposed.

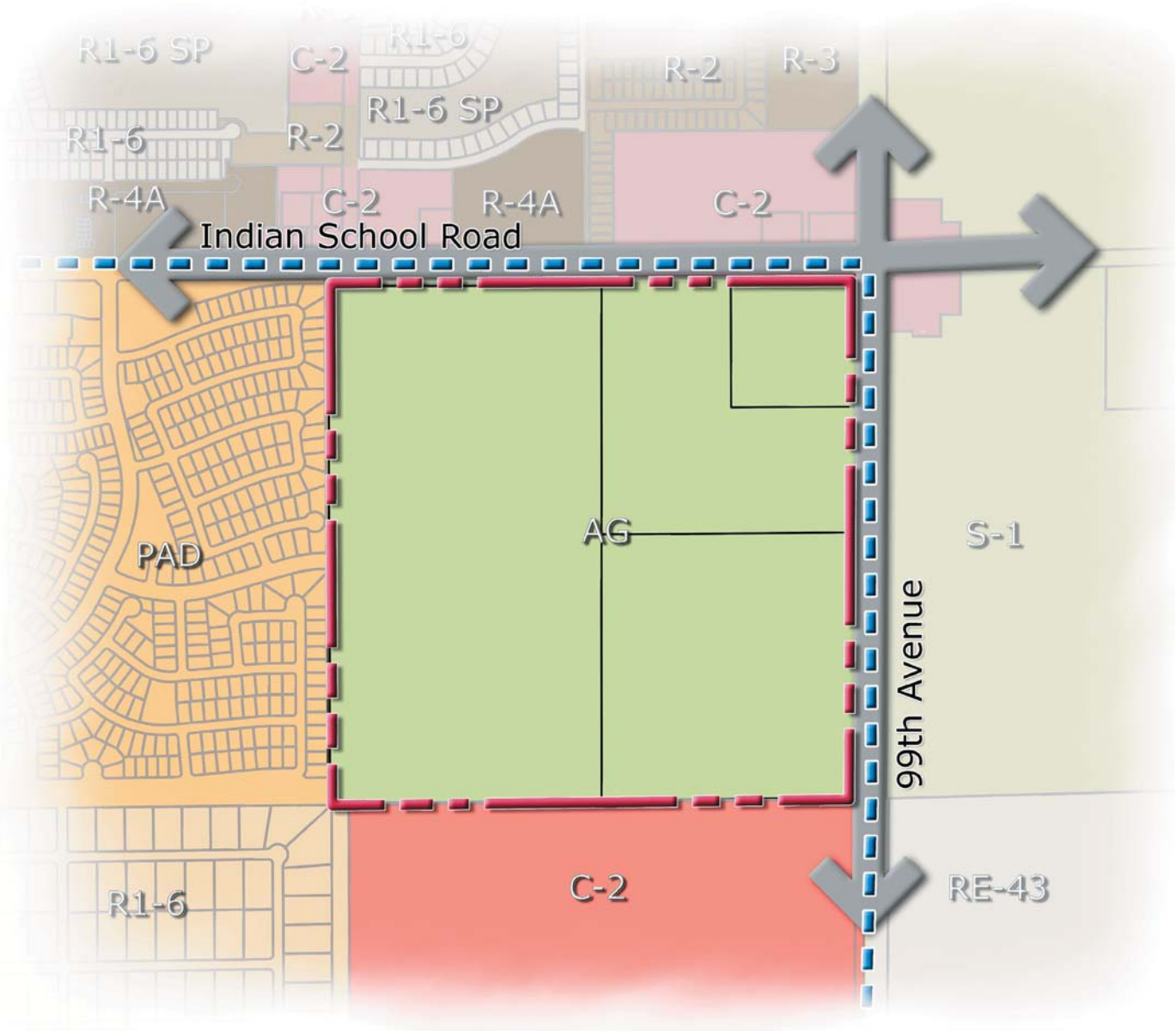


Figure 6 - Existing Zoning

Legend

Project Boundary
Phoenix/Avondale City Limits
Conceptual Parcel Boundary

Avondale Zoning:

AG
C-2
PAD
R1-6

Phoenix Zoning:

S-1
RE-43
R1-6 SP
R-2
R-3
R-4A
C-2

Section 3.0 - Proposed Project

Section 3.0 - Proposed Project

Entorno is located at Avondale's northeast gateway, at the southwest corner of 99th Avenue and Indian School Road. The vision behind Entorno and its "social environment" is to celebrate the City's unique and vibrant heritage with an array of regional and neighborhood commercial retail and office uses, urban mixed uses and housing styles and densities to satisfy a broad range of people.

An increased demand for employment and commercial opportunities has been realized by the valley's growth in recent years. Entorno's retail commercial and office/commerce park development offers Avondale residents the proximity and convenience of local employment uses. New mixed uses and neighborhoods will attract future residents to the diverse employment opportunities.

To meet this demand and in advancing the goals and objectives of the City's General Plan and the North Avondale Specific Plan, the Project Team requests a zone change to Planned Area Development (PAD) zoning **(refer to Figure 7, Proposed Zoning)**.

Entorno shall be unified by a common architectural and design theme for all its parcels, streetscape enhancements, walls and monumentation. The theme chosen is representative of the southwestern desert and shall incorporate contemporary styling cues. Specific earth-tone colors, materials, finishes and construction techniques will link the commercial and office areas with the new residential neighborhoods.

Neighborhoods will be designed to be visually appealing, utilizing landscaped streetscapes that will carry the southwestern desert color theming and materials, as well as the centrally located active and passive amenities, appropriately placed visible open spaces, pedestrian trails and pathways. Likewise, commercial areas will be sufficiently significant in scale and intensity to act as a focal point for the region, and a highly desirable asset to the City of Avondale. Together, the proposed land uses within Entorno embody a rich mix of environments: living, working and recreation, strengthening and building upon the values making this location special.

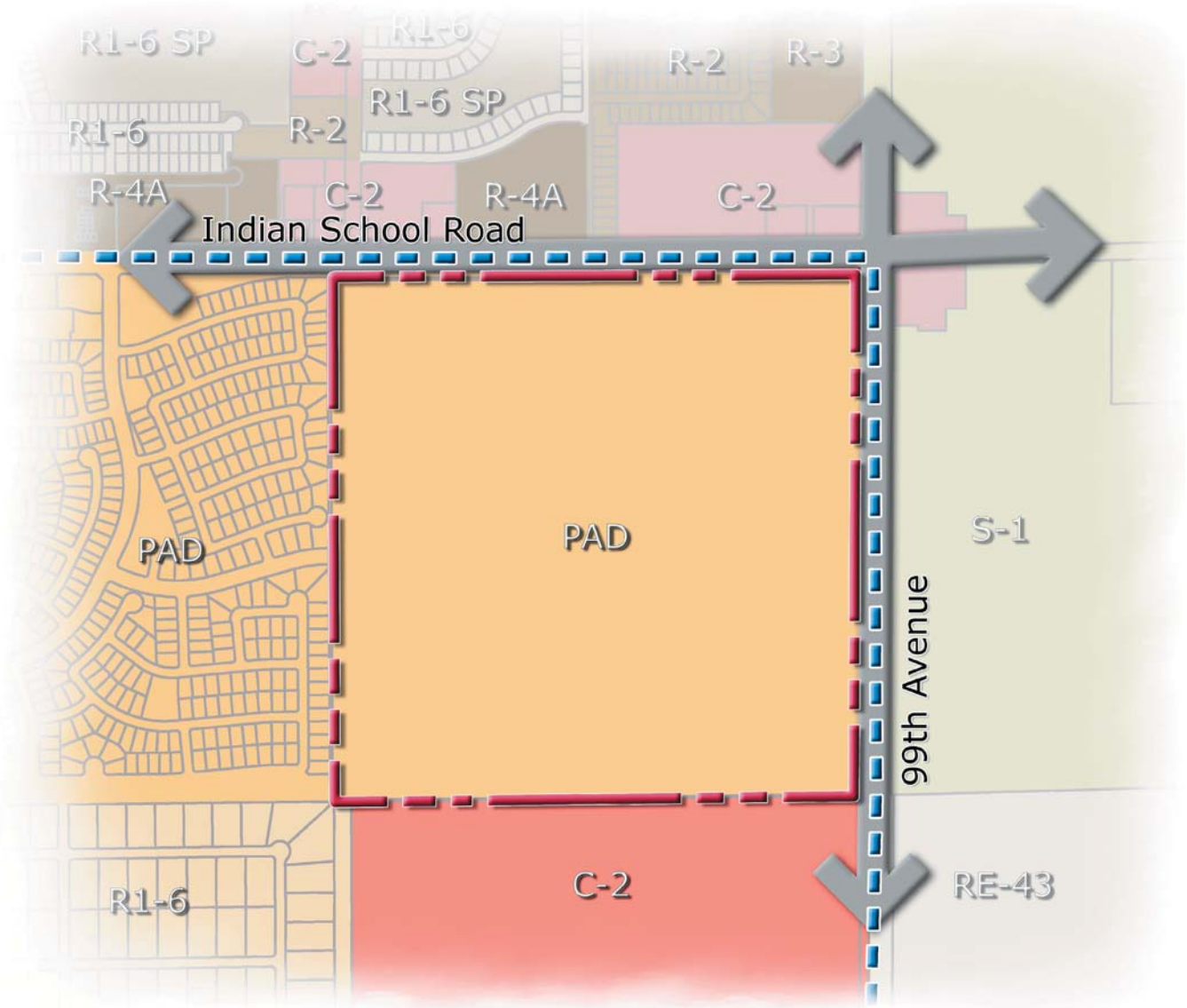
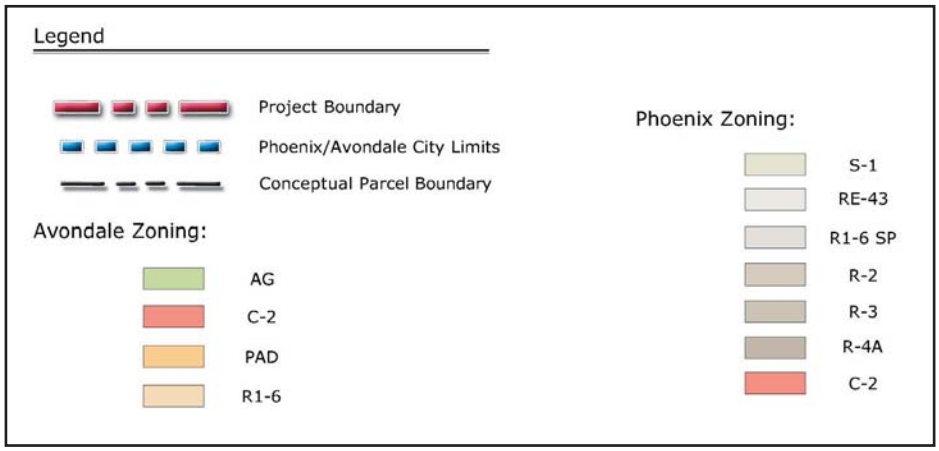


Figure 7 - Proposed Zoning



3.1 Land Use Categories

The land use categories of Residential, Regional and Neighborhood Commercial, Office/Commerce Park and Urban Mixed Use, proposed for Entorno comprise the overall land use plan and provide flexibility to accommodate a highly integrated mix of land uses **(Table 1 Land Use Summary and Figure 8 Land Use Plan)**. This flexibility is necessary to create a highly amenitized development, which will meet the needs and desires of the City's diverse population.

A. Residential Component:

Entorno will be designed to provide a mixture of neighborhoods with a variety of lot sizes and housing types including but not limited to: single family detached and attached, green-court homes, cottages, auto-court clusters, duplexes, tri-plexes through five-plexes, townhomes and urban-style live-work lofts. To accomplish this variety, the proposed residential land use categories carry with them a range of densities. Establishing a density range allows for logical and appropriate land use transitions, while simultaneously assuring diversity of home types throughout the Project. Within the Mixed Use General Plan classification, the residential area is limited and cannot exceed 45% of the total area (i.e. approximately 54 of the 120 acres).

1. **Residential Land Use Categories:** The following residential land use categories are proposed for the Entorno Project as summarized in Table 1:

   Residential I – Residential uses are proposed as a transition between adjoining existing residential neighborhoods ranging in densities of 4.0 to 7.0 du/ac, this land use category (proposed for Parcel 13) is primarily intended for single-family detached/attached neighborhoods such as Z-lots, zero lot line, alley-loaded, auto-court, green-court and townhomes.

   Residential II – Where residential uses are proposed as a transition between adjoining Entorno residential neighborhoods and commercial, densities for single-family detached and attached neighborhoods may range in densities from 8.0 to 14.0 du/ac. This designation (proposed for Parcel 14) is also primarily intended for a wider range of housing products, such as attached single-family home types and detached/attached product types consisting of zero lot line, alley-loaded, auto-court, green-court, and townhomes.

   Residential III – Ranging in densities of 15.0 to 24.0 du/ac, this land use category (proposed for Parcel 12) will also be varied. Diversity will be achieved through the introduction of a range of urban density products, including multifamily units consisting of attached alley-loaded, auto-court, green-court, duplexes, tri-plexes through five-plexes, condominiums and apartments.

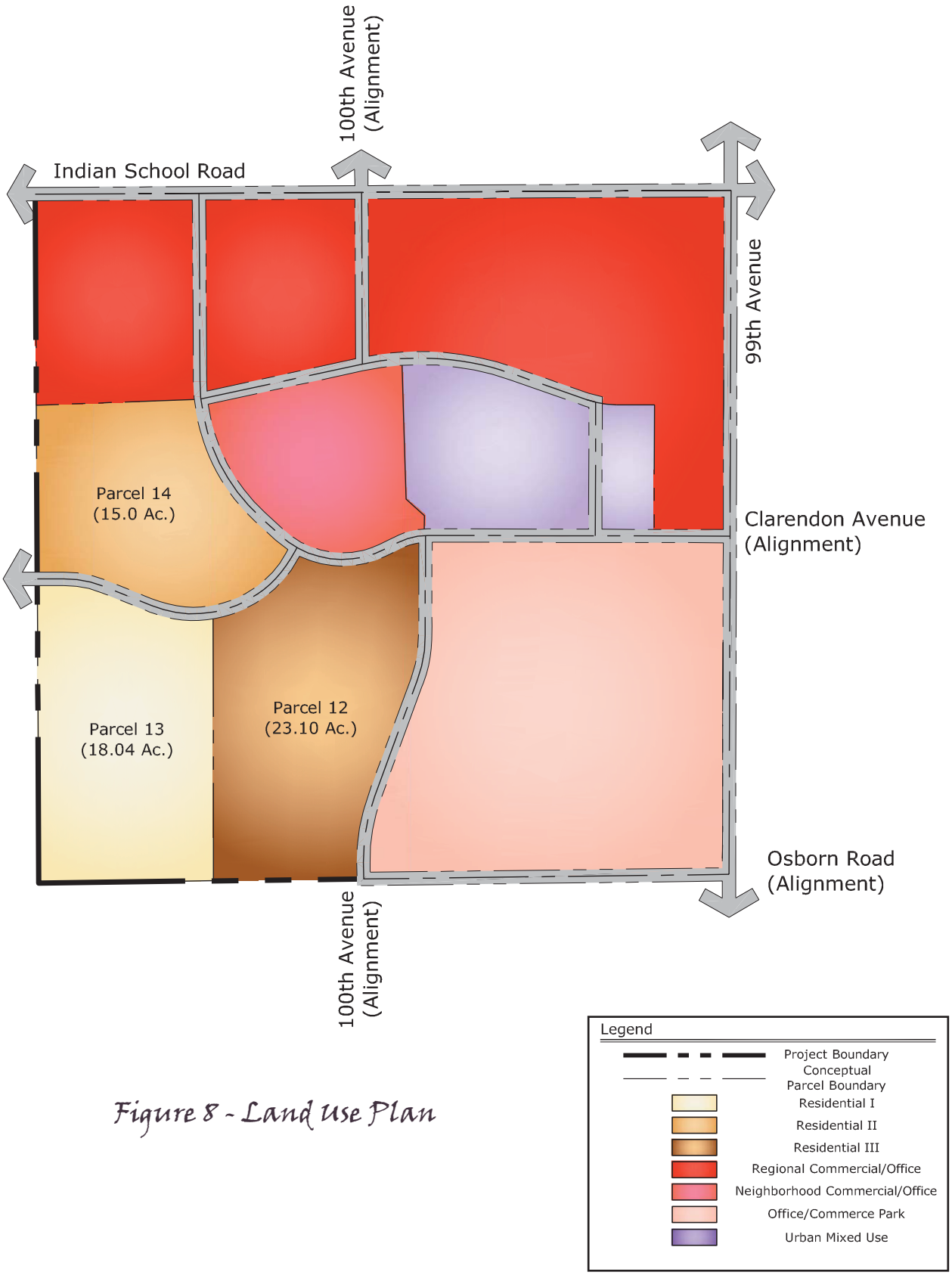


Figure 8 - Land Use Plan

B. Commercial and Mixed-Use Component:

Various types of commercial uses are proposed to offer residents and guests a variety of goods and services.

1. **Commercial and Mixed-Use Land Use Categories:** The following commercial and mixed-use land use categories are proposed for the Entorno Project:

   Regional Commercial/Office (Parcels 1-5) - The uses proposed in the Entorno project are based on the land use matrix found in Section 303 of City of Avondale Zoning Ordinance. The office component of this category works in conjunction with the Office/Commerce Park designation to provide much needed office space in Northeast Avondale. Hotel and Resort uses are also allowed as part of this designation to provide necessary lodging and conference accommodations with easy access to I-10 and the Loop 101.

   Neighborhood Commercial/Office (Parcels 8-9) - The uses proposed in the Neighborhood Commercial/Office are also based on the land use matrix found in Section 303 of City of Avondale Zoning Ordinance. Located interior to the Project site, commercial and office uses here augment the regional uses found in Parcels 1 – 5, and offer a unique atmosphere adjacent to the central open space and potential water feature.

   Office/Commerce Park (Parcels 10-11) - These types of uses are employment generators with a high degree of visibility and desirable work spaces. Uses here typically include offices, research, wholesaling and warehousing in a business park setting. Development standards enable these uses to co-exist with nearby residential or commercial uses. Business operations will be generally conducted indoors.

   Urban Mixed-Use Component (Parcels 6-7) - Providing residential densities up to 60.0 du/ac and street-level commercial and office uses. Urban Mixed-Use areas will be centrally located within Entorno and provide a dynamic "live, work and play" experience. These parcels will be primarily reserved for urban density residential-over-retail such as lofts, condominiums and apartments.

Table 1. Land Use Summary

Land Use Category	Gross Acreage	Net Acreage	Proposed Density(1) (du/ac)	Maximum # of Units(1) (Gross)	Maximum # of Units(1) (Net)
Residential (Parcels 12, 13 and 14)					
Residential I (Parcel 13)	18.04	14.55	4.0 - 7.0	126	-
Residential II (Parcel 14)	15.00	11.08	8.0 - 14.0	210	-
Residential III (Parcel 12)	23.10	15.90	15.0 - 24.0	-	381
Residential Sub-Total	56.14	41.53	-	336	381
Regional Commercial/Office (Parcels 1 - 5)	59.29	45.03	-	-	-
Neighborhood Commercial/Office (Parcels 8 - 9)					
Office/Commerce Park (Parcels 10 - 11)	31.49	30.87	-	-	-
Urban Mixed Use (Parcels 6 - 7)	16.15	10.02	20.0 - 60.0	-	601
Total	**163.07**	**127.45**		**336**	**982**

Note:

1. The ratio of dwelling units per acre. In Residential I and II, the density and maximum number of units shall be based on gross site area of land to be developed, including land dedications at no cost for proposed streets, alleys, or other right-of-ways, but excluding lands dedicated prior to development. In Residential III, density and maximum number of units shall be based on net site area. Net site area is the remaining ground area of the gross site area after deleting all portions for proposed perimeter right-of-ways and alleys.

C. Consistency with the General Plan and North Avondale Specific Plan:

Entorno has been designed to meet or exceed the land use goals and objectives of the Avondale General Plan and the North Avondale Specific Plan, which is discussed in detail within Section 2.3.

3.2 Residential Open Space and Amenities

A sense of community identity is achieved upon arrival at the corner of 99th Avenue and Indian School Road. Abundant landscaping and distinct monumentation accentuate the gateway area, signifying arrival into the City of Avondale as well as the Project. Orientation of streets and buildings are designed to consider vistas from every vantage point within the Project, as well as maintain view sheds. Mountain views are available of the White Tanks to the west, the Estrellas to the south and in the distance, Phoenix South Mountain. Substantial open space enhances the quality of life for residents, providing numerous opportunities for passive and active recreation.

Entorno is designed to create a sense of community and walkability, accordingly, recreational opportunities abound within the residential and mixed use areas. Entorno's pedestrian network, neighborhood and pocket parks and mixed use promenade features depicted in **Figure 9**, **Conceptual Open Space Plan**, are the focal points of their respective areas. The Conceptual Open Space Plan provides for a centrally located four-acre park and other pocket parks and recreation centers that will all be amenitized with ramadas, tot lots and barbecue areas, as well as active recreation elements and a pedestrian network. Overall, open spaces will be provided at the rate of fifteen percent (15%) of the gross parcel area within the Project neighborhoods and parks will be provided at a rate in excess of one three-acre park per 1,000 residents. The design and location of the open space amenities will allow for easy access by residents, employees, and visitors to Entorno.

Typcial Neighborhood Park

Potential Amenities Include:

- Pedestrian Connections
- Shaded Tot Lot
- Active and passive turf areas
- Ramada/Barbeque Areas
- Sport Court

Typcial Pocket Park

Potential Amenities Include:

- Pedestrian Connections
- Shaded Tot Lot
- Active and passive turf areas
- Ramada/Barbeque Areas

Proposed Project

Village Center

Potential Amenities Include:

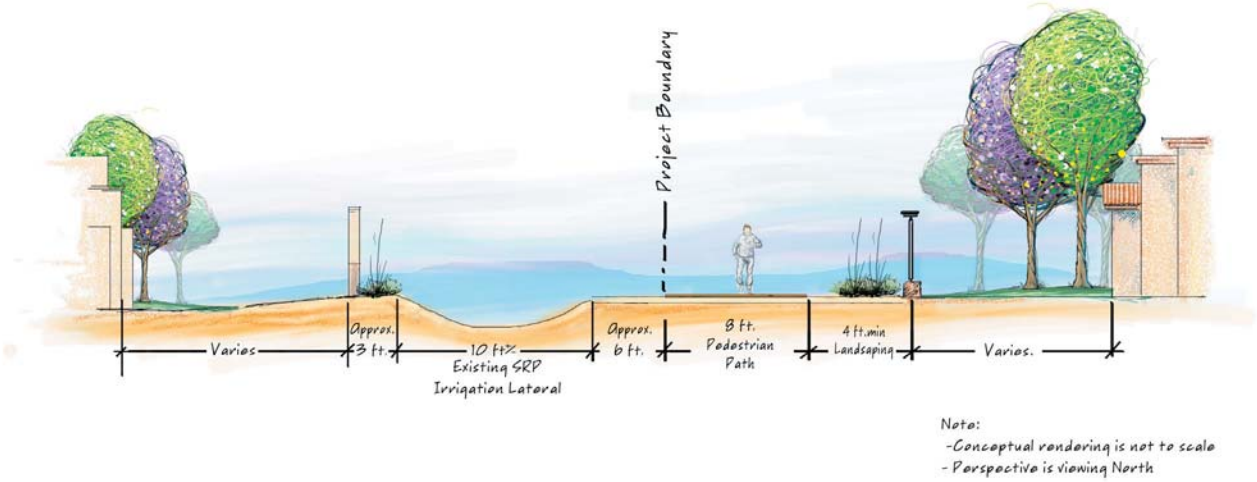
- Pedestrian Connections
- Potential Water Feature or Amphitheater
- Outdoor Seating
- Plazas
- Courtyards

Promenade

Shops on ground floor such as cafes and boutiques

Pedestrian walkways will provide connections between buildings on adjacent parcels.

Figure 9 - Conceptual Open Space Plan



Conceptual Pedestrian Path Cross-Section
(Along Western Boundary)

Conceptual Park Cross-Section
(with Potential Water Feature shown)

Figure 10 - Conceptual Pedestrian Path and Park Cross-Sections

The internal pedestrian network of paths and trails will function as a non-vehicular link to the residential neighborhoods as well as other amenities. All the pedestrian trails and walkways will be designed with a minimum eight (8)-foot wide improved surface with a minimum four (4)-foot wide landscape buffer. Where these paths and trails intersect with the adjacent vehicle drive aisles, they will be denoted with special pavement treatments and/or pavers. The 1.5 acre linear park along the western boundary will incorporate the same design standards. This linear park will provide a pleasant recreation environment and serving as a view corridor for both residents of Westwind and Entorno, will include pedestrian refuges with amenities such as seating areas, benches and trash receptacles **(Figure 10, Conceptual Pedestrian Path and Park Cross-Section)**. Additionally, as the linear park is located north and east of the Roosevelt Irrigation District (RID) canal which traverses the North Avondale Specific Planning Area between Thomas and Indian School Roads, it will connect Entorno to the RID pedestrian trail and will allow residents and visitors the unique advantage of utilizing Avondale's extensive recreational path network.

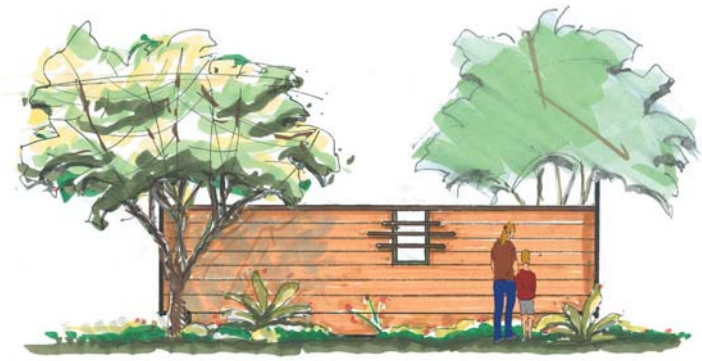
The Urban Mixed-Use parcels where residents will live above the commercial areas, will be amenitized with promenades and centralized gathering areas. Open space here has been maximized by utilizing structured parking located either below grade or integral to the buildings and by eliminating the need for large parking lots for the building residents and visitors. Surrounding the promenade, may be inviting shops, boutiques and cafes located along the pedestrian level, where residents will have convenient access to shopping and entertainment. The amount of common open space provided will equal or exceed the multiple of one and one-half (1.5) times the first floor area of all buildings up to a maximum of 45% of the net lot area.

To complement the urban living lifestyle, the inclusion of exterior balconies facing major pedestrian areas may be incorporated. Buildings will be designed to provide shade along the walkways, and pedestrian paths, and the promenade. The goal is to provide inviting linkages for residents to the employment opportunities within the surrounding commercial and office/park areas.

3.3 Walls and Entry Monumentation

The theme walls, entry monumentation and wall signage are a vital part of the design because they provide the initial impression for the project. **Figure 11** provides conceptual examples of the quality of design for the proposed walls, and entry monument theme. Since the location of the project is of key importance to the City as a gateway point, the owner will work with the City of Avondale Municipal Committee during the master site plan approval process to provide a public art installation (e.g. sculpture) at the corner of 99th Avenue and Indian School.

All project walls and entry monumentation will incorporate specific earth tone colors and materials and will represent the southwest desert contemporary theme for the project. Further enhancements include designing staggered wall planes and visual breaks within the perimeter and view walls to maximize the visual interest into the community from adjacent streets.



Conceptual Wall - Option 1

Conceptual Wall - Option 2

Conceptual Wall - Option3

Figure 11 - Conceptual Walls and Entry Monumentation

A. Colors and Materials:

- Utilize earth tone color combinations to reduce glare and create dramatic effects.
- Finish colored concrete with hand-troweled or form-finished techniques similar to those used on the buildings for all the parcels.
- Use cast-in-place or precast concrete blocks and panels with similar construction techniques designed for the structures on all the parcels.
- Encourage the use of smooth and split-face concrete textures, exposed aggregate, stucco or plaster, brick or stone veneers.

B. Location:

- Place theme walls and view walls where they can be seen from arterial and collector streets, as well as at entry points and intersections.
- Combine decorative landscaping with enhanced wall details to promote a sense of arrival into Entorno.
- Utilize perimeter walls with staggers and visual breaks located approximately every two hundred (200) feet, where viable, to maximize visual interest.
- Construct view walls shall where visibility is paramount as in areas adjacent to open spaces and trails.

Commercial Entry Monumentation

C. Entry Monument Signage:

- Utilize complementary colors and design similar to the overall architectural features of the proposed buildings.
- Develop a specific font unique to Entorno to be used for residential and commercial signage.
- Employ monumentation with a subdivision name and adjacent landscaping to distinguish the character of each neighborhood.
- Use signage in commercial and urban mixed-use areas that is of appropriate height to promote visibility at corners, while also permitting easy identification of the employment and services in the area.

Entorno is the gateway into Avondale and requires ample visibility and signage height at the corner of 99th Avenue and Indian School to attract visitors to the Project and Avondale. Entorno will draw visitors from a larger service area due to its proximity to the Loop 101 Freeway. As such, a comprehensive sign package will be submitted to the City of Avondale for review of signage at the corner of 99th Avenue and Indian School Road and from throughout the Project.

Residential Entry Monumentation

3.4 Development Standards

Entorno utilizes development standards unique to each type of land use designation. The regulations and provisions for land use along with the Project's development standards including density, intensity and types of uses are contained within the PAD rezoning narrative and will take precedence over regulatory standards for land use and development within the Avondale General Plan, North Avondale Specific Plan, and the Avondale Zoning Ordinance. Administrative procedures and development standards contained in the aforementioned Plans or Ordinances, not covered by the PAD shall remain applicable to development within the PAD. In the event of a conflict between the provisions of the PAD and its development standards and the aforementioned Avondale Plans or Ordinances, the new laws, rules or regulations and standards of development shall govern subject to vesting provisions of Arizona law.

A. Residential Development Standards (Parcels 12 – 14)

Development standards for the residential component of Entorno meet or exceed those set forth in **Table 2 and Table 2A**.

Table 2. Residential Development Standards

Development Standard	Land Use Category		
	Residential I (Parcel 13)	**Residential II (Parcel 14)**	**Residential III (Parcel 12)**
Density Range	4.0-7.0 Du/Ac	8.0-14.0 Du/Ac	15.0-24.0 Du/Ac
Minimum Parcel Area	4 acres (1)	3 acres (1)	3 acres (1)
Minimum Perimeter Building Setback Parcel	10' adjacent to a collector R/W, open space tract, commercial or multifamily residential;	10' adjacent to a collector R/W, open space tract, commercial or multifamily residential;	10' adjacent to a collector R/W, open space tract, commercial or multifamily residential;
	20' adjacent to existing single-family residential	20' adjacent to existing single-family residential	25' adjacent to existing single-family residential
Minimum Lot Area Per Dwelling Unit (2)	2,250 SF	2,100 SF	1,400 SF
Minimum Lot Width	25'	20'	15'
Minimum Building Separation (1)	10'	8'	6'
Minimum Building Separation Courts and Alleys with opposing garages	30' garage face to garage face or structure	30' garage face to garage face or structure	30' garage face to garage face or structure
Minimum Lot Setbacks	See Table 2A	See Table 2A	See Table 2A
Maximum Building Height (3)	45' (3 stories)	45' (3 stories)	45' (3 stories)
Lot Coverage - Single Family Detached (4)	Primary structure, not including attached shade structures:45%, Total:50%	Primary structure, not including attached shade structures:50%, Total:55%	N/A
Lot Coverage - Single Family Attached and Multifamily (5)	65%	70%	75%
Parking Spaces Per Dwelling Unit	1.5	1.3	1

Notes:

1. The entire Parcel Area shall be considered as one lot (parcel). Each individual parcel may contain multiple buildings and each building may include multiple dwelling units. The dwelling units may be attached with zero (0)-foot separation between units, and each separate multi-unit building can be separated from other structures on a single parcel. No individual parcel may be reduced in size below the minimum area as indicated in Table 2.
2. Minimum Lot area per dwelling unit = total area of lots and all open space, excluding all public and/or private streets, divided by the total number of units.
3. There shall be a 20-foot maximum height within 20 feet of a single-family zoned district, which height may be increased one foot for each additional one foot of building setback to the maximum permitted height. Additionally, units immediately adjacent to single-family zoned districts shall not exceed 1-story or 30 feet, unless the structure has a minimum separation of 100 feet from the single-family zoned district. Building height shall be measured as defined within the Avondale Zoning Ordinance.
4. Lot Coverage - Single Family-detached = the total structural coverage provided on a lot or site inclusive of all roofed areas or structures capable of supporting a roof divided by the net area of the lot. The first three feet of roof overhang or projection shall not be inclusive in the lot coverage.
5. Lot Coverage - Single Family-attached and multifamily = the total structural coverage provided on the sum of all the units within the Parcel of which is divided or prorated between each of the units after streets (collector and arterial streets only) are subtracted from the total net area.

Table 2A. Residential Building Standards (1)

Product Type Development	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Single Family - detached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Single Family – attached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	N/A	N/A		
Side Yard to Private Accessway	15'	15'		
Z-Lots - detached	**X**	**X**		
Front or Side Garage of Structure	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, Interior Use & Benefit Easement	3'	3'		
Side Yard to Private Accessway	15'	15'		
Zero Lot Line - detached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	5', one side	5', one side		
Side Yard to Private Accessway	15'	15'		
Alley-loaded - detached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Rear Facing Garage on Alley	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Alley-loaded - attached		**X**		
Front, Structure to Private Accessway		15'		
Rear Facing Garage on Alley		3'		
Face of Garage to opposing Face of Garage		30'		
Side Yard, interior		N/A		
Side Yard to Private Accessway		15'		
Auto Court - detached	**X**	**X**		
Front, facing Garage in Court	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Rear	5'	3'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Auto Court – attached	**X**	**X**		
Front, facing Garage in Court	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Rear	5'	3'		
Side Yard, interior	N/A	N/A		
Side Yard to Private Accessway	15'	15'		
Green Court - detached	**X**	**X**		
Front, facing Green Court	5'	3'		
Rear, with Garage	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Green Court - attached	**X**	**X**		
Front, facing Green Court	5'	3'		
Rear, with Garage	3'	3'		
Face of Garage to opposing Face of Garage	30'	30'		
Side Yard, interior	N/A	N/A		
Side Yard to Private Accessway	15'	15'		
Townhomes - detached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	5'	3'		
Side Yard to Private Accessway	15'	15'		
Townhomes – attached	**X**	**X**		
Front, Structure to Private Accessway	15'	15'		
Front Facing Garage to Private Accessway	18'	18'		
Rear Yard	5'	3'		
Side Yard, interior	N/A	N/A		
Side Yard to Private Accessway	15'	15'		

Table 2A. Residential Building Standards (1)

Product Type Development	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Duplex - attached			**X**	
Front, Structure to Private Accessway			15'	
Front Facing Garage to Private Accessway			18'	
Rear Yard			3'	
Side Yard, interior			N/A	
Side Yard to Private Accessway			15'	
Tri-plex – attached			**X**	
Front, Structure to Private Accessway			15'	
Front Facing Garage to Private Accessway			18'	
Front, facing Open Space			3'	
Rear, facing Garage in Court			3'	
Face of Garage to opposing Face of Garage			30'	
Side Yard, interior			N/A	
Side Yard to Private Accessway			15'	
Four-plex – attached			**X**	
Front, Structure to Private Accessway			15'	
Front Facing Garage to Private Accessway			18'	
Front, facing Open Space			3'	
Rear, facing Garage in Court, if applicable			3'	
Face of Garage to opposing Face of Garage			30'	
Side Yard, interior			N/A	
Side Yard to Private Accessway			15'	
Five-plex – attached			**X**	
Front, Structure to Private Accessway			15'	
Front Facing Garage to Private Accessway			18'	
Front, facing Open Space			3'	
Rear, facing Garage in Court, if applicable			3'	
Face of Garage to opposing Face of Garage			30'	
Side Yard, interior			N/A	
Side Yard to Private Accessway			15'	
Condominium			**X**	**X**
Front, Structure to Private Accessway			15'	N/A
Front to Parcel Boundary			N/A	20'
Front Facing Garage to Private Accessway			18'	N/A
Front, facing Open Space			3'	N/A
Rear, facing Garage in Court, if applicable			3'	N/A
Face of Garage to opposing Face of Garage			30'	N/A
Side Yard, interior			N/A	None
Side Yard to Private Accessway			15'	N/A
Side Yard to Street			N/A	20'
Min. Setback from Residential Use/District			N/A	10' per story (2)
Apartments			**X**	**X**
Front, Structure to Private Accessway			15'	N/A
Front to Parcel Boundary			N/A	20'
Front Facing Garage to Private Accessway			18'	N/A
Front, facing Open Space			3'	N/A
Rear, facing Garage in Court, if applicable			3'	N/A
Face of Garage to opposing Face of Garage			30'	N/A
Side Yard, interior			N/A	None
Side Yard to Private Accessway			15'	N/A
Side Yard to Street			N/A	20'
Min. Setback from Residential Use/District			N/A	10' per story (2)
Urban Lofts				**X**
Front to Parcel Boundary				20'
Side Yard, interior				None
Side Yard to Street				20'
Min. Setback from Residential Use/District				10' per story (2)

Notes:
N/A = Not Applicable.
(1) All setback dimensions are minimums.
(2) Setback does not apply to adjacent mixed-use districts.

1. Permitted Uses

A. Residential I Permitted Uses (Parcel 13)

The following uses are allowed within the Residential I District:

1) Permitted Uses:

a) One (1) single-family detached dwelling unit per lot.
b) One (1) single-family attached dwelling unit per lot.
c) Accessory uses and buildings incidental to the principal use such as pools, garages, sheds and provided any accessory building is not used for sleeping or living quarters.
d) Home Occupations in accordance with Section 202.E. of the Avondale Zoning Ordinance.
e) Public parks and public recreation areas.
f) Community swimming pools and similar recreational facilities of a non-profit nature when owned and maintained by the homeowners' association.
g) Temporary construction office, shed and/or storage yard in conjunction with on-site construction, subject to Section 202.B.8 of the City of Avondale Zoning Ordinance.
h) Temporary residential sales office for the on-site sale of homes, subject to Section 202.B.9 of the City of Avondale Zoning Ordinance.
i) Subdivision model home complex for the on-site and off-site sale of homes, subject to Section 202.B.10 of the City of Avondale Zoning Ordinance.

2) Uses Permitted Subject to Conditional Use Permit:

a) Public and municipal facilities.
b) Group housing subject to Section 202.C.6. of the City of Avondale Zoning Ordinance.
c) Day care or nursery school in conjunction with a church provided such activities are on the same lot.
d) Country Clubs, golf courses, community swimming pools.
e) Bed and Breakfasts.
f) Boarding and rooming houses.
g) Private clubs and lodges of a non-profit nature.
h) Home child care for 5-10 children not related to the residents, subject to conditions.
i) Child care center in conjunction with a church.

3) Prohibited Uses:

Any use not expressly stated herein and/or the following are not permitted:

a) Agricultural uses, such as but not limited to farming including all types of agriculture and horticulture, cultivating or harvesting uses, grazing and keeping of livestock, apiaries, horse ranches, dairy farms, cattle feed lots, retailing of farm products, keeping of farm and small animals, plant nurseries and greenhouses, and commercial stables.
b) Commercial ranch, guest ranch or resort.
c) Plant nurseries and greenhouses (wholesale).
d) Sales stands for the sale of farm products produced on the premises.

e) Corrals, barns, stables and pens.
f) Fowl, aviaries and apiaries.
g) Guest houses.
h) Group recovery home.
i) Independent care or nursery schools.
j) Cemeteries, mausoleums and crematoriums.
k) Mobile home, recreational vehicle or similar vehicle occupied for dwelling purposes.
l) Mobile home subdivisions.
m) Recreational vehicle parks.
n) Accessory uses common to mobile home and recreational vehicle parks.

B. Residential II Permitted Uses (Parcel 14)

The following uses are allowed within the Residential II District:

1) Permitted Uses:

a) All permitted uses under the Residential I District.

2) Uses Permitted Subject to Conditional Use Permit:

a) All uses permitted subject to a conditional use permit under the Residential I District.
b) Nursing homes.
c) Adult assisted living centers

3) Prohibited Uses:

All non-permitted uses under the Residential I District and any use not expressly stated herein.

C. Residential III Permitted Uses (Parcel 12)

The following uses are allowed with the Residential III District:

1) Permitted Uses:

a) All uses permitted in the Residential II District.
b) Two (2) or more family units per lot and multifamily units.

2) Uses Permitted Subject to Conditional Use Permit:

a) All uses permitted subject to a conditional use permit under the Residential II District.
b) Private clubs and lodges of a non-profit nature.
c) Nursery schools and day care centers.

3) Prohibited Uses:

All non-permitted uses under the Residential I District and any use not expressly stated herein.

B. Commercial and Mixed Use Development Standards (Parcels 1 through 11)

Table 3. Regional and Neighborhood Commercial/Office, Urban Mixed Use and Office/Commerce Park Development Standards

Development Standard	Land Use Category		
	Retail Commercial/Office	Urban Mixed-Use	Office/ Commerce Park
Minimum Lot Width:	None	None	None
Minimum Lot Area:	None	None	None
Minimum Site Depth	None	None	None
Maximum Lot Coverage:	None	None	None
Maximum Building Height: (1)	45' (3 stories)	120' (8 stories) (2)	45' (3 stories)
Required Parking (4)(5)	See Note 3	1Bedroom/Loft: 1 space/unit 2+Bedrooms: 1.5 spaces/unit All Other Uses: See Note 3	See Note 3
Setbacks:			
Minimum Front Setback	20'	See Table 2A	20'
Minimum Street Setback	20'	See Table 2A	20'
Minimum Interior Setback	None	See Table 2A	None
Minimum Setback from a Residential District or Use	25' (1 Story)	See Table 2A	25' (1 Story)
	30' (2 Story)	--------	30' (2 Story)
	35' (3 Story)	--------	35' (3 Story)

Notes:

1. Mechanical equipment may exceed the maximum height up to twenty (20) feet, must be completely screened from view, and comprise less than 50% of the roof area.
2. Maximum height for Urban Mixed Use is limited to 120 feet and 8 stories. A two-story height increase, as described in the North Avondale Specific Plan, Section V. Implementation Strategy, Section A. Development Guidance, is not permitted.
3. Required parking for commercial parcels will conform with Section 804: Required Parking Schedule, of the City of Avondale Zoning Ordinance.
4. All residential parking shall be provided in surface or below grade parking structures.
5. A shared parking option may be granted by the City of Avondale staff per industry standards to reduce the nonresidential parking requirement based on studies indicating less nonresidential parking is needed during certain time of the day. This shared parking option may consider nonresident parking available in all areas of the project, on-street parking, and parking available within 300 feet of the project in determining the total amount of nonresidential parking to be provided.

1. Permitted Uses

A. Regional Commercial/Office Permitted Uses

The following uses are allowed within this Commercial District:

1) Permitted Uses:

a) Retail Sales of new merchandise within an enclosed building.

b) Restaurants, restaurant/bars, sidewalk cafes, and cafes of a sit-down nature and similar uses (including drive-throughs subject to Section 505.C.2. of the City of Avondale Zoning Ordinance and those with outdoor dining but without entertainment and/ or dancing).

c) Professional, administrative, business, clerical or sales offices.
d) Banks and financial or similar uses (including drive-throughs subject to Section 505.C.2. of the City of Avondale Zoning Ordinance).
e) Automated teller machine (ATM) and kiosks.
f) Hotels, motels and resorts.
g) Emergency medical care facilities.
h) Hospitals.
i) Medical, dental, or health offices, clinics, and laboratories.
j) Personal service establishments, such as day spas including beauty salons, barber shops, nail salons, except as listed…
k) Clothing alteration, custom dressmaking or tailor shop.
l) Dry cleaning and laundry establishment, excluding drive-through facilities. Drop-off services only.
m) Laundromat, self-service.
n) Post Office.
o) Appliance service and repair.
p) Ticket and travel agency.
q) Churches, synagogues, temples, convents and parish houses, or other places of general assembly for worship.
r) Schools and educational institutions, public and private, such as vocational, business, technical, medical, dental, college or university.
s) Cultural institutions.
t) Dancing, theatrical or music studio.
u) Libraries and museums.
v) Retail sales of lumber, landscaping and building materials (excluding outdoor storage).
w) Indoor commercial uses such as movie theaters, swimming and racquet clubs, bowling alleys, game rooms, video arcades, ice and skating rinks, shooting ranges, pool and dance halls, excluding adult uses, taverns, bars or lounges.
x) Pharmacy.
y) Art galleries.
z) Artist's studios, artisans' and craftmens' studio or workshops, including retail sales.
aa) Antiques and collectible shops.
bb) Bakeries.
cc) Bicycle and sporting good stores.
dd) Bookstores.
ee) Camera shops.
ff) Candy/ confectioner's shops.
gg) Clothing, resort wear, and t-shirt shops, selling only new merchandise.
hh) Clothing consignment shops.
ii) Coffee houses.
jj) Curio shops.
kk) Delicatessens.
ll) Florists and flower shops.
mm) Furniture sales and rental.
nn) Gift shops.
oo) Herbal, natural remedy and metaphysical shops.
pp) Ice cream shops.
qq) Import stores.

rr) Jewelry stores.
ss) Juice bars.
tt) Music, record, cd and DVD stores, for retail or rental sales.
uu) Newsstands.
vv) Outdoor gear stores and sales.
ww) Photography studios.
xx) Photographic developing and printing studio.
yy) Shoe stores and shoe repair shops.
zz) Specialty grocers and food stores without gasoline sales.
aaa) Specialty retail stores and services, indoor, such as toys, maps, flag, kite, magic, and puppet shops, etc.

2) Accessory Uses:

a) Accessory buildings, structures and uses customarily incidental to a permitted use.

3) Uses Permitted Subject to Conditional Use Permit:

a) Veterinary hospitals, offices, and clinics, excluding animal boarding.
b) Day care centers.
c) Pet boarding and day care facility.
d) Dwelling units above the ground floor of a building.
e) Dwellings not part of a commercial development.
f) Clubs and lodges.
g) Health and exercise centers, athletic clubs, health clubs.
h) Commercial sporting complexes, concert facilities, stadiums and similar outdoor recreational facilities.
i) Outdoor commercial recreation/ entertainment uses such as: fairgrounds, golf courses, amusement parks, golf driving ranges, commercial racetrack, rodeo grounds, shooting range, swimming and tennis club.
j) Commercial parking lot and garages.
k) Motion picture studios.
l) Service and gas stations subject to Section 305.D. of the City of Avondale Zoning Ordinance.
m) Alcoholic beverage sales for off premises consumption.
n) Performing arts theaters, but excluding adult live entertainment establishments.
o) Sidewalk vendors.
p) Automobile leasing facilities.
q) Auto supply store, indoor.
r) Automobile, boat, recreational vehicle, or motorcycle, sales and rental.
s) Carwash, mechanical or self-service.
t) Tire sales, repair, and mounting.
u) Tavern, bar, lounge or establishment with entertainment and/or dancing that sells beer or intoxicating liquor for consumption on premise, excluding restaurants and adult uses subject to Section 305.E. of the City of Avondale Zoning Ordinance.
v) Tavern, bar, lounge or establishment with entertainment and/ or dancing.
w) Reception centers, recreation and social/ private clubs.
x) Assisted living facility, nursing, or convalescent home, long term care facility and hospices, and group care facilities.

y) Public service or non-profit community use.
z) Public utility buildings, structures, uses, facilities and equipment.
aa) Ambulance service facility.
bb) Employment agencies.
cc) Research laboratories.
dd) Personal service establishments such as tanning salon, massage therapy, tattoo, body piercing parlor, palm readers, phrenologists, fortune tellers and astrologers, excluding adult uses.
ee) Plant nurseries with outdoor display.
ff) Retail sales of new merchandise and produce in open-air markets (mercados), excluding liquor sales and sidewalk sales.

4) Prohibited Uses:

Any use not expressly stated within the permitted or conditional uses sections above and the following are not permitted:

a) Cemetery, crematorium, mausoleum, funeral home and chapel, mortuaries and columbarium.
b) Monument sales and engraving shop.
c) One residence of a caretaker and family employed on the premises.

B. Neighborhood Commercial/Office Permitted Uses

The following uses are allowed with the Commercial District:

1) Permitted Uses:

a) Retail Sales of new merchandise within an enclosed building.
b) Restaurants, restaurant/bars, sidewalk cafes, and cafes of a sit-down nature and similar uses, excluding drive-through facilities.
c) Professional, administrative, business, clerical or sales offices.
d) Banks and financial or similar uses (including drive-throughs subject to Section 505.C.2. of the City of Avondale Zoning Ordinance).
e) Automated teller machine (ATM) and kiosks.
f) Medical, dental, or health offices, clinics, and laboratories.
g) Personal service establishments, such as day spas including beauty salons, barber shops, nail salons, except as listed…
h) Clothing alteration, custom dressmaking or tailor shop.
i) Dry cleaning and laundry establishment.
j) Laundromat, self-service.
k) Post Office.
l) Appliance service and repair.
m) Ticket and travel agency.
n) Churches, synagogues, temples, convents and parish houses, or other places of general assembly for worship.
o) Schools and educational institutions, public and private, such as vocational, business, technical, medical, dental, college or university.
p) Cultural institutions.
q) Dancing, theatrical or music studio.
r) Libraries and museums.
s) Indoor commercial uses such as movie theaters, swimming and racquet clubs, bowling alleys, game rooms, video arcades, ice and skating rinks,, pool and dance halls, excluding adult uses, taverns, bars or lounges.
t) Pharmacy.
u) Art galleries.

v) Artist's studios, artisans' and craftmens' studio or workshops, including retail sales.
w) Antiques and collectible shops.
x) Bakeries.
y) Bicycle and sporting good stores.
z) Bookstores.
aa) Camera shops.
bb) Candy/ confectioner's shops.
cc) Clothing, resort wear, and t-shirt shops, selling only new merchandise.
dd) Clothing consignment shops.
ee) Coffee houses.
ff) Curio shops.
gg) Delicatessens.
hh) Florists and flower shops.
ii) Gift shops.
jj) Herbal, natural remedy and metaphysical shops.
kk) Ice cream shops.
ll) Import stores.
mm) Jewelry stores.
nn) Juice bars.
oo) Music, record, cd and DVD stores, for retail or rental sales.
pp) Newsstands.
qq) Outdoor gear stores and sales.
rr) Photography studios.
ss) Photographic developing and printing studio.
tt) Shoe stores and shoe repair shops.
uu) Specialty grocers and food stores without gasoline sales.
vv) Specialty retail stores and services, indoor, such as toys, maps, flag, kite, magic, and puppet shops, etc.

2) Accessory Uses:

a) Accessory buildings, structures and uses customarily incidental to a permitted use.

3) Uses Permitted Subject to Conditional Use Permit:

a) Veterinary hospitals, offices, and clinics, excluding animal boarding.
b) Day care centers.
c) Dwelling units above the ground floor of a building.
d) Clubs and lodges.
e) Health and exercise centers, athletic clubs, health clubs.
f) Commercial sporting complexes, concert facilities, stadiums and similar outdoor recreational facilities.
g) Commercial parking lot and garages.
h) Motion picture studios.
i) Alcoholic beverage sales for off premises consumption.
j) Performing arts theaters, but excluding adult live entertainment establishments.
k) Sidewalk vendors.
l) Tavern, bar, lounge or establishment with entertainment and/or dancing that sells beer or intoxicating liquor for consumption on premise, excluding restaurants and adult uses subject to Section 305.E. of the City of Avondale Zoning Ordinance.

m) Tavern, bar, lounge or establishment with entertainment and/ or dancing.
n) Reception centers, recreation and social/ private clubs.
o) Public service or non-profit community use.
p) Employment agencies.
q) Research laboratories.
r) Personal service establishments such as tanning salon, massage therapy, tattoo, body piercing parlor, palm readers, phrenologists, fortune tellers and astrologers, excluding adult uses.
s) Retail sales of new merchandise and produce in open-air markets (mercados), excluding liquor sales and sidewalk sales.

4) Prohibited Uses:

Any use not expressly stated within the permitted, conditional, or accessory uses sections above and the following are not permitted:

a) Cemetery, crematorium, mausoleum, funeral home and chapel, mortuaries and columbarium.
b) Monument sales and engraving shop.
c) One residence of a caretaker and family employed on the premises.

C. Office/Commerce Park

The following uses are allowed with the Office/Commerce Park District:

1) Permitted Uses:

a) Offices for professional, administrative, clerical, and sales service.
b) Financial institutions, excluding drive-through facilities.
c) Research laboratories.
d) Medical, dental or health school, office, clinic or laboratory.
e) Pharmacy.
f) Hospitals and other health care facilities.
g) Hotels, motels and resorts.
h) Restaurants, restaurant/bars, sidewalk cafes, and cafes of a sit-down nature and similar uses, excluding drive-through facilities.
i) Motion picture production studios.
j) Wholesaling of goods and merchandise to retailers or jobbers for resale to the ultimate consumer.
k) Warehousing and distribution, excluding dead vehicle storage, trucking companies and moving storage companies, provided storage does not exceed fifty (50) percent of the gross floor area of the primary use.
l) Retail commercial operations directly related to the primary industrial use, provided storage does not exceed fifty (50) percent of the gross floor area of the primary use.

2) Accessory Uses:

a) Accessory buildings, structures and uses customarily incidental to a permitted use.

3) Uses Permitted Subject to Conditional Use Permit:

a) Health and exercise centers, athletic clubs, health clubs.
b) Motion picture studios.
c) Radio and television studios with receiving and transmitting towers.
d) Public utility buildings.
e) Day care, nursery schools, and child care center.
f) Transmitting and receiving towers, cellular and digital telecommunications monopoles.

4) Prohibited Uses:
Any use not expressly stated within the permitted, conditional, or accessory uses sections above and the following are not permitted.

a) Dead vehicle storage.
b) Outside storage of materials, goods, vehicles.
c) Outdoor commercial/recreation uses such as amusement parks, fairgrounds, golf courses, golf driving ranges, commercial racetrack, rodeo grounds, shooting range, zoos, drive-in theaters, miniature golf courses, sports courts and fields, outdoor arenas, sports stadiums, water parks and paintball parks.
d) Electrical substations, generating plants and other public utilities when subject to municipal zoning authority.
e) Drive through uses, including restaurants, financial institutions, stand alone pharmacies with drive-through facilities.
f) Service and gas stations.

D. Urban Mixed-Use Permitted Uses
The following are allowed in the Urban Mixed-Use District:

1) Permitted Uses:

a) Multifamily residential dwelling units above the ground floor of a building.
b) Retail Sales of new merchandise within an enclosed building.
c) Restaurants, restaurant/bars, sidewalk cafes, and cafes of a sit-down nature and similar uses.
d) Professional, administrative, business, clerical or sales offices.
e) Financial institutions, including drive-through facilities subject to Section 505.C.2. of the City of Avondale Zoning Ordinance.
f) Automated teller machine (ATM) and kiosks.
g) Medical, dental, or health offices, and clinics.
h) Personal service establishments, such as day spas, beauty salons, barber shops, nail salons, tanning salon, massage therapy, except as listed...
i) Clothing alteration, custom dressmaking or tailor shop.
j) Dry cleaning and laundry establishment.
k) Laundromat, self-service.
l) Post Office.
m) Ticket and travel agency.
n) Dancing, theatrical or music studio.
o) Libraries and museums.
p) Indoor commercial uses such as game rooms, video arcades, and pool halls, excluding adult uses, taverns, bars or lounges.
q) Pharmacy.
r) Art galleries.
s) Artist's studios, artisans' and craftmens' studio or workshops, including retail sales.
t) Antiques and collectible shops.
u) Bakeries.
v) Bicycle and sporting good stores.

w) Bookstores.
x) Camera shops.
y) Candy/ confectioner's shops.
z) Clothing, resort wear, and t-shirt shops, selling only new merchandise.
aa) Coffee houses.
bb) Curio shops.
cc) Delicatessens.
dd) Florists and flower shops.
ee) Gift shops.
ff) Herbal, natural remedy and metaphysical shops.
gg) Ice cream shops.
hh) Import stores.
ii) Jewelry stores.
jj) Juice bars.
kk) Music, record, cd and DVD stores, for retail or rental sales.
ll) Newsstands.
mm) Outdoor gear stores and sales.
nn) Photography studios.
oo) Photographic developing and printing studio.
pp) Shoe stores and shoe repair shops.
qq) Specialty grocers and food stores.
rr) Specialty retail stores and services, such as toys, maps, flag, kite, magic, and puppet shops, etc.
ss) Retail sales of new merchandise and produce in open-air markets (mercados), excluding liquor sales and sidewalk sales.

2) Uses Permitted Subject to Conditional Use Permit:

a) Commercial and residential parking garages.
b) Alcoholic beverage sales for off premises consumption.
c) Performing art theaters, but excluding adult live entertainment establishments.
d) Health and exercise centers, athletic clubs, health clubs.
e) Sidewalk vendors.
f) Tavern, bar, lounge or establishment with entertainment and/or dancing that sells beer or intoxicating liquor for consumption on premise, excluding restaurants and adult uses subject to Section 305.E. of the City of Avondale Zoning Ordinance.
g) Tavern, bar, lounge or establishment with entertainment and/ or dancing.
h) Public service or non-profit community use.
i) Employment agencies.
j) Personal service establishments such as tattoo, body piercing parlor, palm readers, phrenologists, fortune tellers and astrologers, excluding adult uses.

3) Prohibited Uses:

All non-permitted uses under the Regional and Neighborhood Commercial Non-Permitted Uses found in Section 3.4.B.1.A and Section 3.4.B.1.B and any use not expressly stated herein.

3.5 Design Guidelines and Architectural Character

The architectural character of Entorno will enhance the quality of life for residents, their guests and surrounding neighbors. The intent is to promote a "southwest desert contemporary" architecture style. Combining common design elements, native materials and a southwestern desert earth-tone color palette, Entorno respects the flavor of the southwest while providing an attractive, modern project. In addition, Entorno's design utilizes curvilinear streetscapes trimmed with drought tolerant trees such as palo verdes and acacias, centrally located recreational amenity areas and ample open spaces. The Entorno project encourages pedestrian interaction by providing generous landscaped boulevards and a pedestrian trail system.

A. Residential Design Guidelines (Parcels 12 – 14)

All single-family detached/attached buildings and multifamily located within the Entorno project will have common design elements and features to help create a distinct atmosphere. This will be accomplished by:

- Creating visual interest through articulation of wall planes;
- Varying roof forms and other similar methods;
- Utilizing four-sided architecture;
- Providing architectural treatments to large wall expanses.

Refer to Figures 12-22 for design concepts of potential housing styles and conceptual single and multifamily residential architecture.

1) Single Family Architectural Character

To prevent a monotonous streetscape, the following standards shall apply:

a. Homebuilders shall provide not less than three (3) elevations for each house plan.
b. No adjacent home or home directly across the street shall have the same elevation or roofline.
c. For all pitched roofs, homebuilders shall provide at least twelve (12) inches of roof overhang (eave) to all walls.
d. Homebuilders will offer homebuyers not less than six (6) house color combinations, three (3) tile colors and two (2) tile types.
e. Exterior colors shall be southwestern earth tones.

Although a final home product is not yet available for review, residential buildings may include the following architectural details:

- Asymmetrical massing;
- Gable or hipped rooflines;
- Stucco or concrete fiber siding;
- Brick or stone veneers;
- Tile roofs;
- Side entry garages;
- Balconies or patios;
- Divided light windows;
- Decorative Shutters;
- Decorative molding, pilasters, or wainscoting.

2) Multifamily Architectural Character

Multifamily residential neighborhoods exceeding 12.0 dwelling units per acre will also promote overall design unity and visual interest. Common to all multifamily products, carports or garages shall be constructed of similar materials, colors, and architecture matching the primary building. Multifamily site entries shall be treated with special landscaping, paving treatments, and visual features such as fountains, sculptures, or public art. Also, builders of multifamily products will include a minimum of three (3) of these architectural design elements:

- Bays or alcoves at pedestrian level;
- Bay windows or deep recessed windows;
- Projected or recessed patios or balconies;
- Awnings, corbels, or dormers;
- Decorative molding, pilasters, or wainscoting;
- Brick or stone veneers;
- Architecturally designed building lighting;
- Pop-out door and window treatments or decorative shutters;
- Divided light windows.

3) Lighting

Lighting standards shall be utilized to increase pedestrian safety, limit light trespass and pollution and to create visual interest and beauty. Lighting fixtures should compliment and be an integral part of the ultimate design and feel of the development. All lighting utilized in the development shall be fully shielded and downward facing.

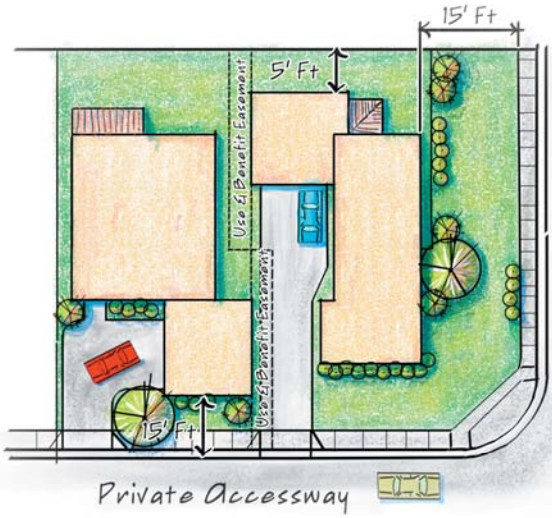
4) Landscaping

The goal of the landscape palette and proposed design is to blend the agricultural heritage into the native desert through the use of two distinct, yet complimentary plant palettes. The use of drought-resistant plant materials for passive recreation areas, trails/pathway corridors and visual focal points shall be required as discussed in the North Avondale Specific Plan. Activity areas will receive an enhanced landscape palette, which allows additional shade opportunities, creating an ambiance more conducive to social gathering areas. Accordingly, the residential landscaping palette is designed to integrate with and enhance the architectural character of the built environment **(Figure 9, Conceptual Open Space Plan)**. Combined with the streetscape theme **(Figures 28-30 Street Cross Sections and Conceptual Streetscapes)**, the palo verde and acacia trees will be used throughout the residential areas.

5) Management and Maintenance

Various property owners' associations are planned for Entorno to care for and maintain all community open space, amenities, landscape tracts and right-of-way landscaping within the development. It will be required of all homebuilders to establish individual homeowners' associations (HOA) for their respective projects.

Single Family, Townhomes and Duplex (Attached)



Conceptual Z-Lot

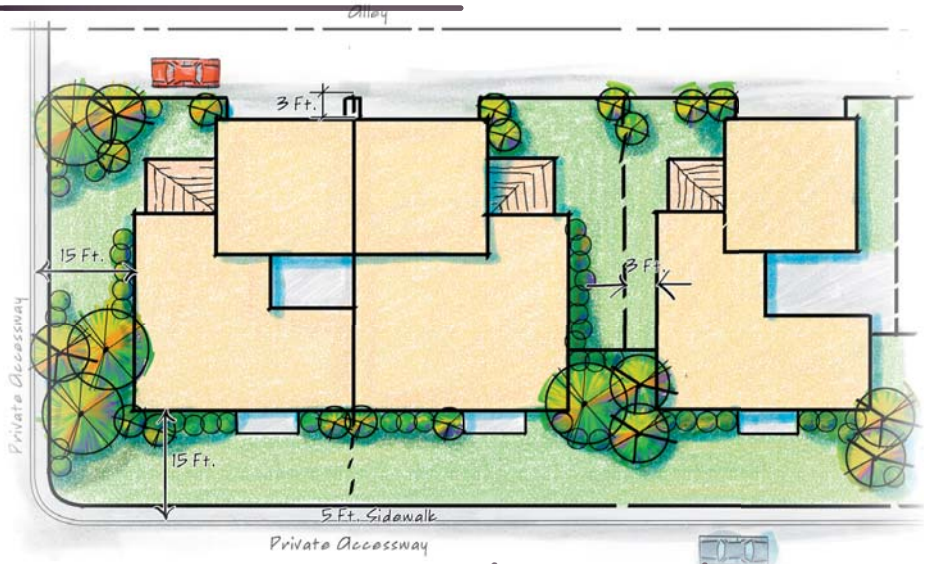
Conceptual Green Court (Detached & Attached)

Conceptual Five-Plex

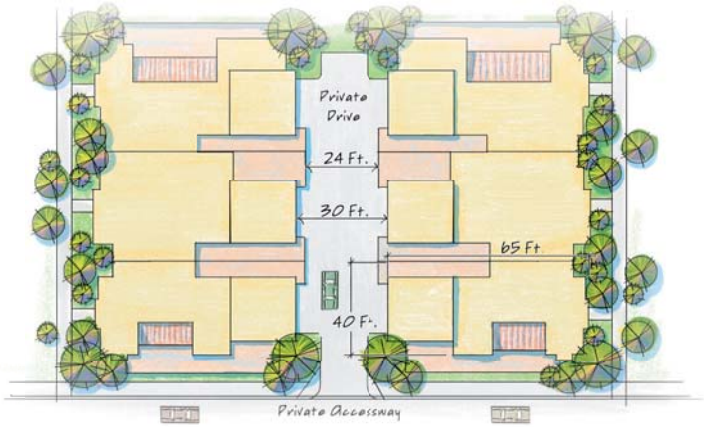
Conceptual Auto Court (Detached)

Conceptual Single Family & Townhomes (Detached)

Proposed Project

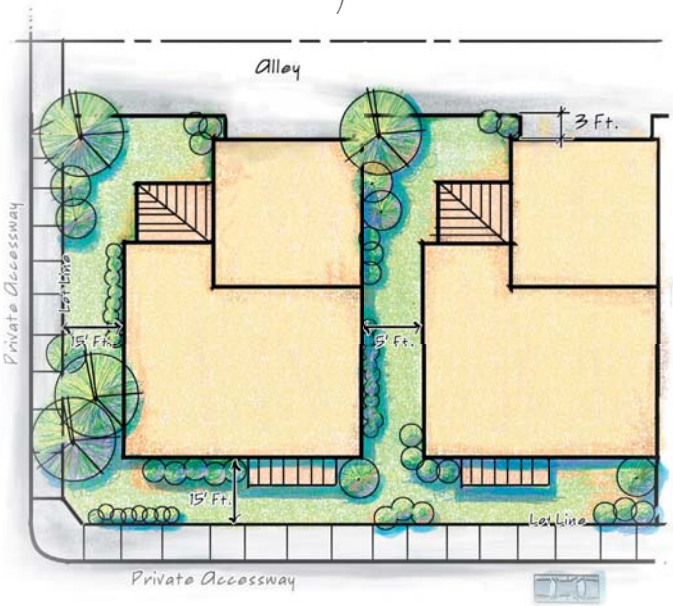


Conceptual Alley Loaded (Detached and Attached)



Conceptual Auto Court (Attached)

Conceptual Four-Plex



Conceptual Zero Lot Line (Detached)

Conceptual Tri-Plex

Figures 12-22 - Conceptual Residential Designs

B. Regional and Neighborhood Commercial/Office and Office/Commerce Park Design Guidelines

Architectural and design continuity will remain consistent from parcel to parcel and will complement other architecture proposed in this development. The guidelines listed below are to ensure that the development will be designed and constructed with high quality and timelessness in mind.

These design guidelines ensure that not only quality materials and architectural character are an integral part of the regional and neighborhood commercial/ office and office/commerce park component of the development, but also that the development will incorporate functionality and usability during all seasons. Refer to **Figures 23-25** for potential commercial and office/commerce park styles.

1) Architectural Character

Building materials proposed for commercial and office/commerce park architecture will be selected to emulate the proposed "southwest desert contemporary" theme. A native color palette of earth tones will be used for exterior colors. Materials will be of durable materials that will endure the extreme summer temperatures. Primary and secondary materials may include, but are not limited to the following:

- Natural stone,
- Smooth or textured stucco,
- Concrete fiber exterior finishes,
- Tile or metal roofs,
- Metal decorative accents and overhangs.

Figure 23 - Conceptual Commercial Architecture

Figure 24 - Conceptual Hotel Architecture

Final building materials and design will be reviewed and approved by City Staff per the architectural character and design intent of this document.

Main building entrances should be emphasized using the following techniques:

- Clustering of trees and shrubbery;
- Utilizing unique building orientation and/or design;
- Human-scale architecture that utilizes building recessions, projections and pedestrian walkways;
- Enhancing pavement treatments;
- Varying building materials;
- or similar treatments.

Individual buildings shall incorporate rooflines and forms with varied sizes, shapes, materials, colors and slopes. Where parapets are utilized to conceal flat roofs, three-dimensional cornice treatments or similar details shall be used to enhance the building architecture. Wherever pitched roofs are utilized, multiple planes shall be used. Canopy structures and their respective columns for gasoline service stations will incorporate the architectural character of the center.

Elements of four-sided architecture shall be required for all wall planes and building surfaces visible from public streets and walkways. Uninterrupted wall planes in excess of fifty (50) feet in length will employ a vertical element, such as a projection or recession into the wall plane. Building materials found in the main building elevations should be carried throughout the entire design of the building.

Garden and retaining walls and other site features shall complement the architectural character of the development and building and where possible should integrate into the overall design of the building.

If drive-through uses are included as part of this development, the drive-through business shall have drive under canopies and the drive-through shall not face the street.

2) Exterior Spaces

Exterior spaces are vital elements to a development. Such spaces are utilized for relaxation, socialization and business purposes. Here at Entorno, exterior spaces shall include the following:

- Seating,
- Trash receptacles,
- Enhanced lighting, and
- Sunny and shaded areas for year-round use.

Figure 25 - Conceptual Office / Commerce Park Architecture

Attention should be paid to solar orientation for ultimate usability. Shade areas must either provide a durable and permanent shade structure and/or trees capable of creating an adequate amount of shade. The design of the commercial shops is encouraged to include shade along the pedestrian walkways with landscaping in front of stores, the addition of courtyards where viable and amenities such as outdoor seating within plazas.

Pedestrian walkways are also a vital aspect of quality development and will be provided to create safe, non-vehicular connections between buildings and uses on adjacent parcels. Ease and comfort of pedestrian travel throughout the development and onto adjacent public sidewalks will be provided. Exterior spaces and building entrances will be interconnected throughout the development. The importance of designing and constructing shaded walkways will be encouraged during the design process.

Specific examples within Entorno for positive exterior spaces include the "village center," adjacent to Parcels 8 and 9, where either a water feature or amphitheater will be provided where residents, employees and visitors will be able to use as a unique destination spot for social gatherings. Major focal points such as building entries and pedestrian gathering areas will be enhanced with creative landscaping, decorative paving and distinct monumentation as discussed further in Section 3.5.B.

3) Lighting

The intent is to increase pedestrian safety, limit light trespass and pollution and to create visual interest and beauty. Lighting fixtures should complement and be an integral part of the ultimate design and feel of the development.

- All lighting utilized in the development must be fully-shielded and downward facing;
- Parking lot lighting abutting adjacent residential properties must utilize house side shields;
- Parking lot lighting must be no taller than 15 feet as measured from the bottom of fixture;
- Fixtures hung within trees are not permitted;
- Up-lighting and spotlights are not permitted, except for low voltage landscape lighting.

4) Landscaping

The landscape palette proposed for this development includes plant materials from the Arizona Department of Water Resources (ADWR) low water use plant list. High water use plants, such as colorful annuals and other smaller accent plants may be utilized in small quantities at entries to buildings and entry to the development. The proximity identifies which landscaping theme will be used throughout the entire development to create continuity. Combined with the streetscape theme, the palo verde and acacia trees will be used throughout the commercial/office and office/commerce park

areas.

Entorno's landscaping standards for the regional and neighborhood commercial and office/commerce park parcels will exceed the City's established minimum standards set forth in Section 503: Landscaping, of the City of Avondale Zoning Ordinance by including:

- Common landscaping themes throughout Entorno while promoting the individual identity of each parcel;
- A minimum 35% of the building frontage with a minimum width planter of three (3) feet, not including the vehicle overhang;
- Foundation plantings adjoining, but not directly adjacent to buildings that front on public streets;
- Major focal points (i.e. building entries, pedestrian gathering areas, etc.) with trees 36-inch box or greater.

Additionally, all private retention basins shall be landscaped. Such retention basins may not occupy more than fifty (50) percent of any landscaped area fronting a public street; except as approved by the Planning Department. All private retention basins shall be contoured and designed as an integral part of any frontage landscaping and shall not take on the appearance of a ditch. Maximum side slopes of basins shall be a four to one (4:1) ratio.

As the commercial elements of Entorno are developed, individual projects may be required to provide at least one (1) pedestrian refuge area consisting of a minimum fifty (50) square feet, two (2) trees, six (6) shrubs and one (1) seating area.

All landscaping will be designed, selected and planted for ease of maintenance and irrigation. A ground cover such as decomposed granite or similar will be utilized for weed control, to help limit evaporation of irrigation and to ensure a quality appearance of the landscaping. Entries to buildings should provide enhanced landscaping and higher quality landscape materials. There should not be more than five (5) feet between plants and trees should be planted a maximum of twenty (20) feet between canopies. Special care should be taken to provide enhanced landscaping in exterior pedestrian spaces and along pedestrian walkways throughout the development.

5) Management and Maintenance

A master property owners' association will be established to ensure manicured, litter-free sites on their respective parcels. Property maintenance will include any adjacent, contiguous landscape areas outside of the City's right-of-way, plus any landscape areas within the right-of-way between the public sidewalk and street edge. All public streets and sidewalks will be maintained by the City of Avondale.

6) Signage

All signage shall be designed to be consistent with the overall architectural character of the development. Signage shall be consistent with the City of Avondale sign regulations and shall be designed so that it is not a nuisance to other parcels or developments. Signage for both pedestrian and vehicular purposes will be provided in the development.

7) Vehicle and Bicycle Parking

A minimum of five (5) percent of the parking lot area shall be landscaped, exclusive of front yard or perimeter landscaping and street trees. Such landscaping shall consist of parking islands located within the perimeter of the parking lot.

Parking islands shall be utilized at the end of each row and include landscape planters. The planters shall be protected by a six (6) inch vertical curb on all sides. Planters shall be a minimum of eight feet by twenty (8x20) feet as measured from back-of-curb to back-of-curb. There shall be landscape planters between every twelve (12) consecutive parking spaces.

All parking lots shall be screened from public and private roadways by walls or earth berms or combination thereof, constructed at least three (3) feet above the grade of the parking lot or adjacent streets, whichever is higher in elevation. Screen wall materials will match the design theme of the rest of the development.

A minimum of one (1) tree shall be provided for every eight (8) parking spaces, exclusive of perimeter landscaping and street trees. Trees must be planted within the parking lot. Where covered parking is provided, it shall be designed as an integral part of the project with materials, color, and details similar to the buildings of the development. Fabric or prefabricated metal carports are prohibited.

Bicycle parking is encouraged throughout the entire development. If provided it should be within 50 feet of a commercial or office building entrance. Providing bicycle parking, especially in commercial and office establishments, encourages utilization of alternative modes of transportation and commuting.

8) Screening

a. Refuse Areas:
   i. All shared refuse containers, including all uses on site, shall be screened with a masonry wall not less than six (6) feet in height. Refuse area materials, including wall and gates etc., will match the design theme of the rest of the development. Gates when closed must completely screen the refuse area.
b. Loading and Delivery:
   i. All loading and delivery areas shall be separated from adjacent residential uses, screened from public-view with at least a 6 foot wall and constructed using materials and finishes that match the rest of the development theme.
   ii. Loading, delivery and service bays will be screened from public view with landscaping or walls. These walls will be a minimum height of six (6) feet and up to ten (10) feet.
c. Utility Equipment:
   i. All utility equipment must be located and screened in accordance with the City of Avondale requirements. Screening shall either be integrated into the architectural design or constructed using materials consistent with those used in the rest of the development. Where required, screening will be provided through a combination of solid walls, earth

berms and landscaping. Screen walls will be fully integrated into the site using design patterns, materials and color schemes complimentary to adjacent buildings.

ii. Mechanical equipment, whether ground level or roof mounted, will be screened from public view and so located as to be perceived as an integral part of the building. Equipment such as, but not limited to, telephones, vending machines, etc. will be screened from street view and placed in an area designed for their use, which is an integral part of the structure.

d. Parking Areas:

i. All parking areas will be screened from public streets by a minimum three (3) foot wall, earth berm or a combination thereof. Screen walls will be designed to match the standard set forth for the entire project.

C. Urban Mixed Use Design Guidelines

The residential component and commercial component of this district are interrelated and the ultimate design of this district will be unique. Development within the Urban Mixed Use Parcels will abide by the Commercial and Office/Commerce Park Design Guidelines as detailed in the previous section of this document. In addition, with a proposed maximum height of 120 feet or eight stories, special development standards with regard to building bulk and structure within the Urban Mixed Use Parcels will also abide by the following guidelines where applicable. A two-story height increase, as authorized in the North Avondale Specific Plan, Section V. Implementation Strategy, Section A. Development Guidance, is not permitted. Refer to **Figure 26** for potential urban mixed use architecture styles

1) Architectural Character

Proposed urban mixed use buildings will respect the scale and orientation of adjacent properties. Buildings proposed here will transition from adjacent uses to reduce and mitigate the differences in building scale, bulk, and intensities. Building design will respect the climatic conditions by minimizing heat gain and will consider the impact of shade on adjacent land uses and areas. The rationale for this is to design buildings in relation to surrounding elements, providing an orderly transition of building heights, and signifying that urban mixed uses are an integral part of the Entorno project site.

Building massing will take into account the solar consequences of building height, bulk and area to maximize public comfort by providing shaded public outdoor areas, minimizing glare and facilitating breezes. Building facades exposed to solar intensity will minimize the use of glass and provide landscaping, shade structures, wall plane articulation, moldings, pilasters, balconies, porches or other comparable architectural elements to reduce surface heat gain. Varying heights of the buildings are encouraged.

Architecture and applied treatments that express corporate identity will be minimized to provide structures that complement the overall Project theme. While corporate architecture may be used to identify a particular commercial retail or office use, it will not be the predominant feature of the building façade. The facades will be designed to provide a sense of human-scale at ground level by providing clear architectural distinction between ground floor levels and all additional levels. Four-sided architecture is encouraged to exhibit design continuity.

Figure 26 - Conceptual Apartments, Condos, and Urban Lofts

2) Exterior Spaces

Direct access to the commercial retail/office storefronts will be provided to encourage pedestrian movement and will have pedestrian paths and walkways that have a minimum of eight (8) feet of unobstructed width. Shaded walkways integrated with the building design or that use landscaping will be encouraged to provide pedestrian interaction and for pleasant walking environments. Outdoor plazas, courtyards and seating are encouraged to enhance exterior spaces and make for a welcoming pedestrian experience.

At least one pedestrian path or sidewalk will connect with the primary public entrance for the residential portion of the residential uses and residential and commercial uses will have separate entrances. Although not required for all units in the Urban Mixed Use District, the inclusion of exterior balconies on the upper levels facing major pedestrian areas should be included wherever possible. This will further the pedestrian nature of the Urban Mixed Use District.

3) Landscaping

Landscaping in the Urban Mixed Use District has special design criteria to provide trees to shade streets, pedestrian paths and small exterior spaces, where feasible. The pedestrian nature of this district will require enhanced landscaping along streetscapes to maximize year-round usability. Landscaping and trees, much like other areas of Entorno, will be selected and placed, that when at maturity, trees such as the palo verde and acacia will provide at least 50% shading capability for pedestrian walkways and gathering areas. Streetscape enhancements will be prevalent, unifying the project through common landscaping design found in the commercial/office and office/commerce park districts **(See Figure 29 Major Collector Cross-Section and Conceptual Streetscape for Clarendon Avenue)**.

4) Management and Maintenance

Various property owners' associations are planned for Entorno to care for and maintain all community open space, amenities, landscape tracts and right-of-way landscaping within the development. A master property owners' association will likewise govern all commercial and urban mixed use developments.

5) Signage

Signage will be designed to be consistent with the overall Project theme by using similar materials and textures, architectural treatments, and fonts used throughout. Corporate signage, like corporate architecture, will be minimized to not detract from the overall building façade. Location of signs will be oriented to promote their functional purpose of communication and readability for pedestrian and vehicular traffic. Signage should not dominate the building, site design or streetscape.

6) Screening

Similar to commercial areas, the following screening guidelines will apply:

a. Refuse Areas:
   i. All shared refuse containers, including all uses on site, shall be screened with a masonry wall not less than six (6) feet in height. Refuse area materials, including wall and gates etc., will match the design theme of the rest of the development. Gates when closed must completely

screen the refuse area.

b. Loading and Delivery:
   i. All loading and delivery areas shall be separated from adjacent residential uses, screened from public-view with at least a six (6)-foot wall and constructed using materials and finishes that match the rest of the development theme.
   ii. Loading, delivery and service bays will be screened from public view with landscaping or walls. These walls will be a minimum height of six (6) feet and up to ten (10) feet.

c. Utility Equipment:
   i. All utility equipment must be located and screened in accordance with the City of Avondale requirements. Screening shall either be integrated into the architectural design or constructed using materials consistent with those used in the rest of the development. Where required, screening will be provided through a combination of solid walls, earth berms and landscaping. Screen walls will be fully integrated into the site using design patterns, materials and color schemes complimentary to adjacent buildings.
   ii. Mechanical equipment, whether ground level or roof mounted, will be screened from public view and so located as to be perceived as an integral part of the building. Equipment such as, but not limited to, telephones, vending machines, etc. will be screened from street view and placed in an area designed for their use, which is an integral part of the structure.

3.6 Development Master Plans

Development Master Plans shall follow the process established in the City of Avondale Zoning Ordinance for Planned Area Development (PAD) Documents, Sections 106, 109, 603 and 604.

This PAD document consists of the General Development Plan **(Figure 1 Architectural Vision and Figure 2 Conceptual Project Layout)** and the PAD document. Upon approval of the General Development Plan and Program, Final Development Plans for all or part of the PAD District shall be filed. Prior to the approval of the Final Development Plan for the first development unit, the following additional information will be submitted for approval:

1. Conceptual Master Drainage Plan;
2. Master Street Plan for all major and collector street abutting or within the site;
3. Master Water Plans;
4. Master Wastewater Plans;
5. Covenants, Conditions and Restrictions for the projects.

Final Plats will be processed and approved in accordance with Article II of Section 22, Subdivision Regulations, of the Avondale Municipal Code.

3.7 School Facilities

The Owners intend to enter into agreements with both the Pendergast Elementary School District and the Tolleson Union High School District to make per dwelling unit contributions to ensure that the districts have adequate facilities to accommodate any new students generated by the development of the residential areas of the Entorno project.

3.8 Phasing

Entorno's project phasing shall consist of two phases. Phase I shall be the construction of the "backbone" infrastructure including off-site improvements, internal collector, local streets, and drives, sidewalks, water, sewer and drainage systems, street lighting, and utilities such as electricity, communications, gas, and cable. Phase II shall be the development of the individual parcels and pads within the Project site and is market-driven. A revised phasing schedule will be provided to the City of Avondale once vertical development opportunities are known.

Section 4.0 - Infrastructure

Section 4.0 - Infrastructure

4.1 Traffic Circulation and Street Design Criteria

Primary access to the site is currently provided via 99th Avenue along the east boundary and Indian School Road along the north boundary **(Figure 27, Master Circulation Plan)**. Within Entorno, a central boulevard will serve as the main thoroughfare through the project, while minor collector streets will serve to connect the residential areas with the commercial portions of the Project. The residential neighborhoods will be served by private accessways and private drives while the commercial areas will utilize driveways and other access roads. The overall design of the street circulation plan is to maximize commercial accessibility and minimize cut-through traffic through Entorno's neighborhoods and the adjacent Westwind neighborhood.

The Project Developer retained Task Engineering to conduct a traffic impact study for the Project (submitted under separate cover). The study lists points of access to and from Entorno, average daily trip generation for each of the proposed land uses, and recommended traffic signal locations and roadway improvements. A revised traffic study and comprehensive traffic modeling will be completed once a final site plan has been determined.

Currently, 99th Avenue and Indian School Road are four lane arterials with two-way center turn lanes. According to the City of Avondale's Transportation Plan of October 2006, both of these streets are classified as arterial streets. The ultimate build-out planned is six-lanes with center landscaped medians. According to the transportation plan, the cross section width is 130-feet with 65-foot half-street rights-of-way. Both streets have Maricopa County roadway easements and are maintained by the county, however only Indian School Road is listed as a County Road of Regional Significance. The county's cross section width for Indian School Road is 140-feet with a 70-foot wide half-street right-of-way. It is presumed the City of Avondale will annex Indian School Road in the future; therefore the ultimate right-of-way will be 130-feet. If annexation does not occur, the ultimate right-of-way will be 140-feet. The Project team will coordinate with the county and the City of Avondale regarding the proposed rights-of-way.

Figure 27 - Master Circulation Plan

Another design parameter for the arterial streets is that the intersection of 99th Avenue and Indian School Road will need to taper to a 160-foot wide right-of-way, (80-foot half right-of-way) to accommodate additional turn lanes for the efficient flow of traffic through this intersection. With the construction and development of Entorno, only half street improvements to the centerlines of 99th Avenue and Indian School Road will be completed.

Entorno will be served by one major collector and seven minor collector streets. The major collector street is located on the alignment of Clarendon Avenue from the center of the Project to 99th Avenue. The minor collector streets include a north-south alignment approximately 660-feet west of 100th Avenue connecting to the major collector, the continuation of Clarendon Avenue through the residential parcels to the Westwind subdivision, 100th Avenue south of Clarendon Avenue to Osborn Road, half-street improvements for Osborn Road from 99th Avenue to 100th Avenue, and three other collector streets located internally within the commercial parcels.

Private accessways and private drives are proposed to have 30-foot and 24-foot rights-of-way measured from the back-of-curb to back-of-curb, respectively. The private accessways are used for the most part much like a local street, collecting traffic from the residential areas to the collector street. The private drives are designed for use within the auto-court type residential areas. Gated entranceways may be provided on the private accessways.

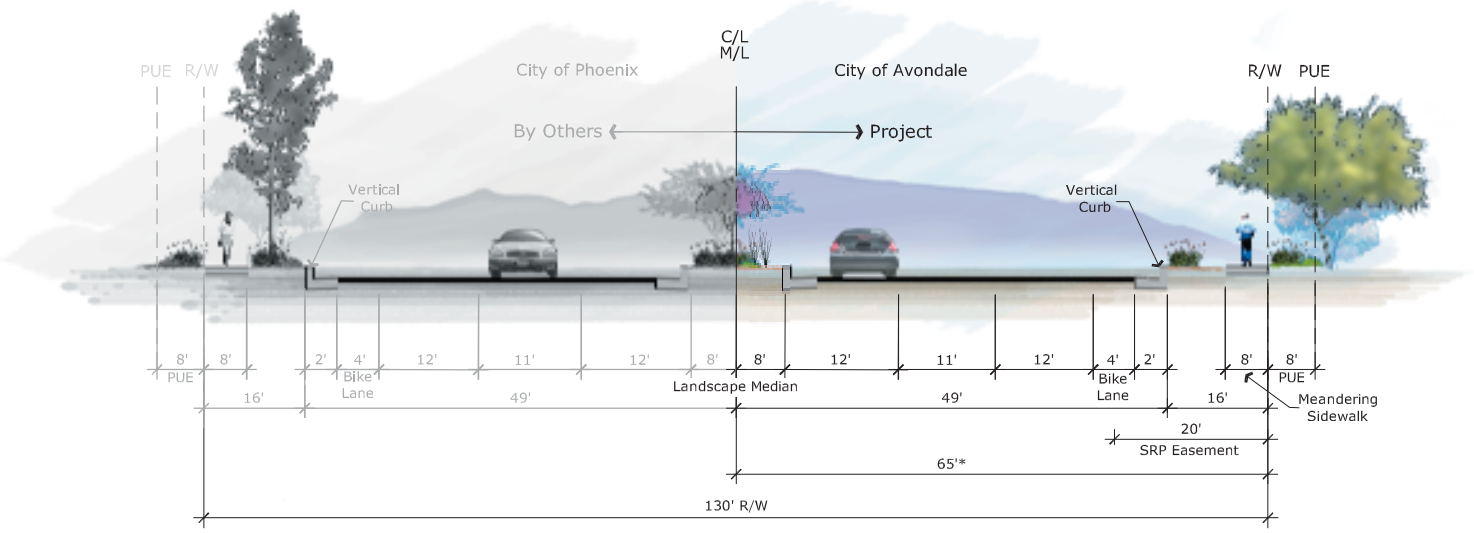
Currently, the only signalized intersections near Entorno are located at 99th and 103rd Avenues on Indian School Road. Based on the Traffic Impact Study, intersections warranting additional traffic signals are proposed at 100th Avenue and Indian School Road, and 99th Avenue at Clarendon Avenue.

A. Street Design Criteria and Conceptual Streetscape Theming

The design of the streets is to maximize traffic flow, while also providing maximum safety for vehicles and pedestrians. The seven cross-sections **(Figures 28-31)** include the 6-Lane Arterial Street, Major and Minor Collector Streets, Private Accessways and Private Drive. These cross-sections also depict the Conceptual Streetscape as described in other sections of this document. Minimum development standards for each classification of roadway are based on the City of Avondale Engineering Design Standards-Section II, Streets-Part A and/or D. Paving Requirements with minor modifications outlined as follows:

1. Arterial Streets: Arterial streets have a 130-foot right-of-way and are primarily developed to connect to the internal collector streets **(Figure 28 Arterial Street Cross-section and Conceptual Streetscape)**. Indian School Road is identified as a 6-Lane Urban Principal Arterial Street and is a road of Regional Significance as classified by the Maricopa County Department of Transportation. This right-of-way has a 140-foot wide section. However, the City of Avondale may in the future annex Indian School Road into the city; therefore a 130-foot road right-of-way is proposed in anticipation of the future condition. Contiguous to the eastern boundary of Entorno, 99th Avenue is identified as a 6-Lane Arterial Street. The intersection of 99th and Indian School Road will be designed with a 160-foot wide right-of-way to accommodate additional turning lanes. The design criteria are outlined in **Table 4** as follows:

Table 4. Arterial Streets	
Per City of Avondale Transportation Plan, October, 2006	
Maximum Street Length	Not applicable.
Maximum Centerline Deflections	As determined by the City or other responsible agency.
Maximum Angle at Intersections, Arterial to Arterial	As determined by the City or other responsible agency.
Minimum Tangent at Intersection	As determined by the City or other responsible agency.
Minimum Tangent Between Reverse Curves	As determined by the City or other responsible agency.
Minimum Radius	As determined by the City or other responsible agency.
Intersection Offsets (jog), Collector to Collector	250 feet
Minimum Street Grade	For concrete or asphalt streets with concrete gutters shall be -0.25 percent.



6-Lane Arterial Cross-section and Conceptual Streetscape
99th Avenue - Half Street (Looking South)
Indian School - Half Street (Looking East)

* 65' Presuming the City of Avondale annexes R/W
70' if the City of Avondale annexation does not occur.

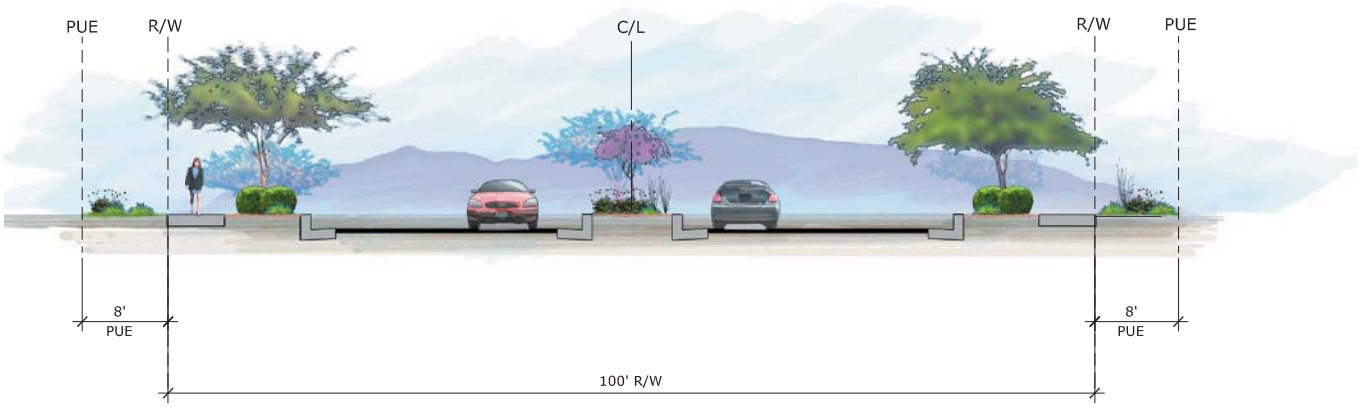
Figure 28 - Arterial Street Cross-section and Conceptual Streetscape

2. **Major Collector Streets:** The major collector street has 100 feet of right-of-way and is primarily developed to connect the minor collector streets and the private accessways to the arterial streets (**Figure 29 Major/Minor Collector Street Cross-section and Conceptual Streetscape**). Clarendon Avenue, east of 100th Avenue alignment is identified as a major collector street. **Table 5** explains the design criteria as follows:

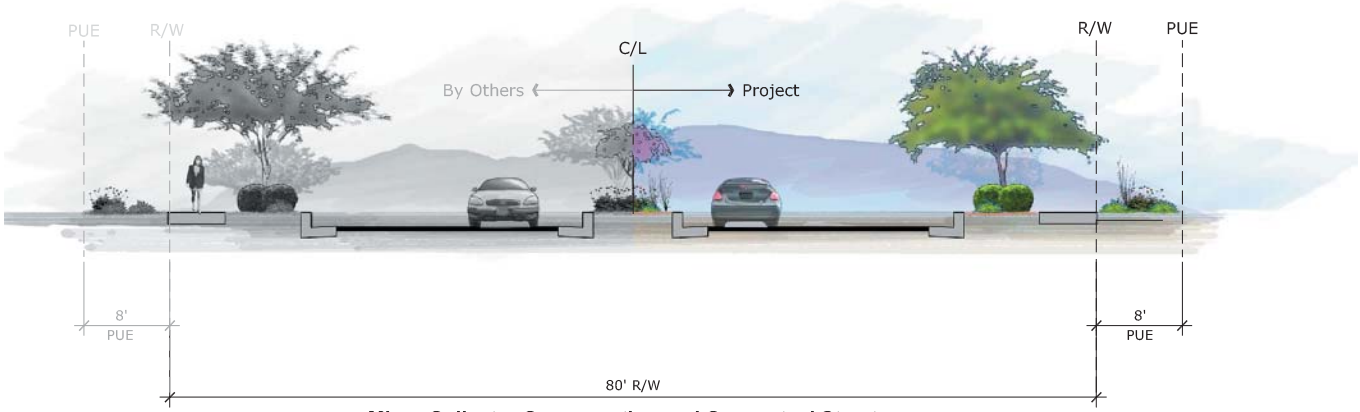
Table 5. Major Collector Streets	
Per City of Avondale Transportation Plan, October, 2006	
Maximum Street Length	Not applicable.
Maximum Centerline Deflections	10 degrees
Maximum Angle at Intersections, Collector to Collector or Arterial	90 degree angle or radial to curve intersecting arterial or ±15 degrees for other street intersections.
Minimum Tangent at Intersection	150 feet, measured from the right-of-way of the intersection, unless the curve entering the intersection exceeds 500 feet.
Minimum Tangent Between Reverse Curves	100 feet
Minimum Radius	250 feet
Intersection Offsets (jog), Collector to Collector	225 feet
Half Streets	Minimum pavement width of 24 feet to accommodate two-way traffic shall be allowed as an interim condition for Osborn Road or under special circumstances as approved by the City Engineer.
Minimum Street Grade	For concrete or asphalt streets with concrete gutters shall be -0.25 percent.

3. **Minor Collector Streets:** Minor collector streets have 80 feet of right-of-way and are developed to connect the parking drives to the major collector streets and arterial streets. Osborn Road will be constructed as an interim condition per the City of Avondale requirements as outlined in **Table 6**. Additional public minor collector streets shall be constructed (**Figures 29-30, Minor Collector Street Cross-sections**) within the commercial component of the development along with one minor collector street connection to the Westwind subdivision located on the Clarendon Avenue alignment.

Table 6. Minor Collector Streets	
Per City of Avondale Transportation Plan, October, 2006	
Maximum Street Length	Not applicable.
Maximum Centerline Deflections	10 degrees
Maximum Angle at Intersections, Collector to Collector or Arterial	90 degree angle or radial to curve intersecting arterial or ±15 degrees for other street intersections.
Minimum Tangent at Intersection	150 feet, measured from the right-of-way of the intersection, unless the curve entering the intersection exceeds 500 feet.
Minimum Tangent Between Reverse Curves	100 feet
Minimum Radius	250 feet
Intersection Offsets (jog), Collector to Collector	225 feet
Minimum Street Grade	For concrete or asphalt streets with concrete gutters shall be -0.25 percent.

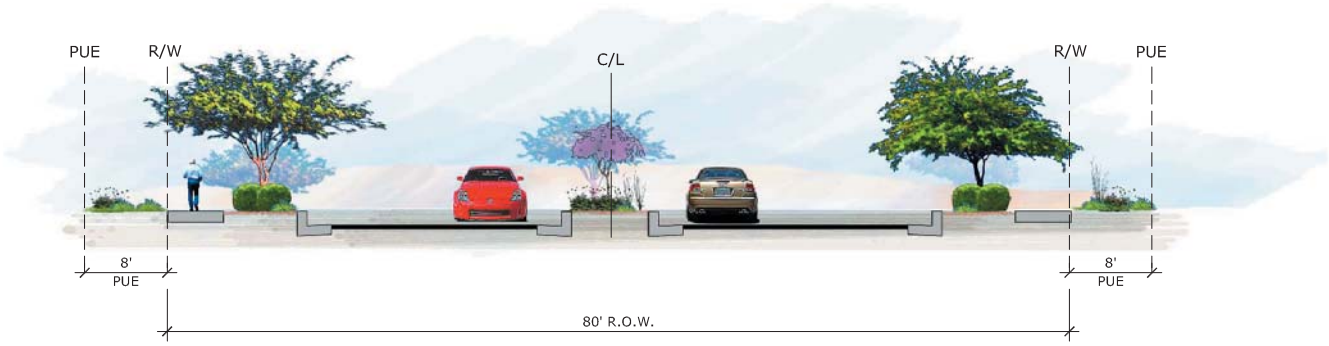


Major Collector Cross-section and Conceptual Streetscape
Clarendon Avenue Alignment

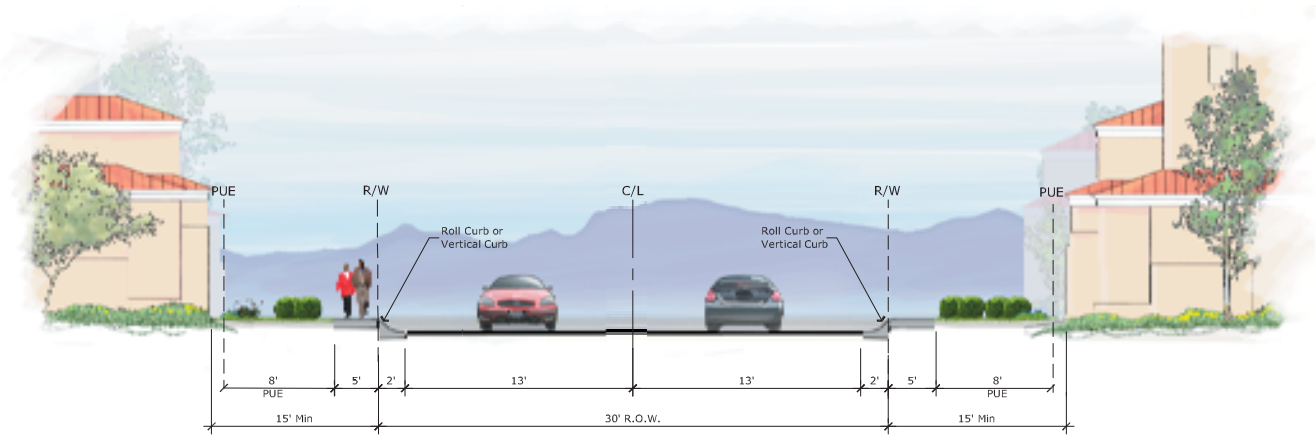


Minor Collector Cross-section and Conceptual Streetscape
Osborn Road - Half Street

Figure 29 - Major/Minor Collector Cross-section and Conceptual Streetscape



Minor Collector Cross-section and Conceptual Streetscape



Private Accessway Cross-section

Figure 30 - Minor Collector Cross-section and Private Accessway Cross-section

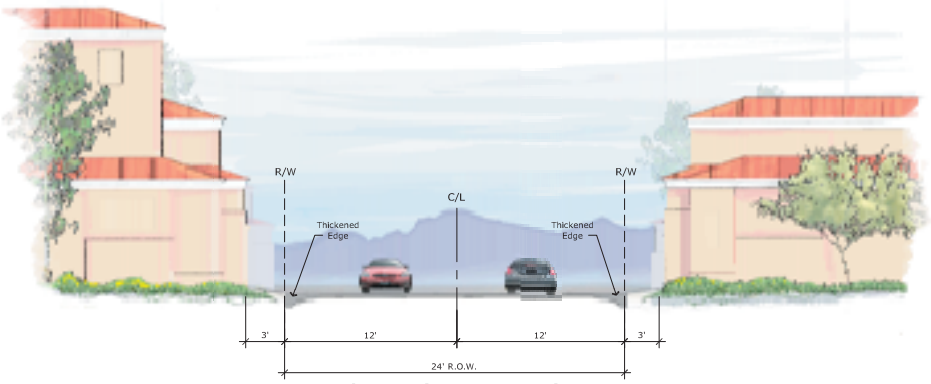
4. Private Accessways and Private Drives: Private accessways and drives have 30 feet and 24 feet, respectively, of right-of-way back-of-curb to back-of-curb for residential areas (**Figures 30 and 31, Private Accessway and Private Drive Cross-sections**). Private drives with 24-feet of right-of-way are designed for the auto-court type residential areas. **Table 7** describes the design criteria as follows:

Table 7. Private Accessways and Private Drives	
Per City of Avondale Transportation Plan, October, 2006	
Maximum Street Length	1,500 feet
Maximum Centerline Deflections	10 degrees
Maximum Angle at Intersections	15 degrees
Minimum Tangent Between Reverse Curves	100 feet
Minimum Radius	100 feet
Intersection Offsets (jog), Local to Local	No minimum.
Maximum Cul-De-Sac Length	400 feet measured from the intersection of right-of way lines of the last intersection to the extreme depth cul-de-sac.
Maximum Dead-end Street Without Turn-around	150 feet measured from the intersection of right-of way line to the extreme depth of the dead-end.
Maximum Block Length	1,500 feet
Minimum Street Grade	For concrete or asphalt streets with concrete gutters shall be -0.25 percent.

Private Accessway Cross-section
(For Green-court Type Development)

Notes

1. Travel lane, bike lane, and sidewalk widths to be determined at time of site plan review.



Private Drive Cross-section
(For Auto-court Type Development)

Figure 31 - Private Accessway and Private Drive Cross-section

4.2 Drainage

The result of the Flood Delineation Study for the Salt-Gila Rivers is shown on the Maricopa County Flood Insurance Rate Map (FIRM) No. 04013C2085G, revised September 30, 2005. The property is in Zone "X". Zone "X" is defined as follows:

- Areas of 500-year flood; areas of 100-year flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from the 100-year flood.

The project will be designed to provide on-site storage for runoff from a 100-year, 2-hour storm event. The site will also be responsible for collecting adjacent, half-street runoff from 99th Avenue and Indian School Road. Retention will be provided through a combination of surface basins and underground storage (**Refer to the Drainage Findings to Date Memo and the Typical Retention Basin Cross-Section found in the Appendix**). Preliminary studies show the required retention volume for this development is 30.29 ac-ft. This value was calculated using runoff coefficients taken from the Flood Control District of Maricopa County's Hydrology Design Manual.

4.3 Public Utilities and Services

Private utility companies will provide telephone, cable, refuse collection and electrical service. The City will provide water, sewer, police, fire protection and refuse collection for the single-family products. Power lines smaller than 69kV and all other utilities will be placed below ground. The following table summarizes the utility providers, which are discussed further on the following page:

Natural Gas Service

Natural gas service will be provided by Southwest Gas. Utility maps acquired from Southwest Gas show a four-inch line along the south side of Indian School Road. The line is within the future right-of-way; therefore, relocation will not be required.

Alternate Communications Service

Alternate sources for video, high-speed internet, security monitoring and/or other telecommunication services to users within the development may be implemented through an alternative communications provider, in conjunction with, or as an alternate to, Cox Communications and/or Qwest.

In the event such alternate provider is chosen, a permitted head-end compound located within Entorno will be required to support such communications services. The head-end compound is typically forty by fifty (40x50) feet, with a thirteen by eighteen (13x18) foot building and exterior satellite antennae with a perimeter visual buffer.

Electrical Service

Electrical service will be provided by Salt River Project (SRP). Underground lines and street light conduits have been stubbed by the Westwind development on the south side of Indian School Road at 103rd Avenue. These would be extended to the east in Indian School Road and tie into the existing three-phase line along 99th Avenue.

Based on maps obtained from SRP, an overhead 12 kV line and associated power poles exist along the west side of 99th Avenue running the length of the site. The City of Avondale's utility ordinance will require these lines to be converted from overhead to underground. All SRP lines along Indian School Road are located along the north side of the road and should not be in conflict with Entorno's half-road improvements.

There are currently no streetlights located along the Project frontage. Streetlights will be required along Indian School Road and 99th Avenue road frontages.

4.4 Irrigation

There are several irrigation ditches that traverse the Entorno project site. These ditches are either owned and maintained by Salt River Project or are private structures. The ditches convey irrigation water within the existing agricultural fields of the Entorno project site or serve to irrigate fields surrounding Entorno. The irrigation ditches are described below:

- 99th Avenue and Indian School Road: Contiguous to both arterial streets, SRP maintains two open, concrete-lined irrigation ditches. With the development of the Entorno project these ditches are likely to be piped and buried. SRP typically requires the pipes to be constructed a minimum of four (4) feet behind the back of curb with a rededication of a 20-foot wide easement and updated legal descriptions, terms and conditions. Refer to **Figure 28, Arterial Street Cross-section** which depicts the location of the proposed 20-foot easement in relation to ultimate build-out of 99th Avenue and Indian School Road.

- 99th Avenue: Parallel to the 99th Avenue frontage and west of the large, open SRP ditch is a smaller concrete-lined irrigation ditch. This private ditch currently provides water for agricultural needs within the Entorno project site only. As development of Entorno begins, this ditch will be removed.

- 100th Avenue Alignment: A concrete-lined irrigation ditch is centrally located within the Project site along the 100th Avenue alignment. This north-south ditch is also for private use for agricultural needs within the Project site only and will likely be removed once development of Entorno begins.

- 103rd Avenue Alignment: Contiguous to the western boundary line of the Entorno project and located approximately six feet to the west, there is a 10-foot wide SRP-maintained open ditch. This ditch does not need to be piped and buried. East of the ditch, a 16-foot wide unpaved maintenance road is utilized by SRP for direct access to the open ditch and will need to be maintained. The maintenance road encroaches approximately ten feet into the Entorno project site. This maintenance road will remain accessible to the canal and will be incorporated into the Entorno site plan as a pedestrian trail amenity along its entire length from Indian School Road south to the Roosevelt Irrigation District canal **(Figure 9, Conceptual Open Space Plan and Figure 10, Conceptual Pedestrian Path Cross-section)**. The Entorno project team will coordinate with SRP and the City of Avondale during the site design review process to meet SRP's maintenance and operation standards right-of-way guidelines and process a multiple-use license agreement for the irrigation ditch.

- Osborn Road Alignment: Along the south boundary of Entorno there are two separate open, earth-lined ditches. The first ditch is south of the Entorno property line extending from 99th Avenue to approximately the 100th Avenue alignment. This ditch does straddle the southeastern portion of Entorno near 99th Avenue, near the location where the proposed half-street improvements to Osborn Road will connect with 99th Avenue. This private ditch with a recorded easement document currently provides irrigation to the agricultural uses on the John F. Long parcel south of Entorno. It will need to remain in service as long as required by the adjacent uses and any impacts to it minimized with the anticipated construction of the Osborn Road half-street improvements.

The second ditch along Entorno's southern boundary resides within an easement inside the Entorno project area from approximately 100th Avenue west to the 103rd Avenue alignment. This private ditch is used to irrigate the agricultural uses within the Entorno project site and will likely be removed once development of Entorno occurs.

4.5 Wastewater System

Wastewater service for Entorno will be provided by a combination 15-inch and 18-inch gravity sewer trunk line commencing at the southwest corner of the Project running south in an easement to the existing 18-inch sewer trunk line located at Thomas Road and the 103rd Avenue alignment (Figure 32, Conceptual Water and Wastewater System). The existing 18-inch sewerline is approximately 17-feet deep and the stub-out is located on the west side of the Roosevelt Irrigation District Canal; therefore, the proposed sewer trunk line will need to be installed under the canal. An easement will be required and obtained for the proposed sewer line through the property to the south of the Entorno site, owned by John F. Long Properties.

The site slopes to the southwest, therefore a sewerline easement along the western edge of the property is the preferred alignment for both the Entorno and Long Properties.

The Entorno development team has been coordinating closely with Jim Miller, a representative of John F. Long Properties. Based on conversations with Mr. Miller, the proposed alignment along the John F. Long western property is preferred because a site plan for the John F. Long property has not been completed, therefore it is difficult to know exactly where the future improvements will be. In addition, the property is currently in cultivation and will remain so for the foreseeable future and there is no desire to bisect the fields with sewerline construction and a later easement.

4.6 Potable Water System

Water service to Entorno will be provided from an offsite source at 103rd Avenue and Thomas Road. At this time, it is not anticipated that a waterline will be extended along Indian School Road, therefore the water will need to be sourced from the south. A 16-inch waterline is proposed to convey water from 103rd Avenue and Thomas Road with a 12-inch loop through the Entorno project connecting at Clarendon Avenue and 103rd Avenue Alignment.

The Conceptual Water System **(Figure 32, Conceptual Water and Wastewater System)** enters Entorno from the southeast corner of project site and extends north and west through the site to connect with the Westwood subdivision at the 103rd Avenue alignment and Clarendon Avenue. A connection to the Westwind subdivision waterline will strengthen Entorno's water supply. However, the water line connection will need to be installed under the irrigation canal to maintain clearance.

An additional 12-inch waterline may be constructed along the 100th Avenue alignment from Clarendon Avenue south to Osborn Road and north to Indian School Road. This additional water line at the midsection point could serve as a potential connection for any developments proposed to locate on the John F. Long property to the south. This is consistent with the City of Avondale Water Master Plan which calls for the location of 12-inch water lines located along midsection lines.

The final design of the waterline is dependant on the Entorno final site plan, planned road rights-of-way for eventual location of the waterlines, and the water service model being conducted by the Project development team. Modeling the water system will allow the water pipes to be sized accordingly to the water demands of the Project site and will take into account the existing City of Avondale water system demands and pressures. The Project team will also conduct fire flow tests to determine the City's water flow and pressure capacities.

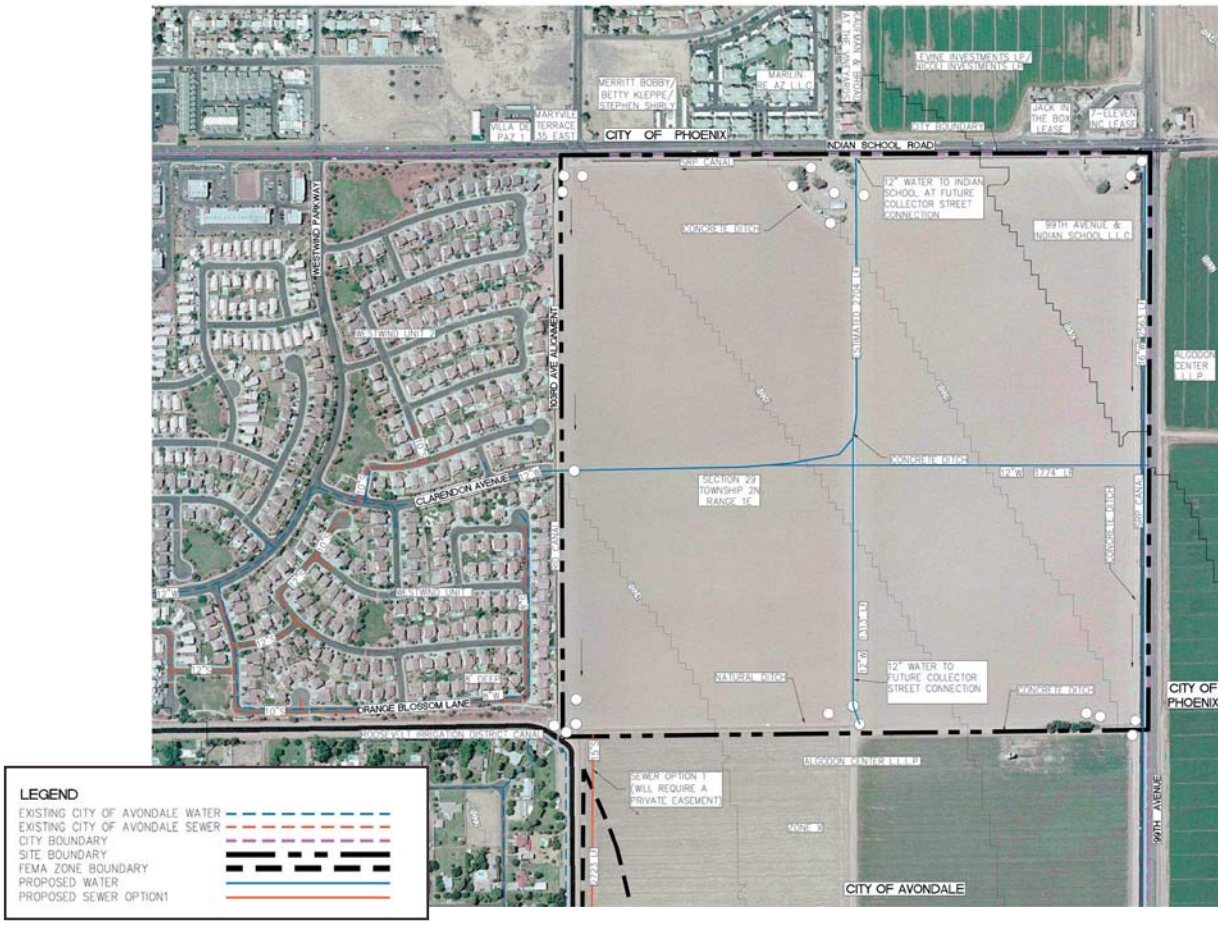


Figure 32 - Conceptual Water and Wastewater System

Figures

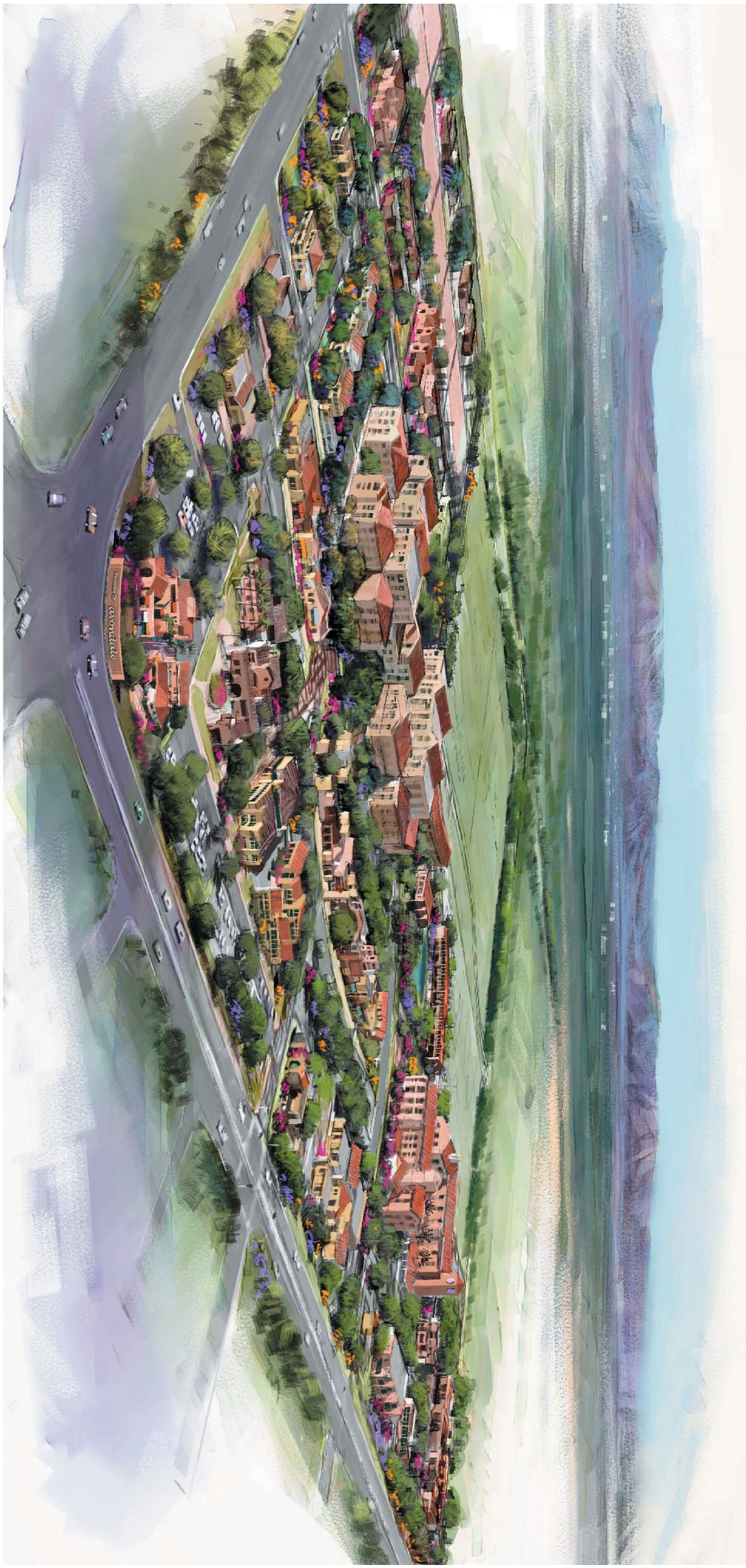


Figure 1- Architectural Vision

Figure 2 - Conceptual Project Layout

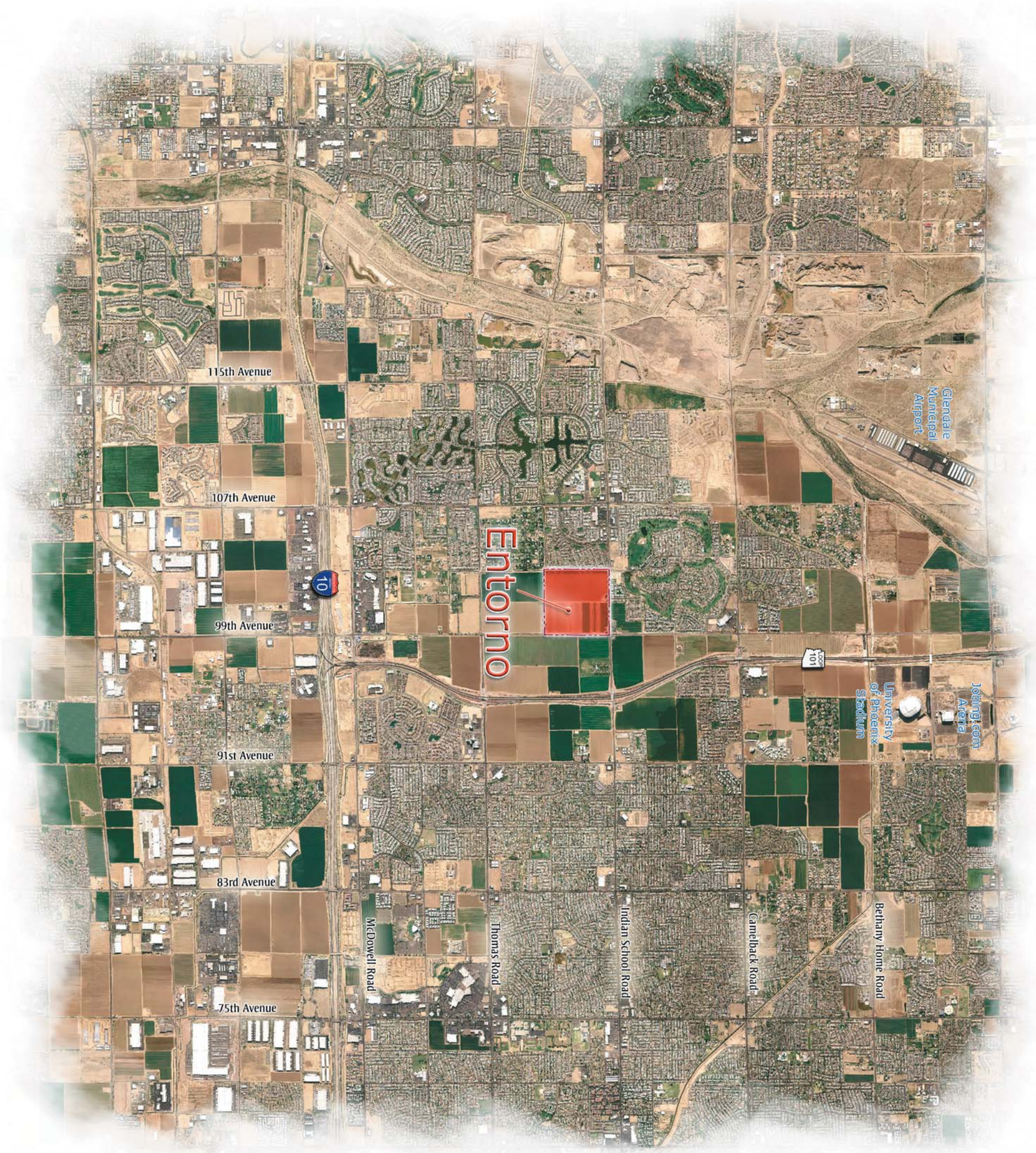


Figure 3 - Regional Vicinity Map

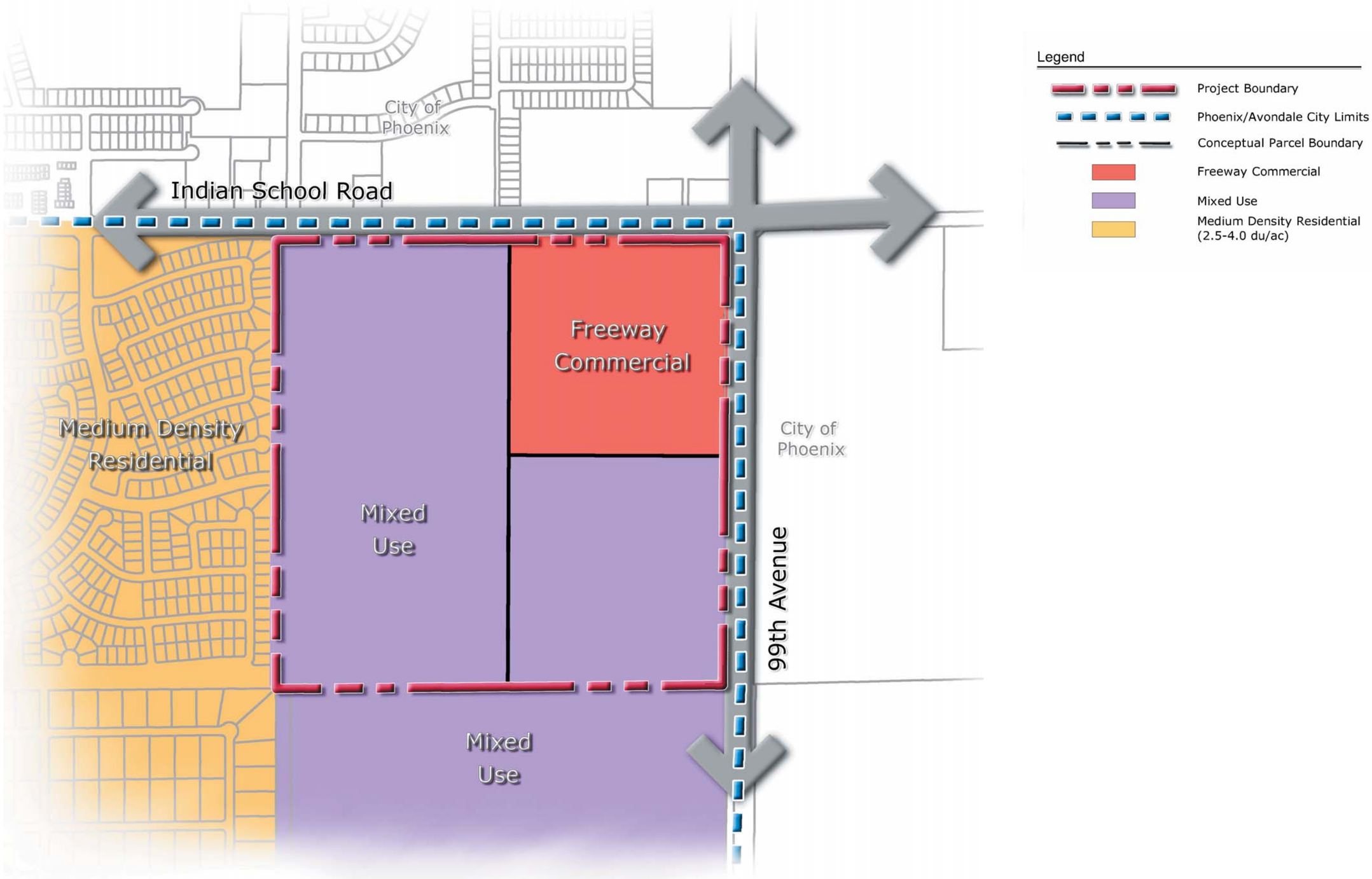


Figure 4 - General Plan Map (Showing Existing Parcels)

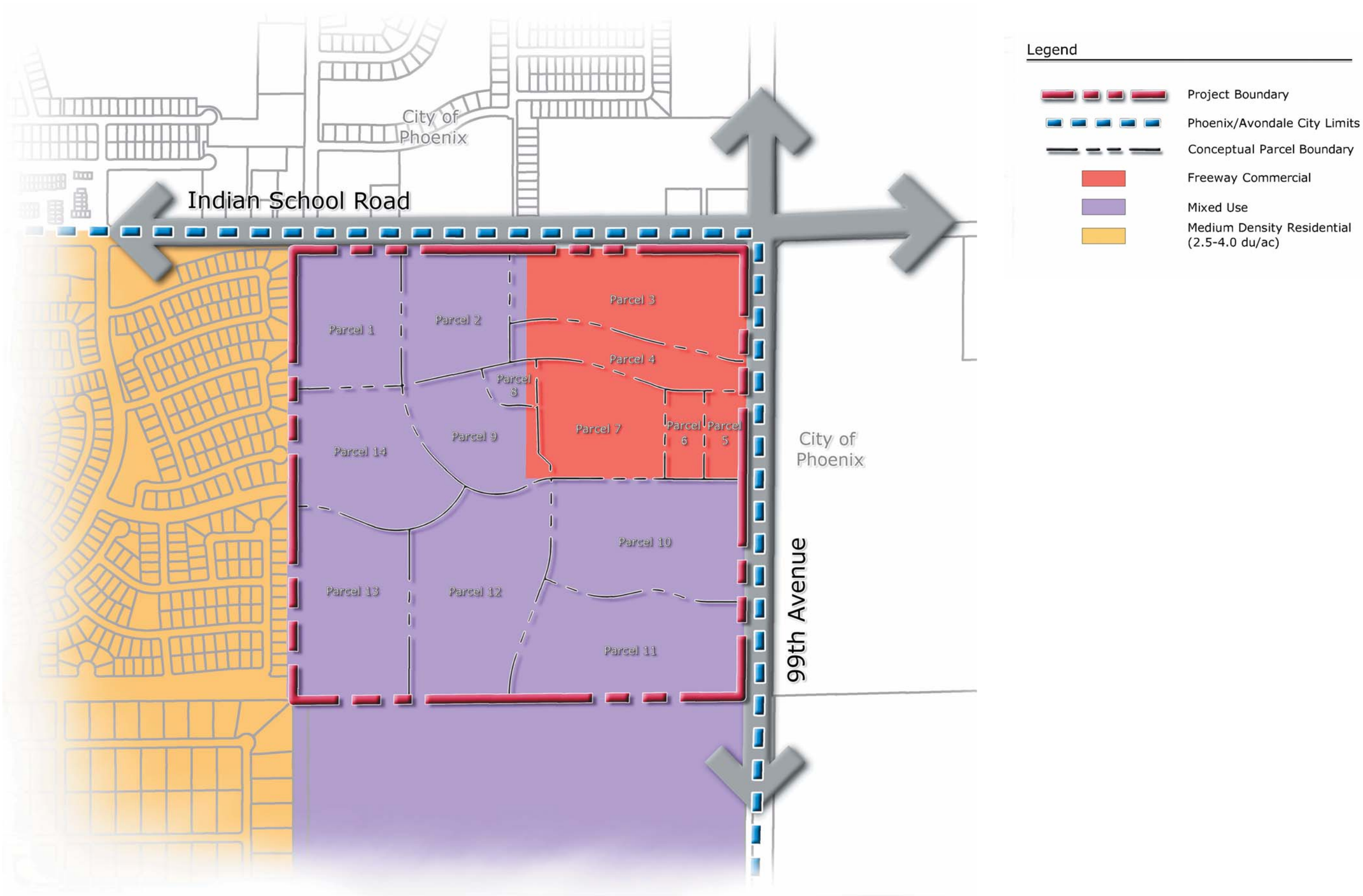
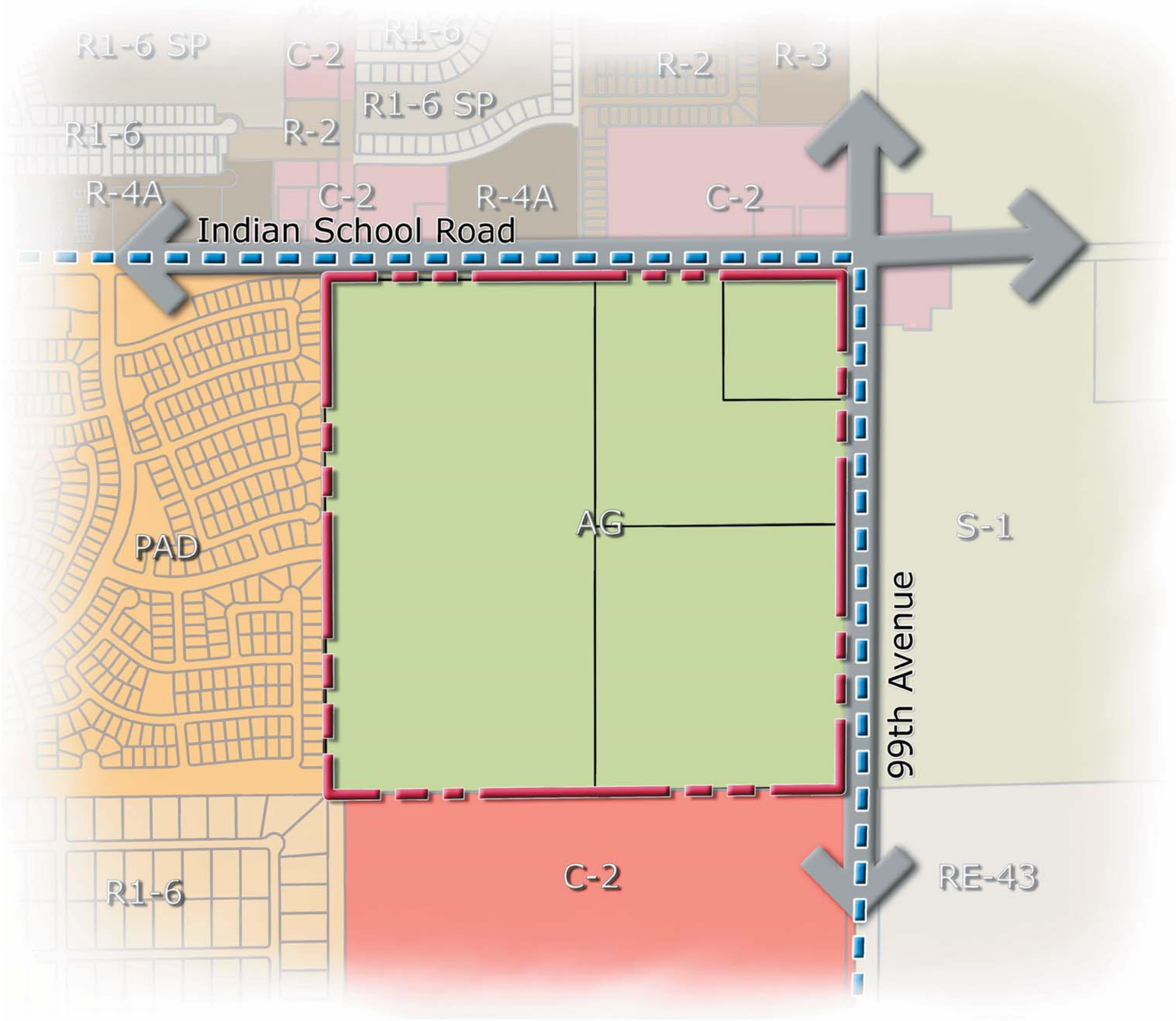


Figure 5 - General Plan Map (Showing Proposed Parcels)



Legend

Project Boundary
Phoenix/Avondale City Limits
Conceptual Parcel Boundary

Avondale Zoning:

AG
C-2
PAD
R1-6

Phoenix Zoning:

S-1
RE-43
R1-6 SP
R-2
R-3
R-4A
C-2

Figure 6 - Existing Zoning

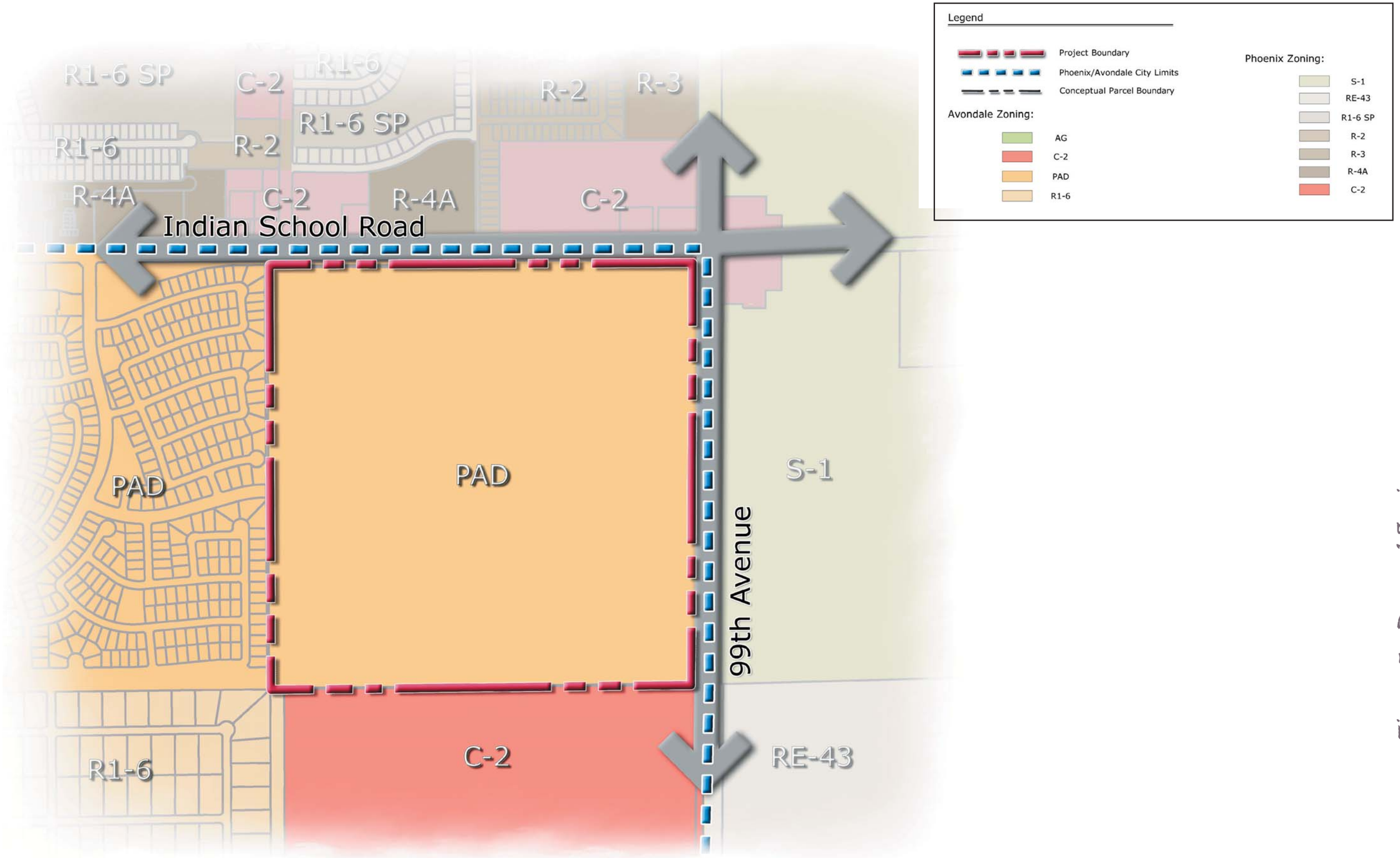


Figure 7 - Proposed Zoning

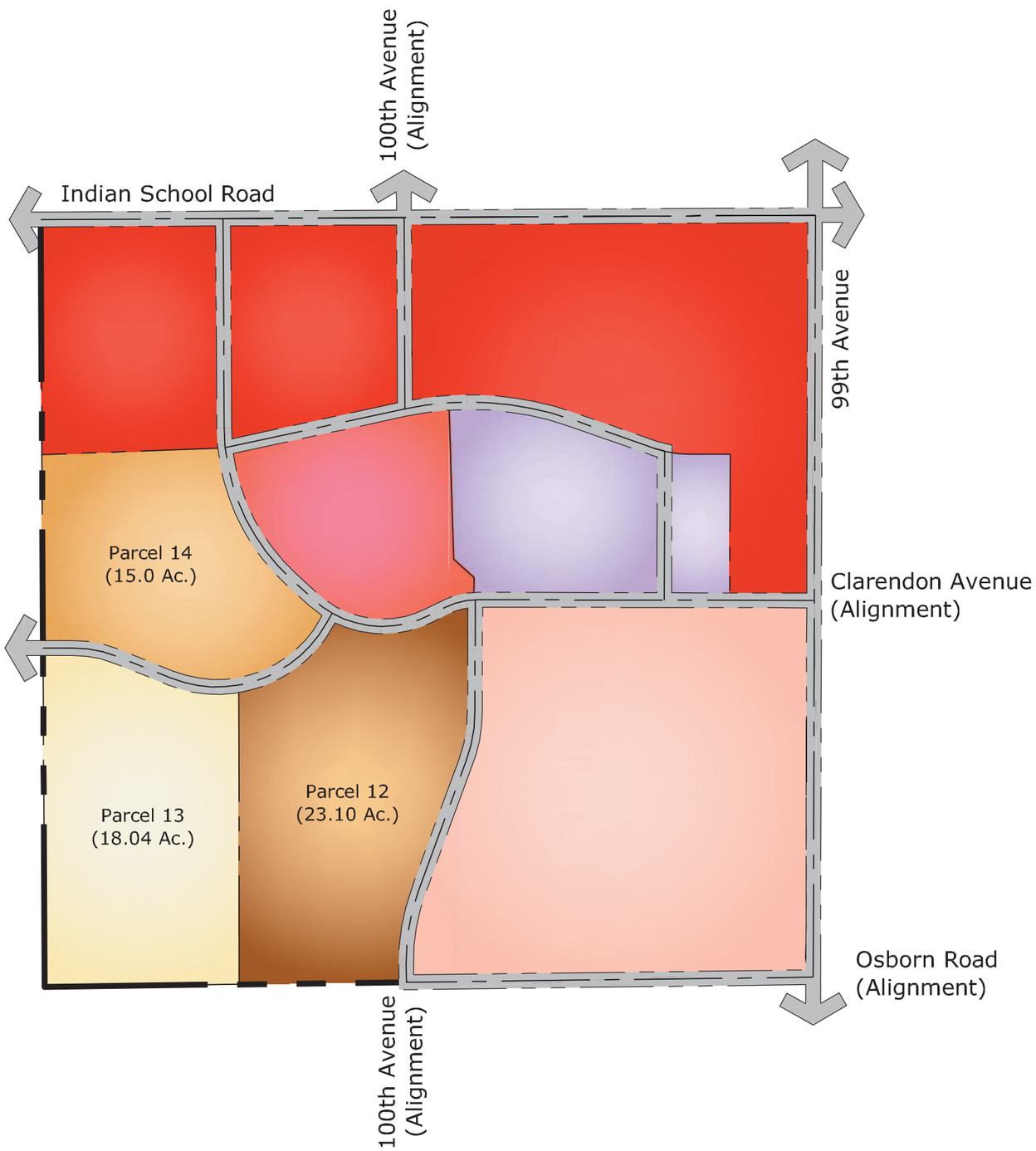


Table 1. Land Use Summary

Land Use Category	Gross Acreage	Net Acreage	Proposed Density(1) (du/ac)	Maximum # of Units(1) (Gross)	Maximum # of Units(1) (Net)
Residential (Parcels 12, 13 and 14)					
Residential I (Parcel 13)	18.04	14.55	4.0 - 7.0	126	-
Residential II (Parcel 14)	15.00	11.08	8.0 - 14.0	210	-
Residential III (Parcel 12)	23.10	15.90	15.0 - 24.0	-	381
Residential Sub-Total	56.14	41.53	-	336	381
Regional Commercial/Office (Parcels 1 - 5)	59.29	45.03	-	-	-
Neighborhood Commercial/Office (Parcels 8 - 9)					
Office/Commerce Park (Parcels 10 - 11)	31.49	30.87	-	-	-
Urban Mixed Use (Parcels 6 - 7)	16.15	10.02	20.0 - 60.0	-	601
Total	**163.07**	**127.45**		**336**	**982**

Note:

1. The ratio of dwelling units per acre. In Residential I and II, the density and maximum number of units shall be based on gross site area of land to be developed, including land dedications at no cost for proposed streets, alleys, or other right-of-ways, but excluding lands dedicated prior to development. In Residential III, density and maximum number of units shall be based on net site area. Net site area is the remaining ground area of the gross site area after deleting all portions for proposed perimeter right-of-ways and alleys.

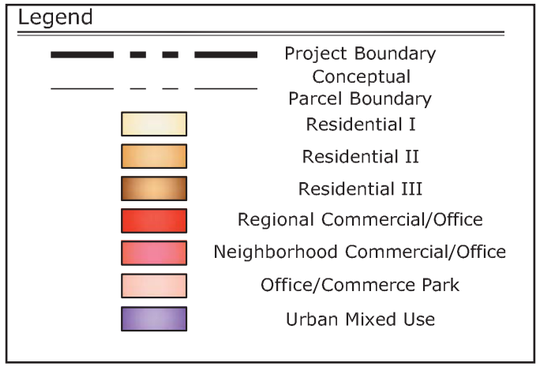


Figure 8 - Land Use Plan

Typcial Neighborhood Park

Potential Amenities Include:

- Pedestrian Connections
- Shaded Tot Lot
- Active and passive turf areas
- Ramada/Barbeque Areas
- Sport Court

Typcial Pocket Park

Potential Amenities Include:

- Pedestrian Connections
- Shaded Tot Lot
- Active and passive turf areas
- Ramada/Barbeque Areas

Village Center

Potential Amenities Include:

- Pedestrian Connections
- Potential Water Feature or Amphitheater
- Outdoor Seating
- Plazas
- Courtyards

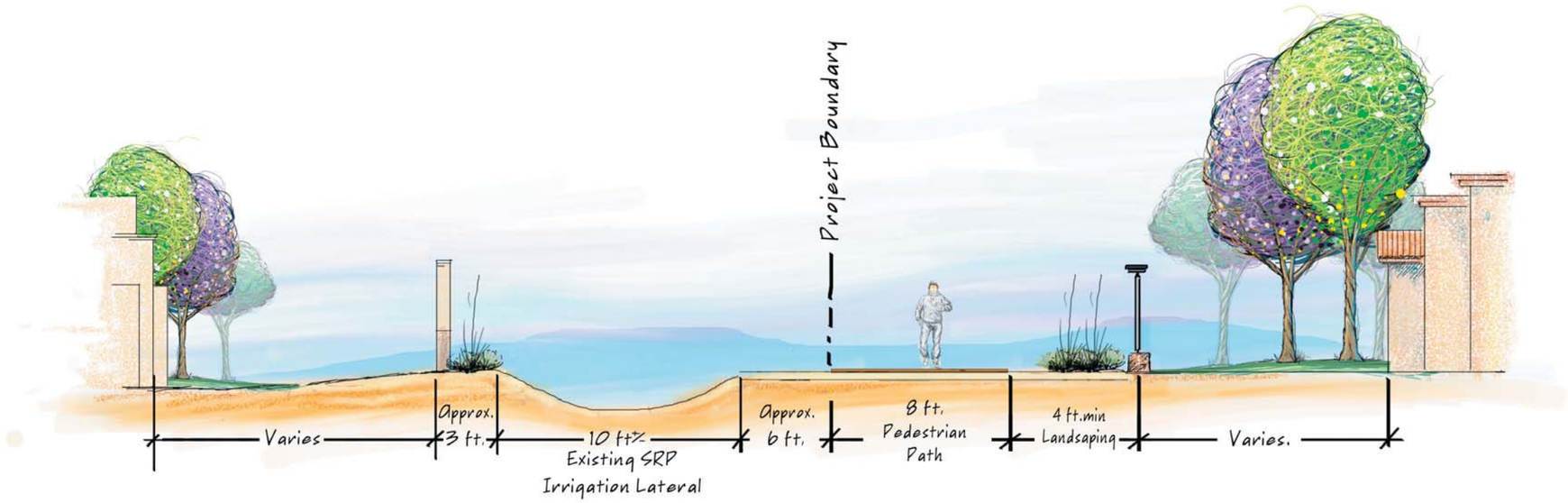
Promenade

Shops on ground floor such as cafes and boutiques

Pedestrian walkways will provide connections between buildings on adjacent parcels.

Pedestrian Connection to RID canal network

Figure 9 - Conceptual Open Space Plan

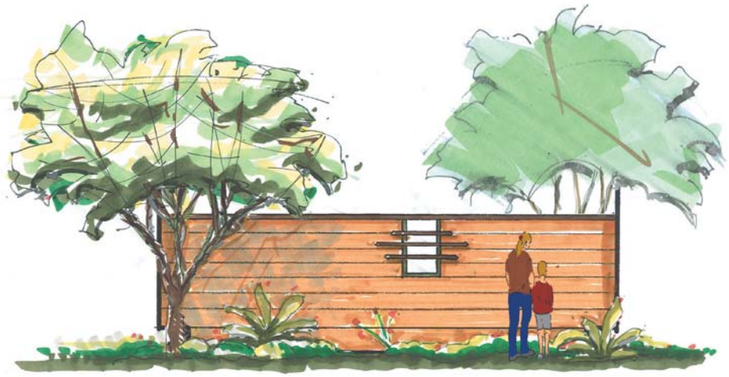


Conceptual Pedestrian Path Cross-Section
(Along Western Boundary)

Note:
-Conceptual rendering is not to scale
- Perspective is viewing North

Conceptual Park Cross-Section
(with Potential Water Feature shown)

Figure 10 - Conceptual Pedestrian Path and Park Cross-sections



Conceptual Wall - Option 1

Conceptual Wall - Option 2

Conceptual Wall - Option3

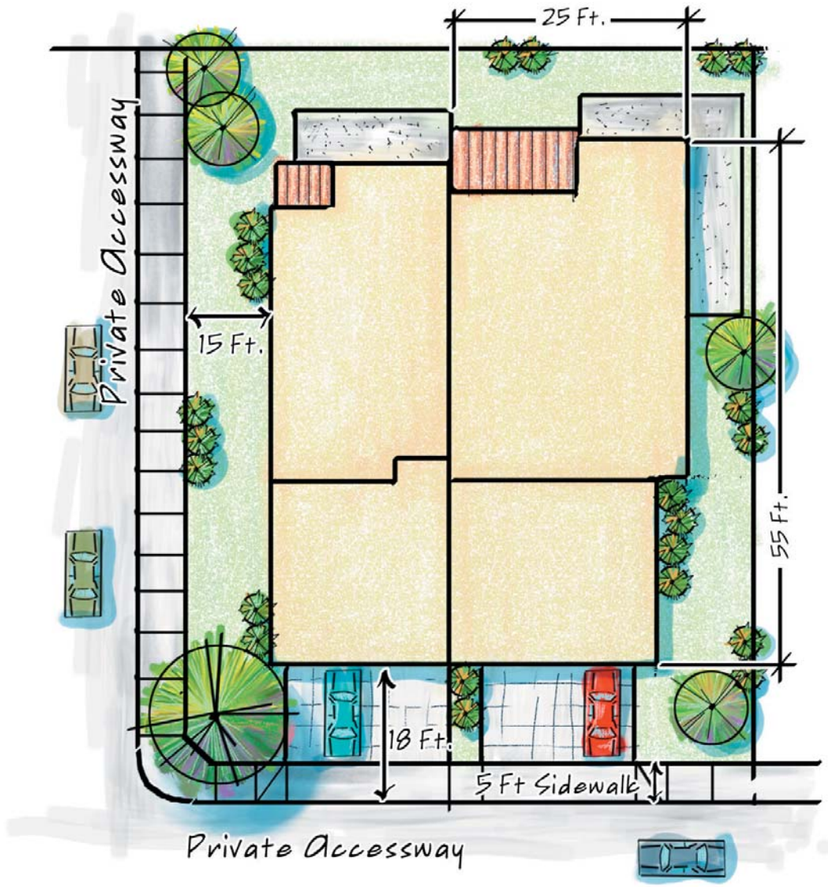
Commercial Entry Monumentation

Residential Entry Monumentation

Figure 11 - Conceptual Walls and Entry Monumentation

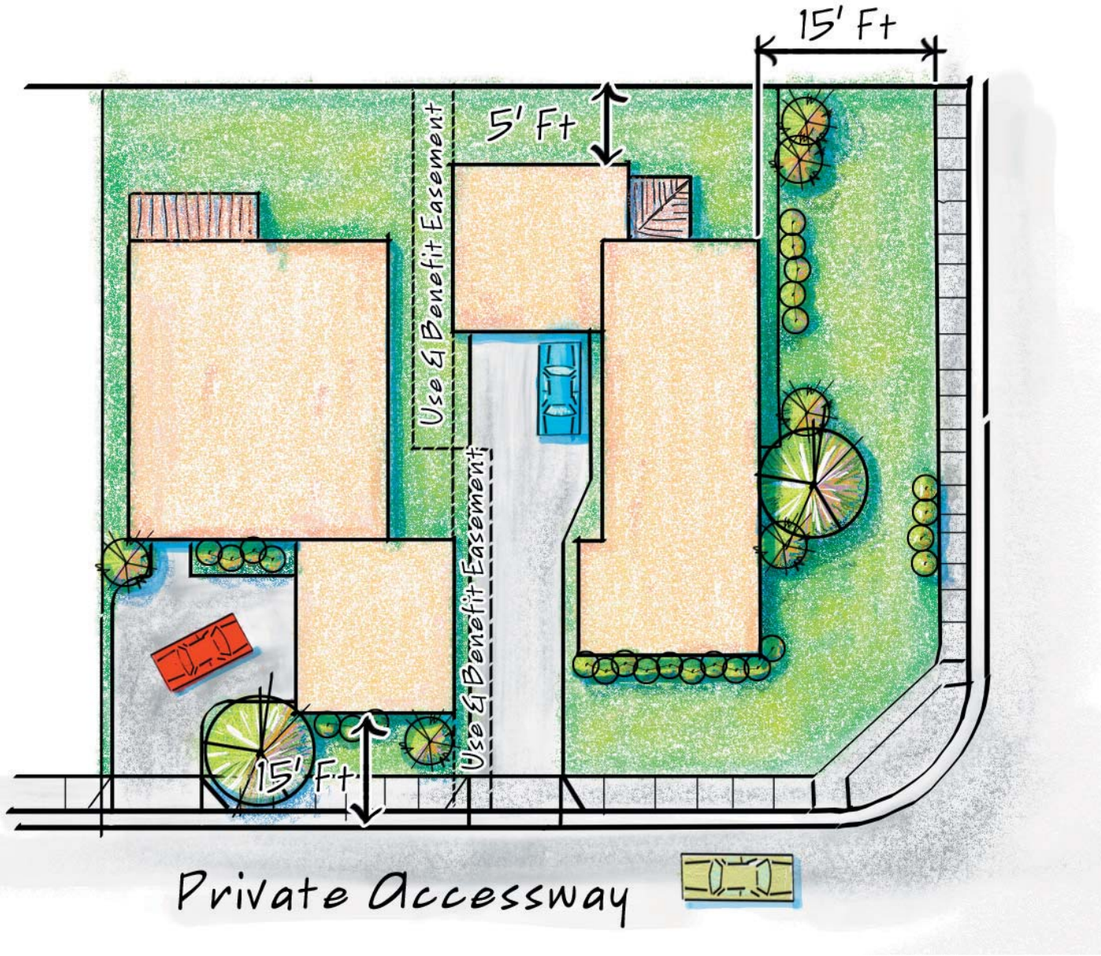
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Single Family - detached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-
Townhomes - single family detached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 12 - Conceptual Single Family & Townhomes (Detached)



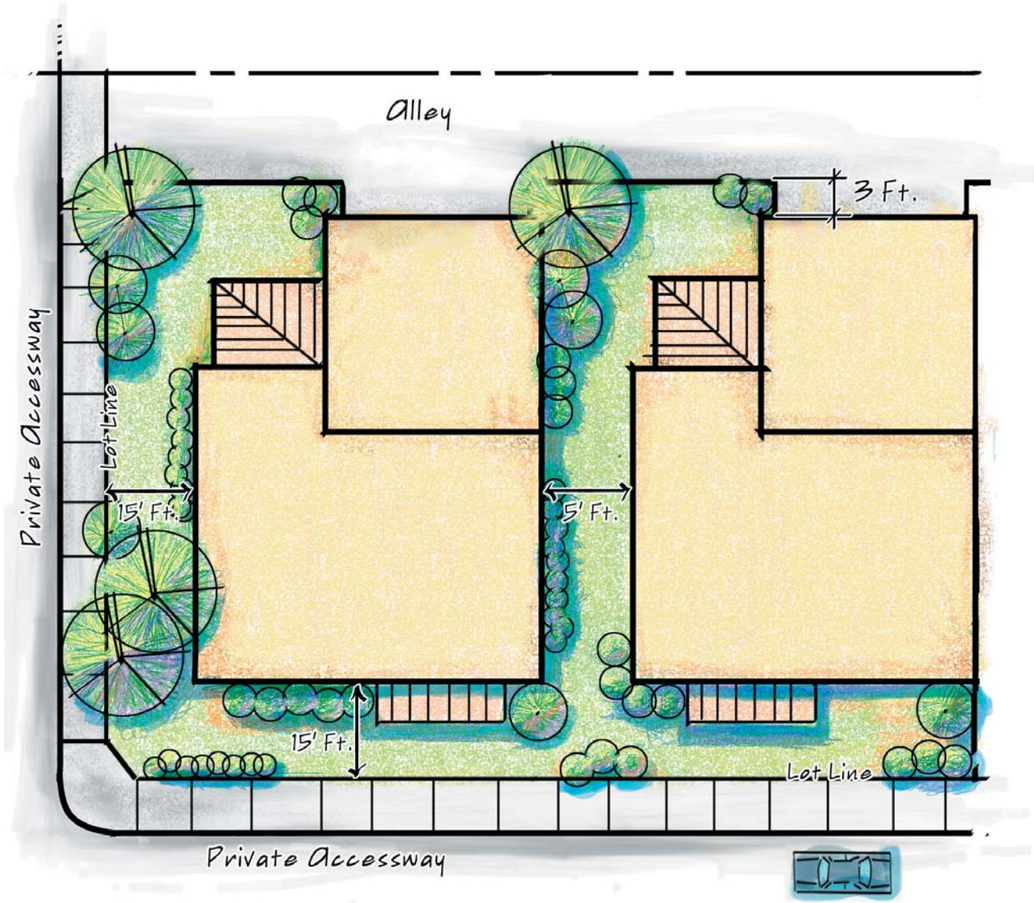
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Single Family – attached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	N/A	N/A	-	-
Side Yard to Private Accessway	15'	15'	-	-
Townhomes – single family attached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	N/A	N/A	-	-
Side Yard to Private Accessway	15'	15'	-	-
Duplex - multifamily attached	-	-	**X**	-
Front, Structure to Private Accessway	-	-	15'	-
Front Facing Garage to Private Accessway	-	-	18'	-
Rear Yard	-	-	3'	-
Side Yard, interior	-	-	N/A	-
Side Yard to Private Accessway	-	-	15'	-

Figure 13 - Conceptual Single Family, Townhomes and Duplex (Attached)



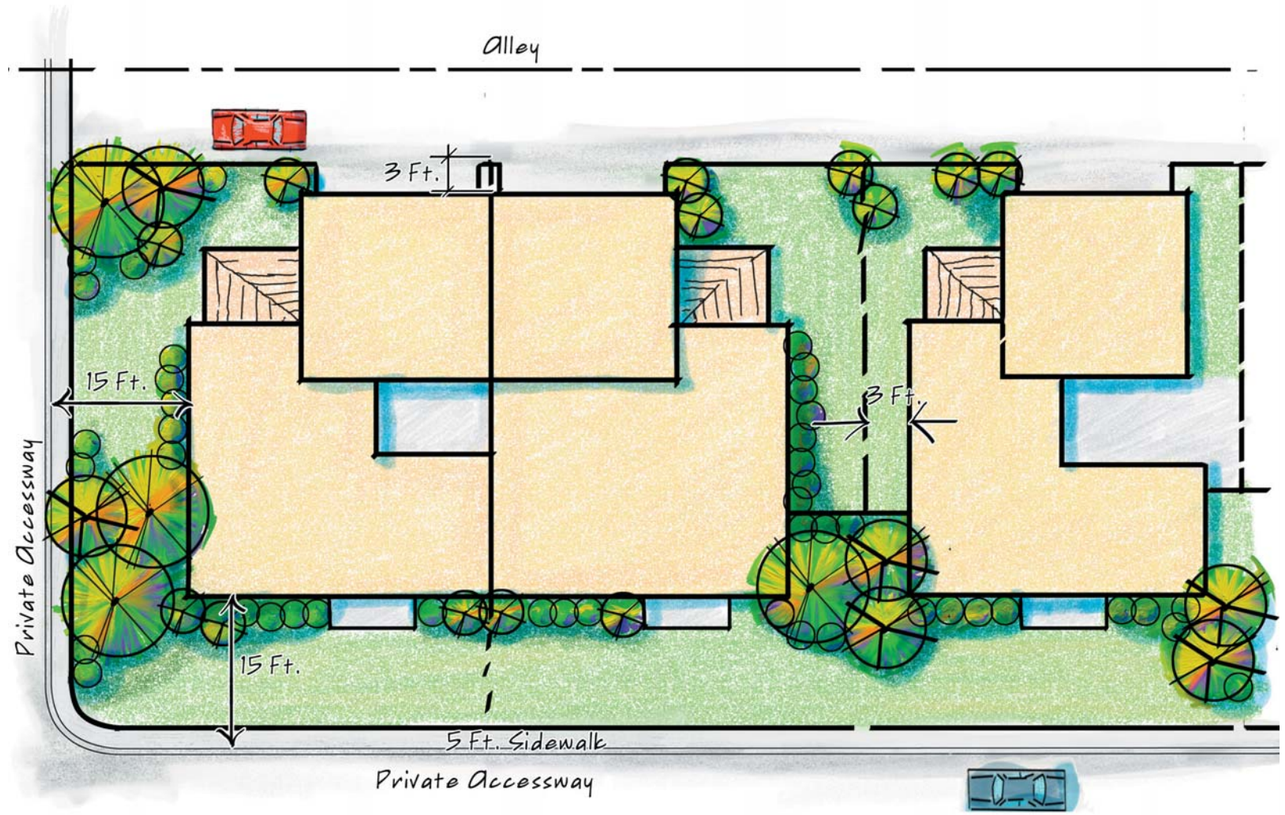
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Z-Lots - single family detached	**X**	**X**	-	-
Front or Side Garage of Structure	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, Interior Use & Benefit Easement	3'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 14 - Conceptual Z-Lot



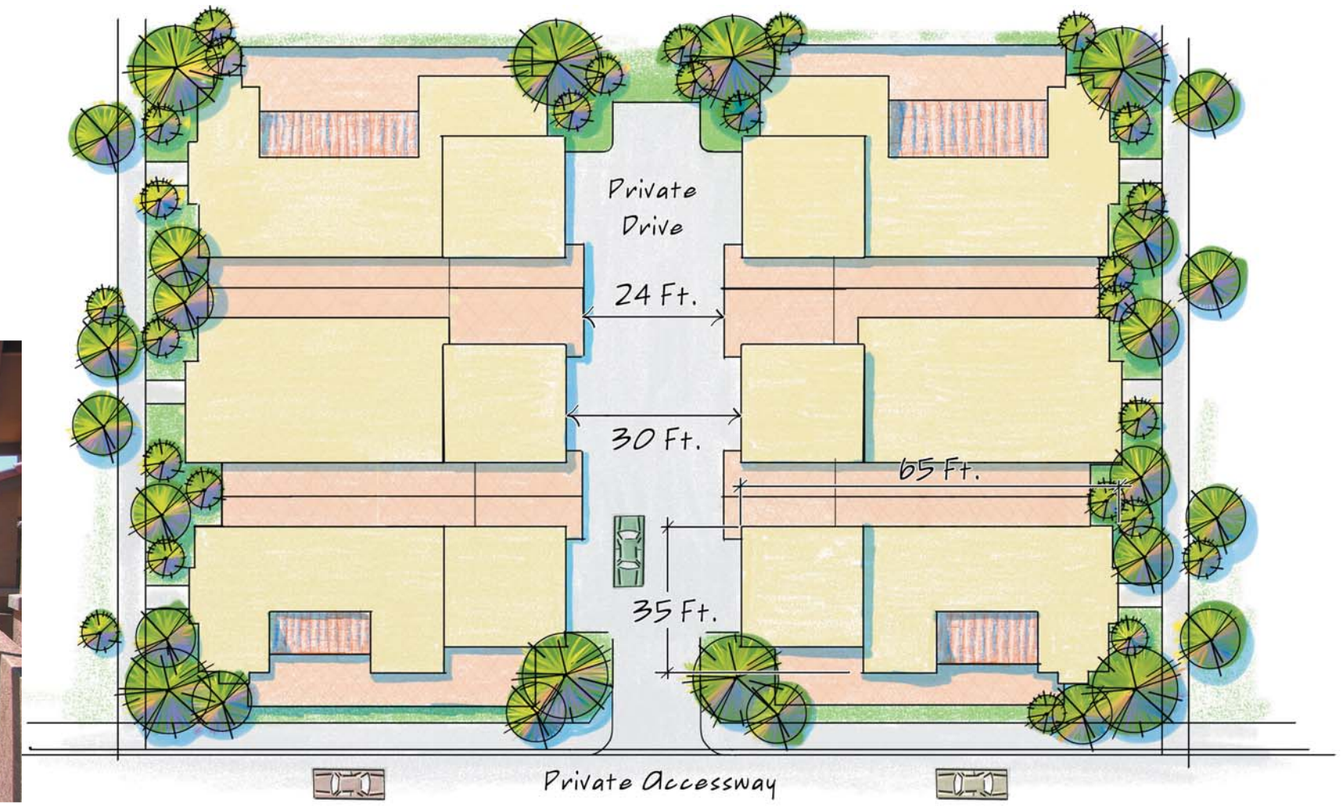
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Zero Lot Line - single family detached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Front Facing Garage to Private Accessway	18'	18'	-	-
Rear Yard	5'	3'	-	-
Side Yard, interior	5', one side	5', one side	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 15 - Conceptual Zero Lot Line (Detached)



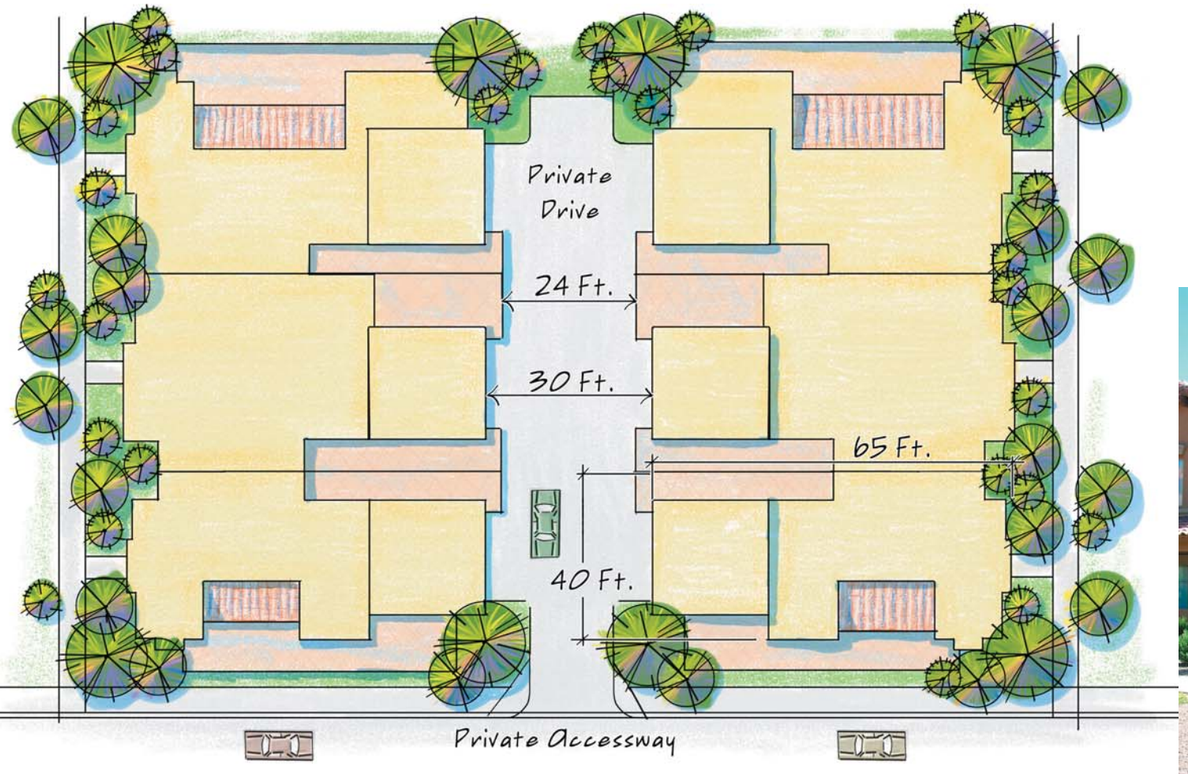
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Alley-loaded - single family detached	-	**X**	-	-
Front, Structure to Private Accessway	-	15'	-	-
Rear Facing Garage on Alley	-	3'	-	-
Face of Garage to opposing Face of Garage	-	30'	-	-
Side Yard, interior	-	N/A	-	-
Side Yard to Private Accessway	-	15'	-	-
Alley-loaded - single family attached	**X**	**X**	-	-
Front, Structure to Private Accessway	15'	15'	-	-
Rear Facing Garage on Alley	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 16 - Conceptual Alley Loaded (Detached and Attached)



Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Auto Court - single family detached	**X**	**X**	-	-
Front, facing Garage in Court	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Rear	5'	3'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 17 - Conceptual Auto Court (Detached)

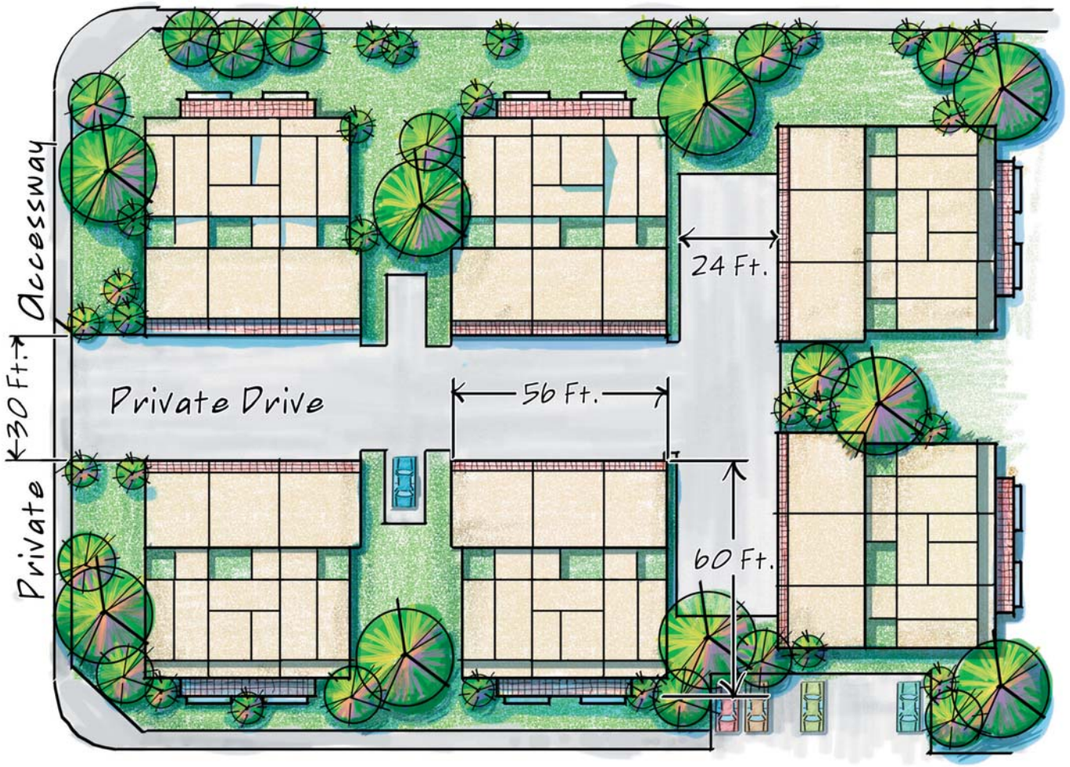


Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Auto Court – single family attached	**X**	**X**	-	-
Front, facing Garage in Court	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Rear	5'	3'	-	-
Side Yard, interior	N/A	N/A	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 18 - Conceptual Auto Court (Attached)

Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Green Court - single family detached	**X**	**X**	-	-
Front, facing Green Court	5'	3'	-	-
Rear, with Garage	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Side Yard, interior	5'	3'	-	-
Side Yard to Private Accessway	15'	15'	-	-
Green Court - single family attached	**X**	**X**	-	-
Front, facing Green Court	5'	3'	-	-
Rear, with Garage	3'	3'	-	-
Face of Garage to opposing Face of Garage	30'	30'	-	-
Side Yard, interior	N/A	N/A	-	-
Side Yard to Private Accessway	15'	15'	-	-

Figure 19 - Conceptual Green Court (Detached & Attached)

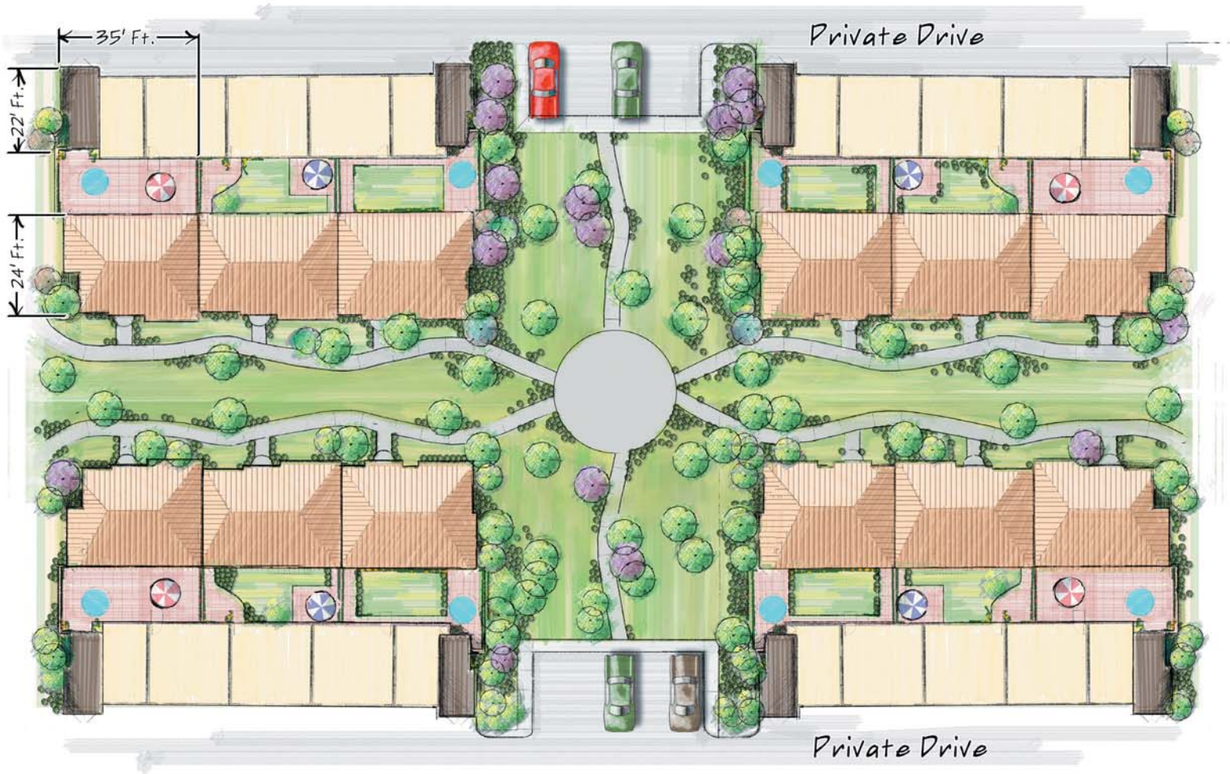


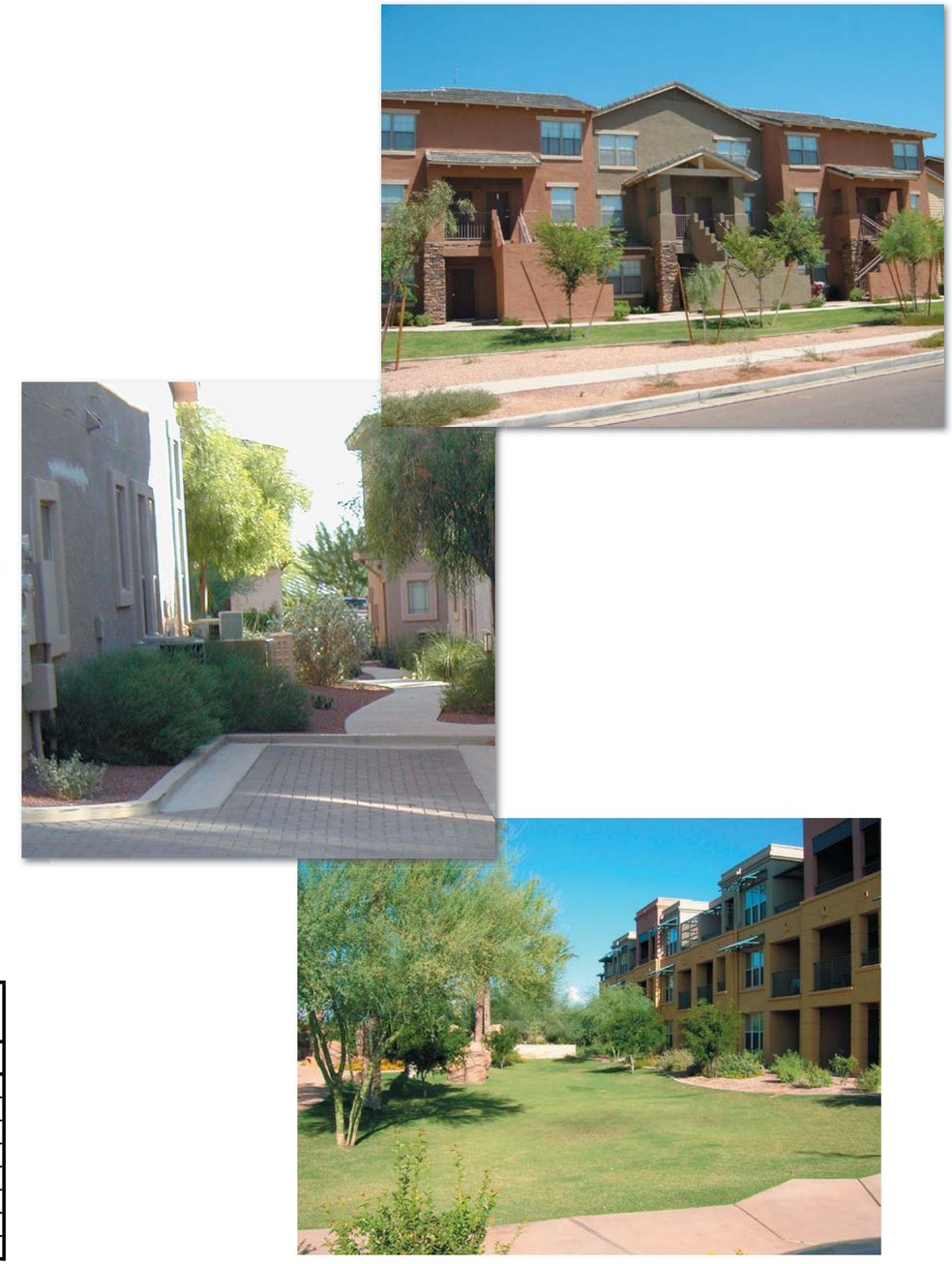
Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Tri-plex – multifamily attached	-	-	**X**	-
Front, Structure to Private Accessway	-	-	15'	-
Front Facing Garage to Private Accessway	-	-	18'	-
Front, facing Open Space	-	-	3'	-
Rear, facing Garage in Court	-	-	3'	-
Face of Garage to opposing Face of Garage	-	-	30'	-
Side Yard, interior	-	-	N/A	-
Side Yard to Private Accessway	-	-	15'	-

Figure 20 - Conceptual Tri-Plex

Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Four-plex – multifamily attached	-	-	**X**	-
Front, Structure to Private Accessway	-	-	15'	-
Front Facing Garage to Private Accessway	-	-	18'	-
Front, facing Open Space	-	-	3'	-
Rear, facing Garage in Court, if applicable	-	-	3'	-
Face of Garage to opposing Face of Garage	-	-	30'	-
Side Yard, interior	-	-	N/A	-
Side Yard to Private Accessway	-	-	15'	-

Figure 21 - Conceptual Four-Plex





Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Five-plex – multifamily attached	-	-	**X**	-
Front, Structure to Private Accessway	-	-	15'	-
Front Facing Garage to Private Accessway	-	-	18'	-
Front, facing Open Space	-	-	3'	-
Rear, facing Garage in Court, if applicable	-	-	3'	-
Face of Garage to opposing Face of Garage	-	-	30'	-
Side Yard, interior	-	-	N/A	-
Side Yard to Private Accessway	-	-	15'	-

Figure 22 - Conceptual Five-Plex

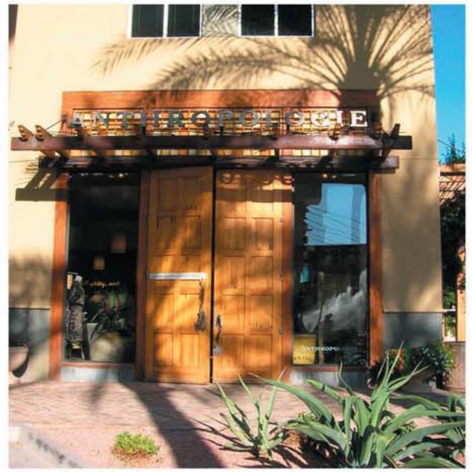


Figure 23 - Conceptual Commercial Architecture

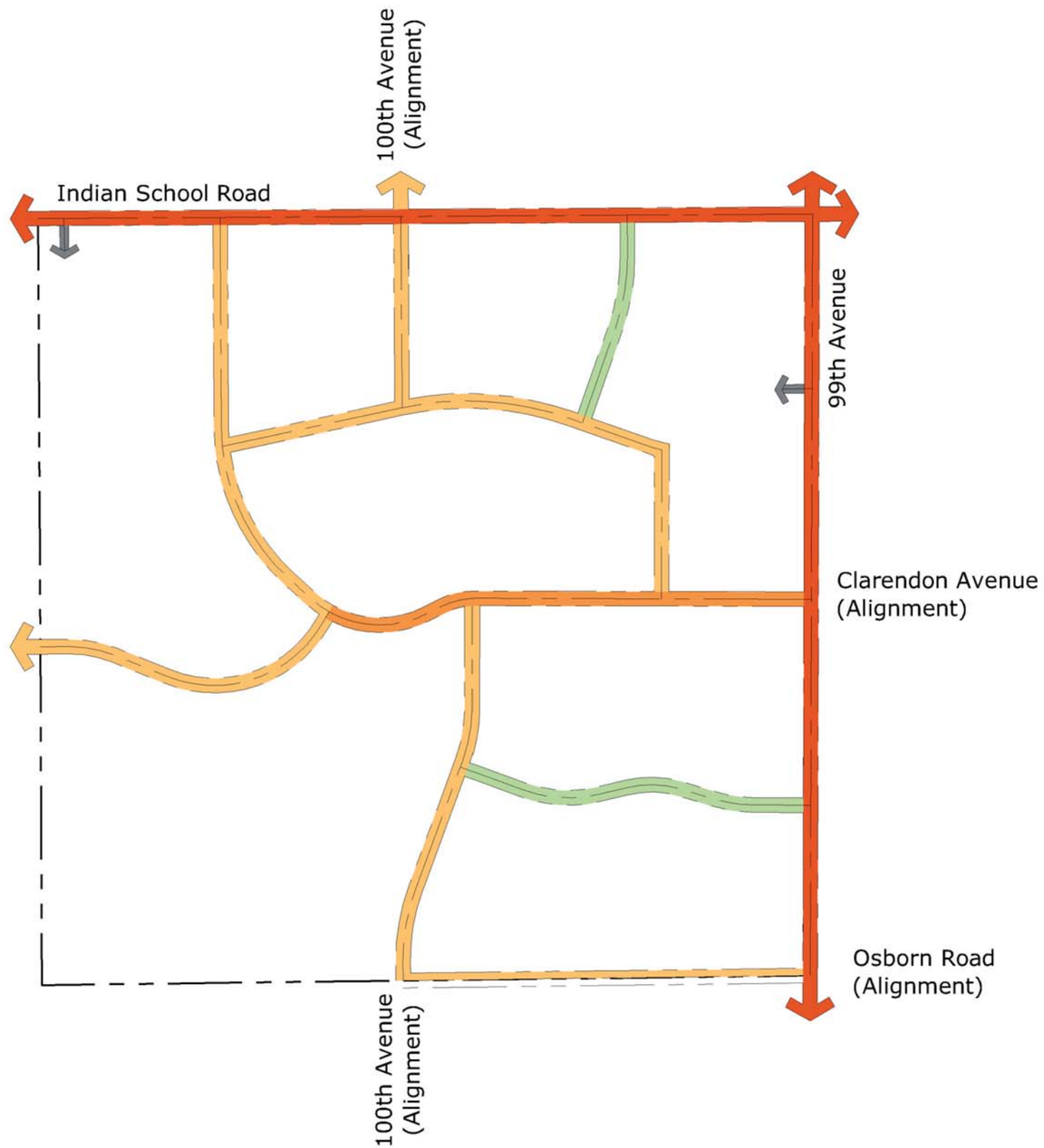
Figure 24 - Conceptual Hotel Architecture

Figure 25 - Conceptual Office / Commerce Park Architecture

Product Type	Land Use Category			
	Residential I	Residential II	Residential III	Urban Mixed Use
Proposed Density Range	**4.0 - 7.0 du/ac**	**8.0 - 14.0 du/ac**	**15.0 - 24.0 du/ac**	**20.0 - 60.0 du/ac**
Condominium - multifamily	**-**	**-**	**X**	**X**
Front, Structure to Private Accessway	-	-	15'	N/A
Front to Parcel Boundary	-	-	N/A	20'
Front Facing Garage to Private Accessway	-	-	18'	N/A
Front, facing Open Space	-	-	3'	N/A
Rear, facing Garage in Court, if applicable	-	-	3'	N/A
Face of Garage to opposing Face of Garage	-	-	30'	N/A
Side Yard, interior	-	-	N/A	None
Side Yard to Private Accessway	-	-	15'	N/A
Side Yard to Street	-	-	N/A	20'
Min. Setback from Residential Use/District	-	-	N/A	10' per story*
Apartments - multifamily	**-**	**-**	**X**	**X**
Front, Structure to Private Accessway	-	-	15'	N/A
Front to Parcel Boundary	-	-	N/A	20'
Front Facing Garage to Private Accessway	-	-	18'	N/A
Front, facing Open Space	-	-	3'	N/A
Rear, facing Garage in Court, if applicable	-	-	3'	N/A
Face of Garage to opposing Face of Garage	-	-	30'	N/A
Side Yard, interior	-	-	N/A	None
Side Yard to Private Accessway	-	-	15'	N/A
Side Yard to Street	-	-	N/A	20'
Min. Setback from Residential Use/District	-	-	N/A	10' per story*
Urban Lofts - multifamily	**-**	**-**	**-**	**X**
Front to Parcel Boundary	-	-	-	20'
Side Yard, interior	-	-	-	None
Side Yard to Street	-	-	-	20'
Min. Setback from Residential Use/District	-	-	-	10' per story*

* - Setback Does Not Apply to Adjacent Mixed Use District

Figure 26 - Conceptual Apartments, Condos, and Urban Lofts



Legend

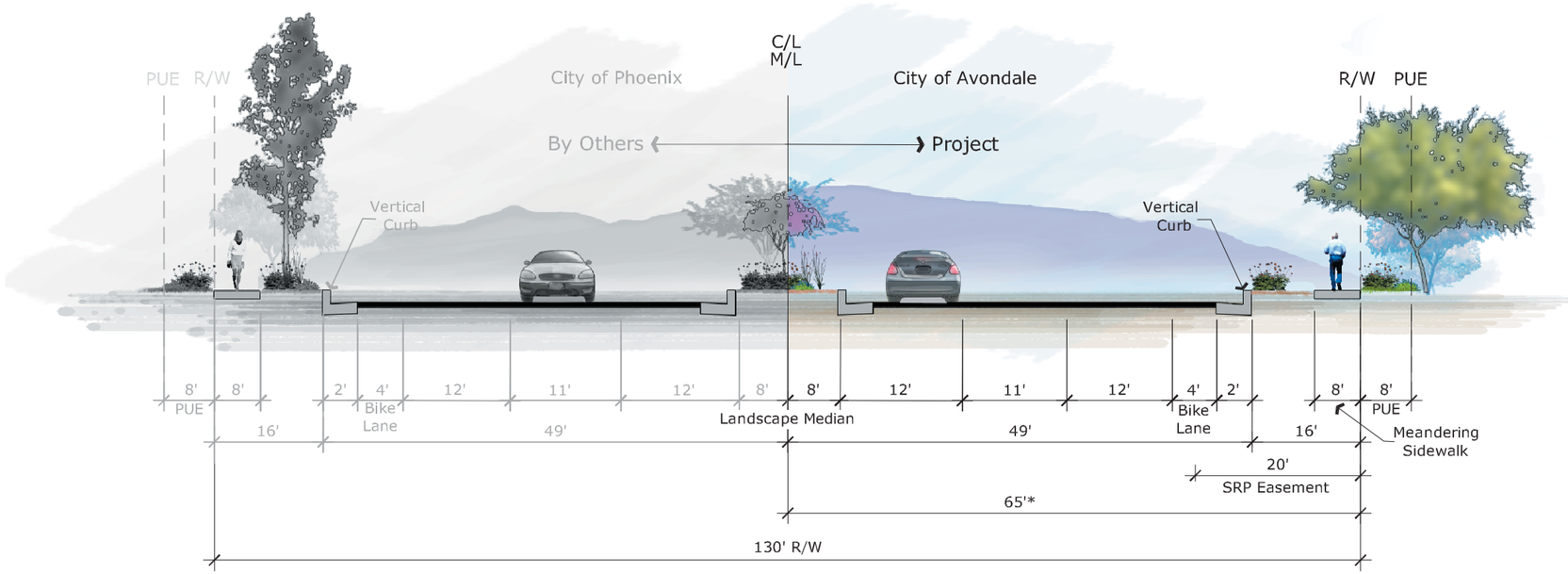
- Project Boundary
- Road Centerline
- Arterial
- Major Collector
- Minor Collector
- Local
- Driveway Access

Notes

1. Indian School Road and 99th Avenue are classified and shown herein as arterial streets per the City of Avondale's Transporation Plan dated October 2006. Annexation into the City is presumed; however 99th Avenue and Indian School Road are within Maricopa County. Refer to section 4.1 of the Entorno PAD dated July 2007 for more information.

2. This Exhibit is conceptual and subject to change through the design and development process.

Figure 27 - Master Circulation Plan



6-Lane Arterial Cross-section and Conceptual Streetscape

99th Avenue - Half Street (Looking South)

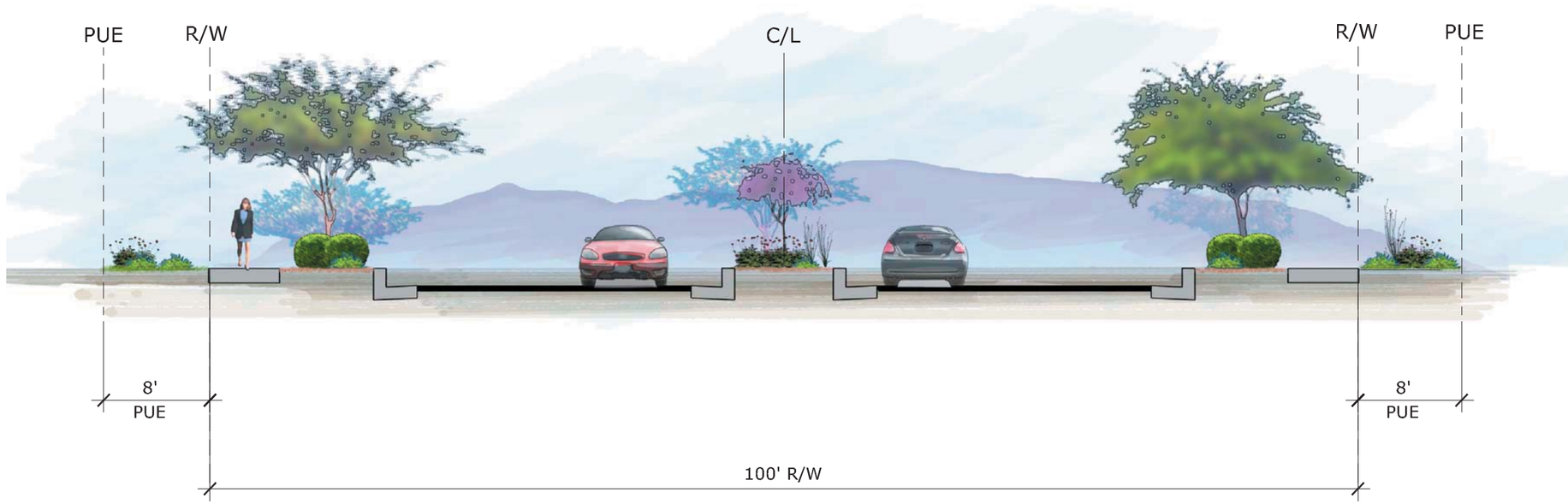
Indian School - Half Street (Looking East)

* 65' Presuming the City of Avondale annexes R/W
70' if the City of Avondale annexation does not occur.

Notes

1. Street Cross-Sections are per the City of Avondale Transportation Plan, October 2006, Table 4-20 street sections.
2. Indian School Road will taper from a 65' Half R/W to 80' Half R/W at the intersection with 99th Avenue using a 50:1 transition design speed.
3. 99th Avenue will taper from a 65' Half R/W to 80' Half R/W at the intersection with Indian School Road using a 50:1 transition design speed.
4. At 99th Avenue and Indian School Road a 20' SRP Easement will be utilized for undergrounding of Irrigation Laterals.
5. Proposed pavement for Indian School Road will taper to match existing pavement at the Northwest corner of Entorno.
6. SRP Easements shall transition along with the R/W and/or pavement transition.

Figure 28 - 6-Lane Arterial Cross-section and Conceptual Streetscape

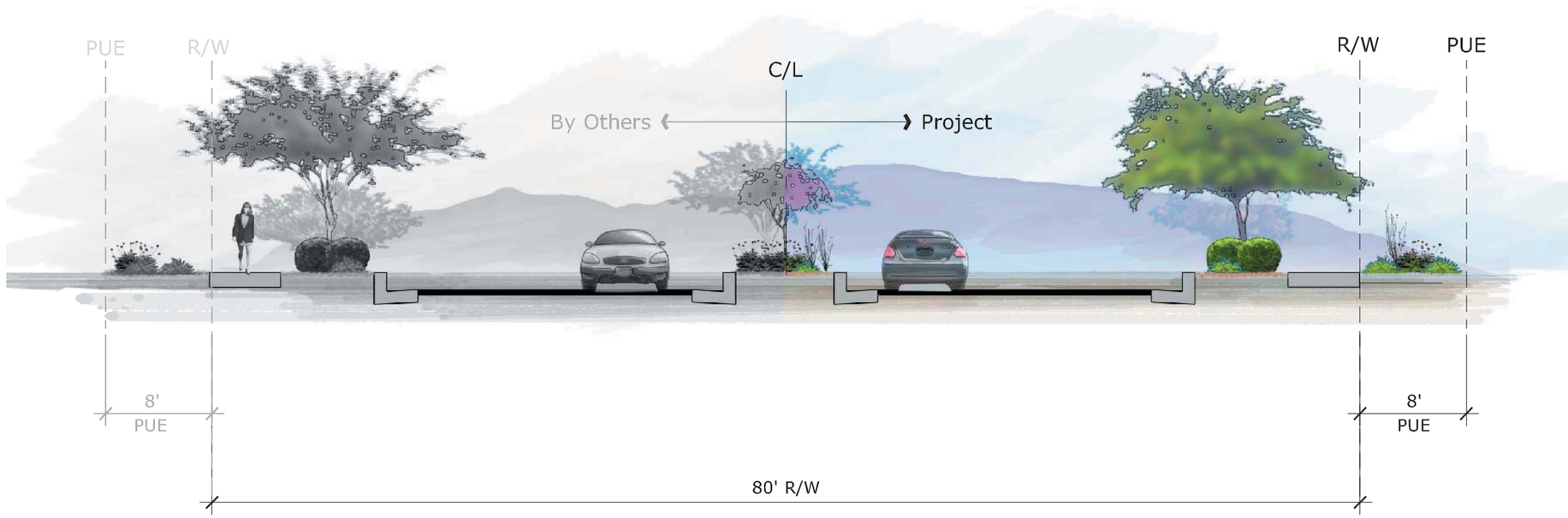


Major Collector Cross-section and Conceptual Streetscape

Clarendon Avenue Alignment

Notes

1. Travel lane, bike lane, median and sidewalk widths to be determined at time of site plan review.



Minor Collector Cross-section and Conceptual Streetscape

Osborn Road - Half Street

Figure 29 - Major/Minor Collector Cross-section and Conceptual Streetscape

ORDINANCE NO. 1269-1007

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 160 ACRES LOCATED AT THE SOUTHWEST CORNER OF INDIAN SCHOOL ROAD AND 99TH AVENUE AS SHOWN IN FILENAME Z-06-13, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") for approximately 160 acres of real property at the southwest corner of Indian School and 99th Avenue from Agricultural (AG) to Planned Area Development (PAD) pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment to be 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, August 16, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04 and unanimously recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on October 1, 2007.

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

SECTION 1. That ± 160 acres of certain real property generally located at the southwest corner of Indian School and 99th Avenue as shown in filename Z-06-13 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD) subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative dated August 2, 2007, except as modified by these stipulations.

2. The North Avondale Specific Plan must be amended to allow the height increase as proposed for this project.

3. The Master Circulation Plan shall be revised to include a connection to the existing traffic signal at 103rd Avenue and Indian School Road.

4. Full traffic impact analysis reports shall be required at master site plan. Additional comments will be forthcoming based on review and results of traffic study.

5. Cost contribution for traffic signals shall be required as follows: 50% for Indian School & 100th Avenue, 50% for Clarendon Avenue & 99th Avenue, and 25% for potential future signal at 99th Avenue & Osborn and all improvement costs for modifying the existing traffic signal and driveway at Indian School & 103rd Avenue. Additional contribution toward any other traffic signals as identified in the results of future traffic studies may be required.

6. Medians shall be required on Indian School and 99th Avenue and channelized access at non-signaled intersections shall be required based on results of the traffic impact analysis at master site plan. The intersection of Indian School Road and the proposed minor collector will have restricted access.

7. 100th Avenue south of Indian School Road will be required to be widened to support turn lanes and other intersection needs at the signalized intersection.

8. Traffic calming features will be required at master site plan to discourage cut-through traffic and excessive speeds on collectors.

9. Pedestrian-friendly design elements shall be required with the proposed collector roadway.

10. Bus pull-out bays and concrete bus pads per City of Phoenix Standard details including additional right-of-way for bus pull-out bays and pads will be required at master site plan.

11. Additional right-of-way shall be required as needed for deceleration lanes, turn lanes, and transit stops, to include intersections.

12. A comprehensive sign package shall be submitted at time of master site plan submittal for review and approval by Planning staff.

13. All water rights on the property shall be conveyed to the City of Avondale, excluding any water rights for the potential water feature, prior to recordation of the final plat.

14. Public Art shall be incorporated at the southwest corner of 99th Avenue and Indian School Road.

15. Office/Commerce Park District, Permitted Uses 'K & L' shall be amended as follows:

K. 'Retail sales of new merchandise provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use' and L. 'Warehousing and/or inventory provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use.'

16. The following use shall be prohibited in all districts: Indoor and outdoor shooting ranges, fairgrounds, amusement parks, commercial racetrack, rodeo grounds, and ambulance service facility.

SECTION 2. 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, October 1, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A

Parcel No. 1:

The East half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

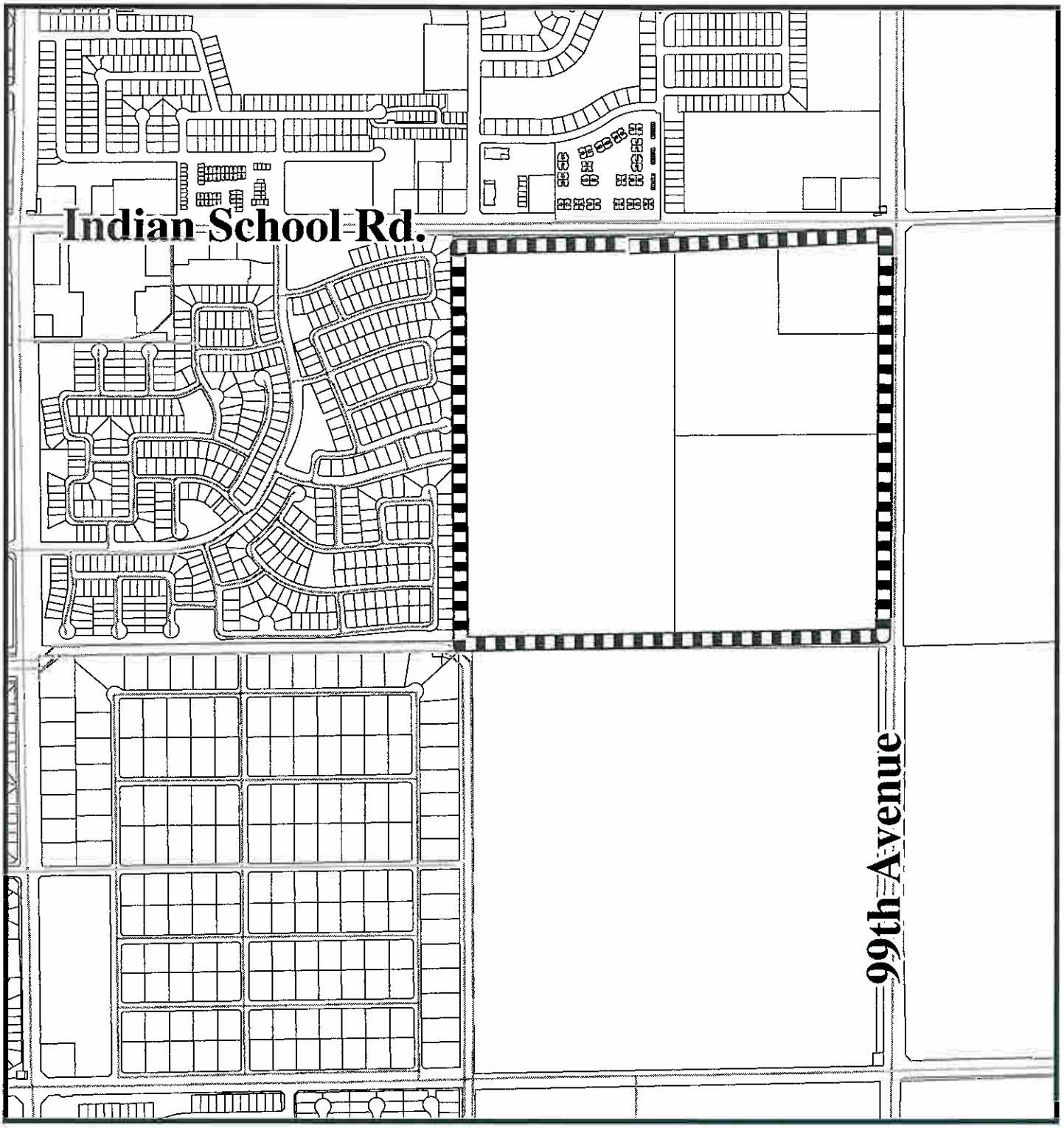
EXCEPT the Northeast quarter of the Northeast quarter of the Northeast quarter.

Parcel No. 2:

The West half of the Northeast quarter of Section 29, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Entorno

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

N

City Council Regular Meeting – Excerpt of Meeting Minutes
October 1, 2007

PUBLIC HEARING AND ORDINANCE 1269-1007 – PAD REZONE – ENTORNO – Z-06-13

Brian Berndt, Development Services Director, stated this request was for a rezoning on property located at the southwest corner of Indian School Road and 99th Avenue, to be rezoned from AG to PAD. He showed the Council an aerial slide view and described the surrounding properties. From a Land Use map, he described the designation for the property as Mixed Use and Freeway Commercial, and pointed out the new activity and existing activity along the 101 Corridor and 99th Avenue. Mr. Berndt pointed out the different land uses of properties in the area and stated the applicant proposed to go to an eight story building in the urban core, which currently the Avondale Specific Area Plan does not allow. He stated that Staff is working to modify that designation and will bring the matter to Council before the end of the year. He then described the dwelling units per acre on the property as 8-14 du/ac, 4-7 du/ac, and 15-24 du/ac, and showed examples of what the units will look like to the Council, pointing out that they would provide the variations that the City has been looking for with these types of Mixed Use developments, and stated Staff is very encouraged by that. Mr. Berndt then showed the Council a slide demonstrating how the commercial property and parks would be laid out. He pointed out that along the western edge of the property is the Roosevelt Irrigation District Canal, which provides an additional 30 foot setback. He stated there is a stipulation that the residential heights be limited to one story along the western boundaries of the property.

Mr. Berndt relayed that the proposal meets the findings of the General Plan and the North Avondale Specific Plan. He stated the Planning Commission recommended approval subject to 16 stipulations.

Mayor Lopez Rogers opened the public hearing. She invited questions and comments from the Council.

Council Member Buster stated he took particular interest in this item because he lives right next to the property and that it appears to be an excellent project; however, he has several questions because of the surrounding land uses and the implications for development in the future in other parts of Avondale. He inquired how high would an eight story building be. Mr. Berndt replied it would probably be 100-120 feet tall. Council Member Buster asked if that would be the tallest building in the city, which Mr. Berndt affirmed. Council Member Buster asked how far the building would be from the western edge of the Westwind subdivision. Mr. Berndt estimated that the building would be 1,400 linear feet from Westwind. Council Member Buster stated that currently no neighbors have

questioned this development and asked for confirmation that no one had sent correspondence in objection to the development. Mr. Berndt stated that was his understanding. Council Member Buster responded that could be the case because it is a great project or because people are not organized in the community. He asked how an eight story building would appear from backyards that are a quarter mile away in distance. Mr. Berndt responded that the urban core being in the center of the site has buffers surrounding it, and the Neighborhood Commercial acts as a transition, which will create some stepping down. He stated that everything in the development acted as a transition to Westwind and to the Glenarm Farms project. Council Member Buster asked for examples of eight story structures in the City. He stated it was curious to him that the Planning Commission reviewed this project and voted to recommend approval by a vote of 7-0, as it seems to him that every time someone wants to go over four stories, people get nervous. He asked if the City would be looking at larger structures elsewhere in the City at some point in time. Mr. Berndt stated the Summit project along the freeway has a hotel approved at eight stories, which had come in with a 16 story proposal, and then through discussions and Council direction, the applicant had settled for an eight story project. He stated in discussions with each Council Member he knew they wanted to look at height as a potential. He pointed out that Staff still has the Master Site Plan to work on and that would be part of the discussion. Council Member Buster stated then this was not the Council's only opportunity to review this issue, which Mr. Berndt confirmed.

Council Member Buster asked what kind of commercial view was envisioned along the northwest edge of the property along Indian School Road because that is where a lot of residential properties are located, including his home. Mr. Berndt stated in looking at the proposal he was not exactly sure what the type of uses were, but he would assume it would probably have similar types of support services, and regarding how much of the regional commercial there would be, it would probably transition to a lower intensive type commercial use going towards the residential. He gave examples of such uses as a dry cleaner and other businesses one would frequent on a daily basis. Council Member Buster asked would it be a lower intensity retail function or more of insurance and medical offices. Mr. Berndt responded this was direction they would like from Council, if they would like to see something less intense, something that would provide the neighborhood vital services rather than the regional type of service. He stated the applicant was present for questions. He continued, asking if the residential over the commercial in the eight story building would be condos, apartments or both. Mr. Berndt replied he was not exactly sure how the ownership would work, but that could be a recommendation of the Council. He informed the Council that Staff has been directing people to look at owner-occupied if at all possible, but he was not sure if that was something legally enforceable.

Council Member Buster stated traffic along Indian School Road was already pretty heavy and asked how the project was expected to impact the traffic along Indian School Road. Mr. Berndt pointed out for Council where the signal would

be, the internal circulation, and access to the site. He stated that he thinks the impact on traffic on Indian School Road will be controlled to some degree. Council Member Buster asked what the plans for the adjacent properties were and would it be a similar development. Mr. Berndt stated he did not know.

Mayor Lopez Rogers invited further questions for Mr. Berndt.

Council Member Weise stated that this appeared to be a great project that fits the area and he understands Council Member Buster's concern about the transition from the eight story building. He stated he would like to see an even higher building height, as he looks at the buildings along the 101 and thinks that is just the tip of what will eventually be built in that area. Council Member Weise stated in reading the Planning and Zoning Commission notes, there was some concern about the schools and asked if Staff was comfortable with their assessment. Mr. Berndt replied that in talking with the school district, they are comfortable with that estimate. Council Member Weise asked if the development with the water feature and the parks would be along the same lines as a Pasadera project. Mr. Berndt responded that was correct, as this was indeed a focal area for activity not only for the residents, but for people outside the area. He added there was also discussion for a potential amphitheater on the property as well. Council Member Weise stated he would like to see something along that line as they have an amphitheater for south Avondale, and for north Avondale he would love to have a gathering point for residents of north Avondale to use. He stated from the looks of the project, he has no problems with it.

Vice Mayor Wolf stated that while this project had been a long time in the development phase and it has come together as a beautiful concept as far as PAD zoning is concerned. He stated there were a lot of things the Council could do during site plan review and landscaping review to address the eight story structure. He stated he agrees with Council Member Weise, that even a little bit taller structure along that corridor would not hurt because of what happened at Westgate. He stated the 99th Avenue to 91st Avenue core up and down the 101 is now as much of a commercial development opportunity as the I-10 corridor. Vice Mayor Wolf stated if there were opportunities to capitalize on that and if developers are looking at those types of structures, he thinks the City needs to find a way to make that work and the City should be flexible. He applauded the Staff for bringing the item back to Council and the applicant for a great project.

Mayor Lopez Rogers stated she too applauded this project as she thinks it is a great project, very pedestrian friendly, and she likes the idea of the gathering point. Mayor Lopez Rogers reminded the Council this item was for rezoning and would be back before the Council for another review. She invited the applicant to come forward.

Carolyn Oberholtzer, Rose Law Group, 6613 N. Scottsdale Rd., Scottsdale, AZ, stated it was fun for her to be before the Council this evening and she knows the

Council is acutely aware of how important this corner is to the City. She stated she was fortunate to bring such a great client before the Council who she thinks has captured the vision of what the Council has been looking for in a development. She introduced the principal members of her team from Millennium Properties: Jeff Chain, Eddie Goodsmen, Vice President Don Meitinger, and Benjamin Ruska. Ms. Oberholtzer stated that the City of Phoenix was anticipating 12 stories in the Algodon Center which is next to their property and Staff is working on an amendment to the North Avondale Specific Plan to go up to eight stories on the portion of that property that is in Avondale.

Council Member Buster stated that then developments would go even higher than eight stories regardless of what the Avondale City Council does. Ms. Oberholtzer replied that was correct and the eight stories is a maximum, and while the building may not be that high, it certainly would be appropriate with the transition plans. She stated it had been planned for the middle of the property in a pyramid fashion. Ms. Oberholtzer stated the project is intended to be a gathering place to bring in a lot of different people for a lot of different reasons. She explained that residential-over-retail was hugely popular and is very successful, so the applicant wants the option to go up to eight stories if the demand is there. Regarding the traffic along Indian School Road, she explained they had been working with Avondale's Engineering Department on the appropriate cross section for that, which would have to be pretty wide at 99th Avenue, and they have planned for that and have the arterial cross sections which are in accordance with the transportation plan adopted by Council last year. Ms. Oberholtzer outlined the products in the residential-over-retail as lending themselves to be owner-occupied. As to the commercial plans next to the Westwind property, she stated that is intended to be an office complex, such as insurance offices, and they are anticipating that the parcel just east would go to a hotel, and the full hard corner would be the retail center. Regarding the neighbors, Ms. Oberholtzer stated she too was surprised that they did not hear more, so they sent their planners out to the neighborhood, who went door to door, and the neighbors stated they were happy to hear there would not be a road on the western portion of the project and are glad there will be a trail there and they are open about the heights. She stated the issue was also raised at a neighborhood meeting and they received very few comments, again to her surprise.

Council Member Buster stated he thinks the development will be very nice and a very good entrance to Avondale, he just wants to make sure that it is compatible. He remarked that as other developments outside of Avondale will go up to possibly 12 stories, Avondale will not be out of the norm, and these heights will come regardless of what Avondale does. Council Member Buster inquired as to what other projects Millennium Properties had been involved in. Ms. Oberholtzer responded that Millennium owns 4,500 acres in Buckeye that are in various stages of development; from industrial parks to an over 1,500 acre master planned community, as well as a commercial development underway in Surprise, and projects in Tempe. Council Member Buster stated that the Council has talked

about increased density and what this project does is create perhaps an expectation or precedent that there are other areas of the community that the Council needs to address in that regard. He suggested that as the Council goes forward, they need to be less hesitant in looking at other areas if it wants to increase densities.

Mayor Lopez Rogers closed the public hearing.

Andrew McGuire, City Attorney, read Ordinance 1269-1007 – PAD Rezone – Entorno – Z-06-13, by title only. Vice Mayor Wolf moved to approve the rezoning from AG to PAD with the 16 stipulations:

1) Development shall be in substantial conformance with the development plan and narrative dated August 2, 2007 except as modified by these stipulations. **2)** The North Avondale Specific Plan shall be amended to allow the height increase as proposed for this project. **3)** The Master Circulation Plan shall be revised to include a connection to the existing traffic signal at 103rd Avenue and Indian School Road. **4)** Full Traffic Impact Analysis reports shall be required at Master Site Plan. Additional comments will be forthcoming based on review and results of traffic study. **5)** Cost contribution for traffic signals shall be required as follows: 50% for Indian School & 100 th Avenue, 50% for Clarendon Avenue & 99th Avenue, and 25% for potential future signal at 99th Avenue & Osborn, and all improvement costs for modifying the existing traffic signal and driveway at Indian School & 103rd Avenue. Additional contribution toward any other traffic signals as identified in the results of future traffic studies may be required. **6)** Medians shall be required on Indian School and 99th Avenue, and channelized access at non-signaled intersections shall be required based on results of the Traffic Impact Analysis at Master Site Plan. The intersection of Indian School Road and the proposed minor collector will have restricted access. **7)** 100th Avenue south of Indian School Road will be required to be widened to support turn lanes and other intersection needs at the signalized intersection. **8)** Traffic calming features will be required at Master Site Plan to discourage cut-through traffic and excessive speeds on collectors. **9)** Pedestrian-friendly design elements shall be required with the proposed collector roadway. **10)** Bus pull-out bays and concrete bus pads per City of Phoenix Standard details including additional right-of-way for bus pull-out bays and pads will be required at Master Site Plan. **11)** Additional right-of-way shall be required as needed for deceleration lanes, turn lanes, and transit stops, to include intersections. **12)** A comprehensive sign package shall be submitted at time of Master Site Plan submittal for review and approval by Planning Staff. **13)** All water rights on the property shall be conveyed to the City of Avondale, excluding any water rights for the potential water feature, prior to recordation of the final plat. **14)** Public Art shall be incorporated at the southwest corner of 99th Avenue and Indian School Road. **15)** Office/Commerce Park District, Permitted Uses 'K & L' shall be amended as follows: K. 'Retail sales of new merchandise provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use' and L.

‘Warehousing and/or inventory provided it does not exceed 50% of the gross floor area per unit and is directly related to a permitted use.’ **16)** The following use shall be prohibited in all districts: Indoor and outdoor shooting ranges, fairgrounds, amusement parks, commercial racetrack, rodeo grounds, and ambulance service facility.

Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

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

Motion carried unanimously.

DEVELOPMENT SERVICES

SUBJECT:
Time Extension - Three Rivers Commerce Park Master Site Plan and Phase I Final Site Plan (PL-10-0058)

MEETING DATE:
September 20, 2010

TO: Mayor and Council

FROM: Sue McDermott, Development Services and Engineering Director (623) 333-4211

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

REQUEST: Extend the approval of the Three Rivers Commerce Park Master Site Plan and Phase I Final Site Plan for one year from the date of original approval, until August 3, 2011.

PARCEL SIZE: 34.96 Net Acres

LOCATION: Southeast corner of Roosevelt Street and 105th Avenue (Exhibits A and B)

APPLICANT: Mr. Ryan Eller, Paragon Properties Ltd. (480) 488-0350

OWNER: Mr. Ryan Eller, Arizona Land Company, LLC (480) 488-0350

BACKGROUND:

The property was annexed on March 17, 1986 and rezoned from AG (Agricultural) to PAD (Planned Area Development) on January 17, 2006, part of the 80 gross acre Three Rivers Commerce Park PAD. The Three Rivers PAD allows for commerce park type uses with additional allowances for automobile related uses along the Roosevelt Street frontage, directly adjacent to the Automall.

A final plat which divided the original property into two 35 acre parcels and dedicated public street right-of-way was approved by the City Council on January 16, 2007. These two halves are presently under separate ownership. The southern 35 acres adjacent to Van Buren Street is owned by Maricopa County. In preliminary discussions with the City, the County has indicated a desire to use this property for their West Court Complex. The County has not submitted any official plans to the City for review. The northern 35 acres adjacent to Roosevelt Street is owned by Arizona Land Company, LLC.

An amendment to the northern half of the Three Rivers PAD was approved by the City Council on December 8, 2008. The amendment increased the maximum allowable building height to six stories (if certain conditions can be met), allowed restricted outdoor storage subject to several conditions, increased the minimum amount of landscaping and open space required on the site, required conformance with the Design Manual, and allowed for limited phasing of off-site infrastructure subject to approval by the City Engineer.

Under the terms of the PAD Ordinance, the Three Rivers PAD original three year validity period ended on January 17, 2009. The previously cited PAD amendment, which also served to extend the PAD to December 8, 2009, used the first of four allowed one-year extensions. A second extension was approved by the City Council on December 14, 2009; with that most recent extension, the PAD will expire on December 14, 2010 unless a third extension is approved by the City Council.

The Master Site Plan (Exhibit D) for the north 35 acres and a Final Site Plan for Phase I (Exhibit E) of the Three Rivers Commerce Park project were approved by the City Council on August 3, 2009 (Exhibit I). A landscape plan (Exhibit F), preliminary grading & drainage plan, photometric plan, Phase I building elevations (Exhibit G), materials & colors board, and comprehensive sign plan were included as part of the Master Site Plan approval.

The approved master site plan proposes developing the site in four phases, as follows:

- ***Phase I*** is located at the intersection of Roosevelt Street and 103rd Avenue at the northeast corner of the site. This first phase includes five single-story (30' to top of parapet) multi-tenant flex industrial/office buildings ranging in size between 24,000 and 33,000 square feet of interior space; the total square footage of Phase I is 132,000 square feet. The buildings are oriented such that the service areas face a common courtyard, lessening the visual impact of the industrial nature of the facility from surrounding streets and properties. Uses allowed by the PAD for these buildings include a range of employment generating light industrial, office, and commerce park type uses; Specific users for these buildings have not been determined. All tenant spaces will feature private outdoor storage areas integrated into the rear of each suite. Restricted outdoor storage is allowed at this location subject to seven conditions prescribed in the Three Rivers PAD intended to ensure that the storage areas will not detract from the aesthetics of the site.

- ***Phase II*** is located adjacent to 105th Avenue, approximately 260 feet south of Roosevelt Street. This phase will include four single-story 10,000 square foot fully enclosed industrial office buildings intended for single tenant use. Uses allowed by the PAD for these buildings include a range of employment generating light industrial, office, and commerce park type uses; Specific users for these buildings have not been determined. Phase II does not include an outdoor storage component. The applicant has not sought final site plan approval for Phase II. As such, the designs for the Phase II industrial office buildings have not been submitted for review and will instead be administratively approved with the final site plan for Phase II at a later date to ensure conformance with the approved master site plan.

- ***Phase III*** is located at the intersection of Roosevelt Street and 105th Avenue at the northwest corner of the site. Phase III will include a 6-story, 165 room hotel; Business-class and extended stay hotels are a permitted use in the approved PAD. A hotel chain has not been identified and the architect acknowledged that the building footprint, number of rooms, and height may change when a specific user for that portion of the site is identified. The ultimate design and building elevations of the hotel site will be administratively approved along with the final site plan for Phase III at a later date to ensure conformance with the approved master site plan.

- ***Phase IV*** occupies the entire south half of the site adjacent to Pierce Street. The applicant plans to develop this phase with four 4-story office buildings, each 144,000 square feet in area, for a total phase area of 576,000 square feet. The buildings planned for Phase IV are intended to house professional (non-medical) offices to provide support the Maricopa County court complex which has been discussed for the 35 acre parcel directly south. The applicant has not sought final site plan approval of Phase IV. As such, the designs for the Phase IV office buildings have not been submitted for review and will instead be administratively approved with the final site plan for Phase II at a later date to ensure conformance with the approved master site plan.

The approval was subject to 13 stipulations (Exhibit H), including a standard stipulation (Stipulation #3) which specified an expiration date for the site plan approval. The stipulation reads, “The plan approval expires in one year from date of approval unless a building permit has been issued.” If the City Council does not approve this request, the Site Plan approval will expire immediately.

The applicant has identified the poor economic climate and a lack of available financing as the primary causes for delay on the project.

SUMMARY OF REQUEST:

The applicant has requested (Exhibit C) that the City Council grant a one-year extension for the approved Three Rivers Commerce Park Master and Final Site Plans to allow additional time for the project to have final construction plans approved and for development to commence on the site. The slow national and local economies are cited as the primary reasons for delay. Additional reasons provided to justify the extension include the cost the developer has incurred to date planning and engineering the site, and the benefits of having a ready-to-build site in place the moment the economy recovers. The applicant states in the extension request narrative that significant progress towards development of the property has occurred and that development of the site should be expected within the next year.

Because the Three Rivers PAD is set to expire in December, staff has stipulated that in the event a PAD extension is not approved, the site plan will expire on the same date that the PAD will expire.

PARTICIPATION:

Public notifications are not required for Site Plan Extensions.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Site Plan Extensions.

ANALYSIS:

The approved Master and Final Site Plans remain in complete conformance with all requirements set forth in the approved PAD. Furthermore, when built, the project will be a key contributor to the economic growth of the City, specifically in regards to creating quality jobs in the City's main employment corridor. For these reasons, staff supports granting a one year extension for the Master and Final Site Plan approvals subject to the staff recommended stipulations.

RECOMMENDATION:

Staff recommends that the City Council approve a one-year time extension for the Three Rivers Commerce Park Master Site Plan and Phase I Final site Plan until August 3, 2011, subject to the stipulation listed below. No public hearing or discussion is required.

1. The Three Rivers Commerce Park Master Site Plan and Phase I Final Site Plan shall expire on August 3, 2011 or on the date which the Three Rivers PAD Development Plan expires if no extension is granted, whichever occurs first.

PROPOSED MOTION:

I move that the City Council **GRANT** a time extension for the Three Rivers Commerce Park Master Site Plan and Phase I Final Site Plan subject to the staff recommended stipulation.

ATTACHMENTS:

Click to download

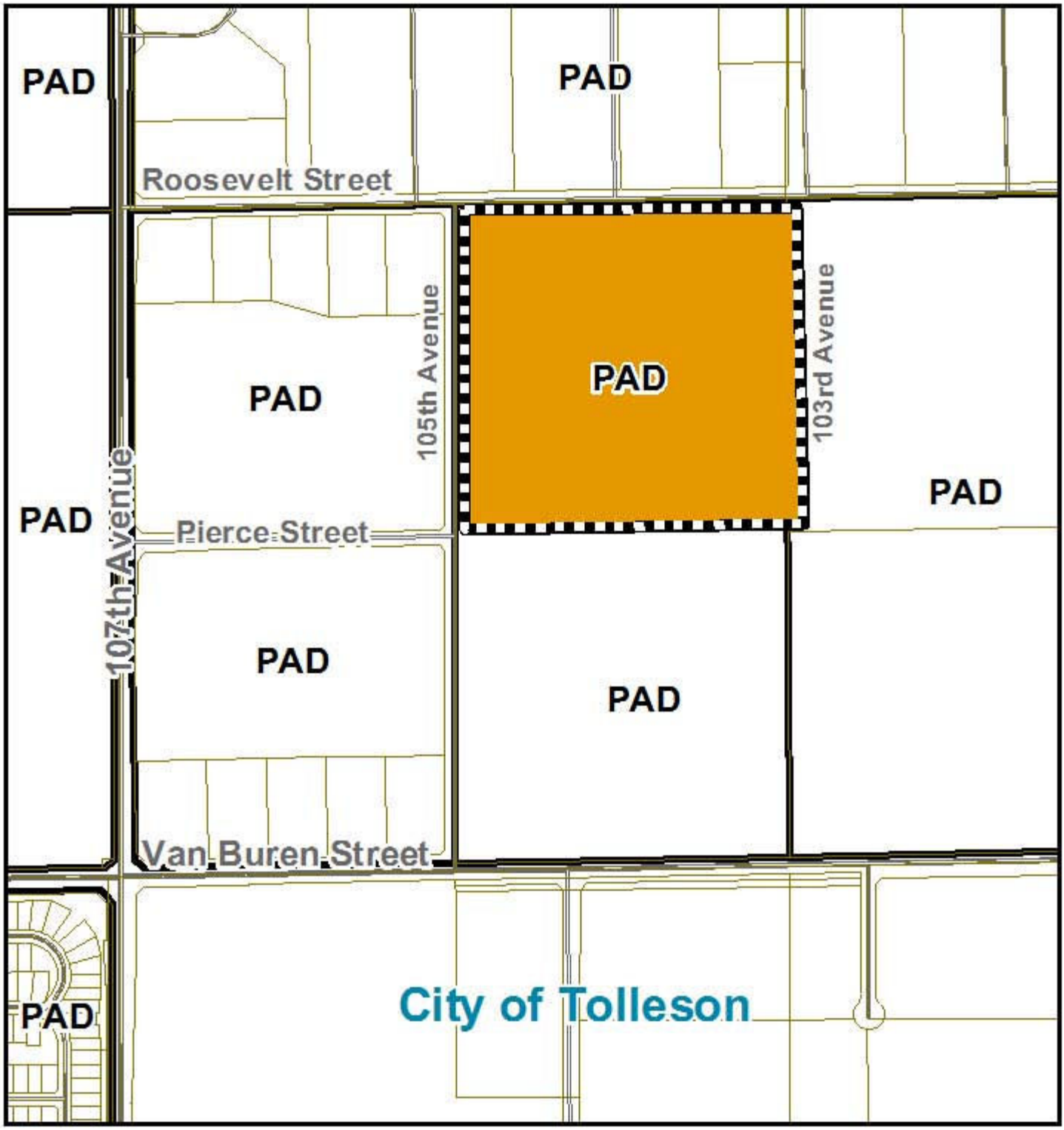
- Exhibit A - Zoning Vicinity Map
- Exhibit B - Aerial Photograph
- Exhibit C - Applicant's Extension Request, letter dated August 1, 2010
- Exhibit D - Approved Three Rivers Commerce Park Master Site Plan
- Exhibit E - Approved Three Rivers Commerce Park Phase I Final Site Plan
- Exhibit F - Approved Three Rivers Commerce Park Phase I Landscape Plan
- Exhibit G - Approved Three Rivers Commerce Park Phase I Building Elevations

- Exhibit H - Three Rivers Commerce Park Master Site Plan and Phase I Final Site Plan approval letter, dated August 4, 2009
- Exhibit I - Excerpt from City Council Minutes, Regular Meeting of August 3, 2009

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

Aerial Photograph

Avondale

Subject Property

Exhibit C

ARIZONA LAND COMPANY, LLC
Po box 5061
Carefree Az 85377
August 1, 2010

Mayor Marie Lopez Rogers
Members of the City Council
11465 W. Civic Center Dr.
Suite 280
Avondale, AZ 85232

RE: Paragon/Three Rivers

Dear Mayor Lopez Rogers and City Council Members:

Market conditions have not changed from the time we submitted the attached PAD Amendment Extension Narrative and request last October, and, therefore, we are writing to request extension of the master site plan and the Phase I final site plan approvals for our Three Rivers Commerce Park project. After having spent over three years and in excess of $500,000 on fees to the City, engineering, architectural and legal costs in obtaining the amendment of the Three Rivers PAD and the approval of both the master site plan and the Phase I final site plan, Paragon had finally obtained all necessary approvals in this lengthy and expensive process when the market completely turned around and no financing or development was feasible on the property.

Throughout the course of this long and costly entitlement process, we had advised the City Staff and the Council that if the needed approvals were not given within a reasonable time, financing would be lost and no development would take place. We also advised the City last year that the PAD amendment approval needed to be extended to three years in accordance with the new PAD ordinance, not just one year, because economic conditions would not change in one or even two years. The City limited the PAD extension to one year, and we are back in the position of having the PAD zoning expire in December, 2010. Another one year extension will should be sufficient time for development to commence on this property. We are making significant progress towards development; we are working with the City of Avondale's Economic Development team to locate a solar company on our site. Additionally, we are working with our lender and a hotel partner on developing an extended stay hotel on the property. However, having to go through the site plan approval process again could jeopardize this progress.

It has been our experience that other cities and towns are working with property owners and developers during these extremely challenging economic times to extend approvals on more

reasonable and realistic timeframes. Communities are adjusting their regulations to allow longer approval periods to support the potential development of sites like this one. Theses municipalities realize that as the economy turns around, businesses and prospective employment users from corporate headquarters to manufacturers are going to select sites that are ready to build and avoid sites that need months or years of zoning, site plan and other approval processes. We are asking the City of Avondale's cooperation and support, in consideration of the significant investment we have made in Avondale for the acquisition and development of plans for the use of this property, not to let the zoning and site plan approvals lapse and force us to go through this process all over again, potentially delaying the development of this property for an even longer time.

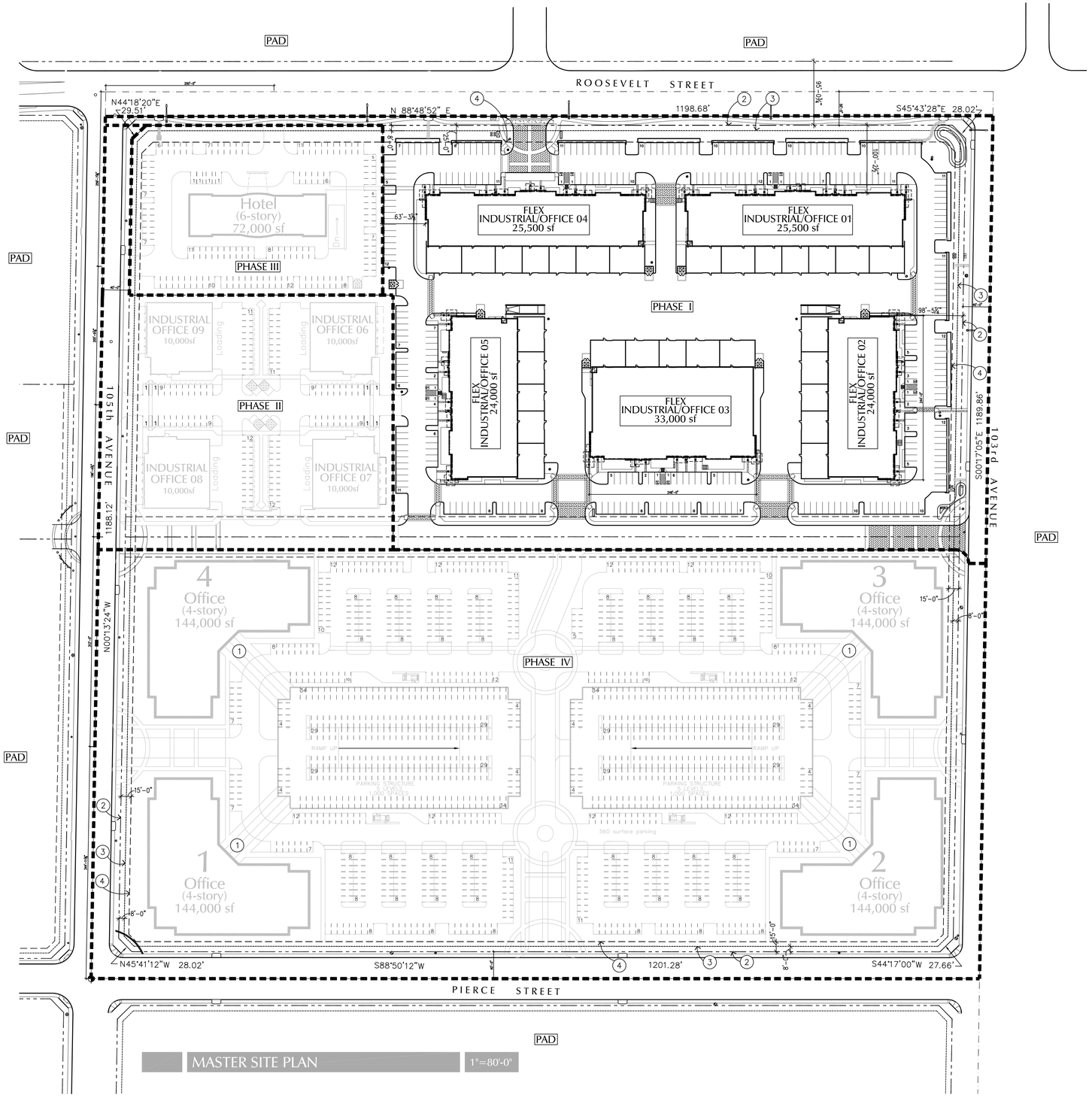
We are asking you to extend our approvals for an adequate period of time to avoid this property being competitively disadvantaged when the market turns. Neither we nor the City want users to go to fully entitled sites and not even look at this Avondale property. We are therefore requesting a one (1) year approval of the master site plan and the Phase I final site plan and will be asking for a one (1) year extension of the approved PAD zoning in December. We would prefer a longer extension but understand that this is the longest extensions provided by Avondale. If this is not the case, please advise. There is no justifiable reason not to grant these longer extensions as these approvals are not like permits that could involve building code changes. We are handling this ourselves, and this letter together with the attached narrative constitutes our required justification narrative.

Very truly yours,

Doug Dragoo MGR.

cc: City Manager Charlie McClendon
Traci Stevens
Ken Galica

Exhibit D



MASTER SITE PLAN 1"=80'-0"

MASTER SITE PLAN
PROJECT DATA

ZONING:

MUNICIPALITY: AVONDALE, ARIZONA

LOCATION: SEC ROOSEVELT & 105TH AVE.

APN: 102-55-016

ZONING: (PAD)

LANDSCAPE BUFFERS:	REQUIRED	PROVIDED
N: (ROOSEVELT)	25'	25'
S: (PIERCE):	15'	15'
E: (103 RD AVE):	15'	15'
W: (105TH AVE):	15'	15'

SITE AREA

PHASE I:	14.5 Acres Gross / 12.4 Acres Net
PHASE II:	4.0 Acres Gross / 3.4 Acres Net
PHASE III:	2.2 Acres Gross / 2.2 Acres Net
PHASE IV:	19.3 Acres Gross / 17.0 Acres Net
TOTAL SITE AREA:	40.0 Acres Gross / 35.0 Acres Net

BUILDING AREAS

PHASE I		
FLEX INDUSTRIAL/OFFICE 01:	25,500	SF
FLEX INDUSTRIAL/OFFICE 02:	24,000	SF
FLEX INDUSTRIAL/OFFICE 03:	33,000	SF
FLEX INDUSTRIAL/OFFICE 04:	25,500	SF
FLEX INDUSTRIAL/OFFICE 05:	24,000	SF
TOTAL SF:	132,000	SF
PHASE II		
FLEX INDUSTRIAL/OFFICE 06:	10,000	SF
FLEX INDUSTRIAL/OFFICE 07:	10,000	SF
FLEX INDUSTRIAL/OFFICE 08:	10,000	SF
FLEX INDUSTRIAL/OFFICE 09:	10,000	SF
TOTAL SF:	40,000	SF
PHASE III		
HOTEL:	72,000	SF
PHASE IV		
OFFICE 01:	144,000	SF
OFFICE 02:	144,000	SF
OFFICE 03:	144,000	SF
OFFICE 04:	144,000	SF
TOTAL SF:	576,000	SF
BUILDING AREA PHASE I,II & IV	820,000	SF
COVERAGE	30% (455,000 sf)	

PARKING DATA – CITY OF AVONDALE

PARKING REQUIRED	
PHASE I – FLEX OFFICE 132,000 SF (1/500 SF)	264 SPACES
PHASE II – FLEX OFFICE 40,000 SF (1/500 SF)	80 SPACES
PHASE III – HOTEL 165 ROOMS (1 1/3 per sleeping room)	220 SPACES
PHASE IV – OFFICE 576,000 SF (1/250 SF)	2,304 SPACES
PARKING REQUIRED:	2,868 SPACES
PARKING PROVIDED	
PHASE I PROVIDED	330 SPACES
PHASE II PROVIDED	90 SPACES
PHASE III PROVIDED	220 SPACES
PHASE IV PROVIDED	2,560 SPACES
PARKING PROVIDED TOTAL:	3,200 SPACES

KEY NOTES:

1. USEABLE OPEN SPACE, 500SF MINIMUM WITH PEDESTRIAN AMENITIES PER DESIGN MANUAL
2. PROPERTY LINE
3. EASMENT
4. SETBACK

PROJECT DIRECTORY

OWNER

AZ. LAND COMPANY
P.O. BOX 5061
CAREFREE AZ 85577
CONTACT: MICHAEL BLENIS
P-(480) 488-0350 EXT. 302
F-(480) 488-4780
E-MAIL: MICHAEL@PARAGONAZ.COM

DEVELOPER

PARAGON
CONTACT: MICHAEL BLENIS
P-(480) 488-0350 EXT. 302
F-(480) 488-4780
E-MAIL: MICHAEL@PARAGONAZ.COM

ATTORNEY

EARL, CURLEY & LAGARDE
3101 N. CENTRAL AVENUE
SUITE 1000
PHOENIX, AZ 85012
CONTACT: LYNNE LAGARDE
P-(602) 265-0094

ARCHITECT

DAVIS
60 EAST RIO SALADO PKWY.
SUITE 200
TEMPE, AZ 85281
ATTN: MIKE EDWARDS / ADAM VALENTE
P: 480.638.1100
E: AVALENTE@THEDAVISEXPERIENCE.COM

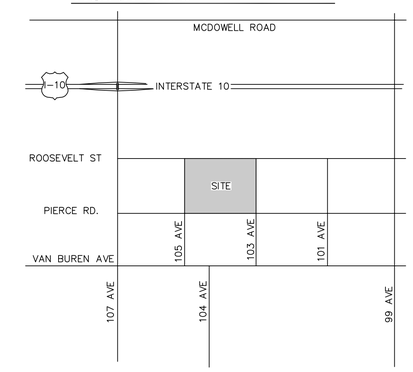
LEGAL DESCRIPTION

LOT 1 OF THREE RIVERS COMMERCE PARK ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 899 OF MAPS, PAGE 13 AND AMENDMENT RECORDED AS 2008-0117784 OF OFFICIAL RECORDS.

GENERAL NOTES:

1. ELECTRICAL AND MECHANICAL WILL BE SCREENED BY WALLS OR ENCLOSED WITHIN THE BUILDING.

VICINITY MAP



PHASE LINE

2/26/09 – FIRST SUBMITTAL
5/5/09 – SECOND SUBMITTAL

DAVIS

architecture
interior architecture
space planning
facilities management
land planning
landscape architecture
graphic design

0' 80' 160' 240' 320'

All calculations are approximate and subject to change.

NORTH

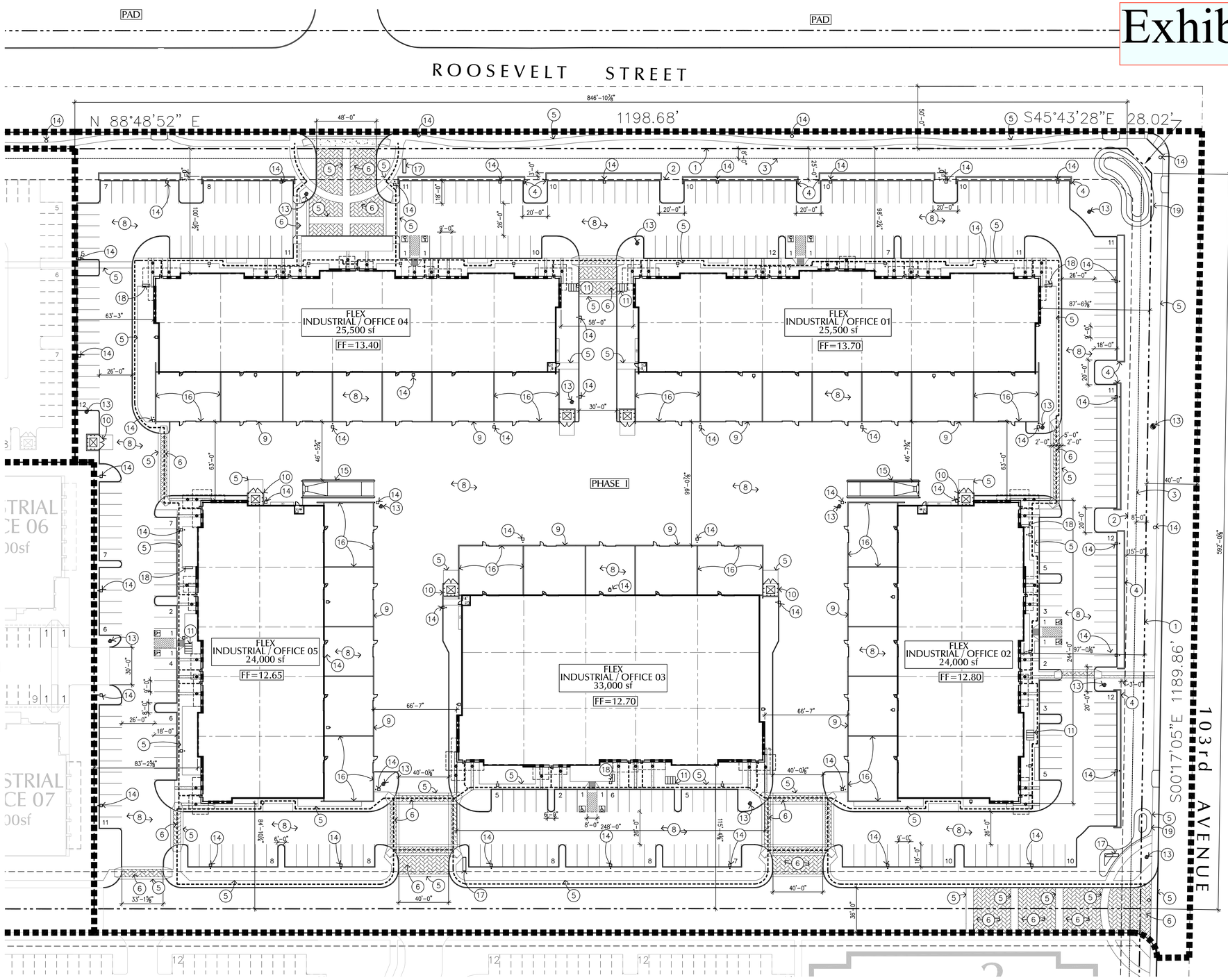
Three Rivers Commerce Park Campus
Avondale, Arizona

06480
5.MAY.09

REVISED: 15. JUN. 09

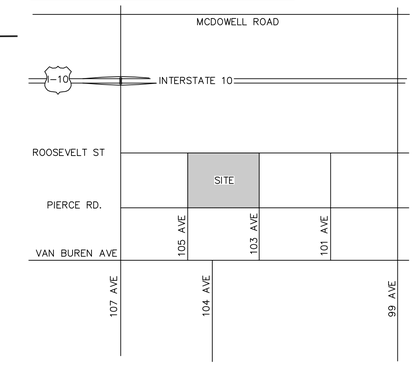
MSP 1.0

Exhibit E



PHASE I SITE PLAN 1"=40'-0"

VICINITY MAP



PROJECT DATA

ZONING:

MUNICIPALITY: AVONDALE, ARIZONA

LOCATION: SEC ROOSEVELT & 105TH AVE.

APN: 102-55-016

ZONING: (PAD)

LANDSCAPE BUFFERS:	REQUIRED	PROVIDED
N: (ROOSEVELT)	25'	25'
S: (PIERCE):	15'	15'
E: (103 RD AVE):	15'	15'
W: (105TH AVE):	15'	15'

SITE AREA

PHASE I: 14.5 Acres Gross / 12.4 Acres Net

BUILDING AREAS

PHASE I

FLEX IND./OFFICE 01:	25,500	SF
FLEX IND./OFFICE 02:	24,000	SF
FLEX IND./OFFICE 03:	33,000	SF
FLEX IND./OFFICE 04:	25,500	SF
FLEX IND./OFFICE 05:	24,000	SF
TOTAL SF:	132,000	SF
COVERAGE	25% (132,000 sf)	

PARKING DATA – CITY OF AVONDALE

PARKING REQUIRED

PHASE I – FLEX IND./OFFICE 132,000 SF (1/500 SF) — 264 SPACES

PARKING PROVIDED

PHASE I PROVIDED — 330 SPACES

KEYNOTES
1. PROPERTY LINE
2. SETBACK
3. EASEMENT
4. 36" MASONRY SCREEN WALL
5. CONCRETE
6. DECORATIVE PAVERS
7. EXPOSED AGGREGATE CONCRETE
8. ASPHALT
9. 10'-0" OUTDOOR STORAGE YARD SCREEN WALL
10. REFUSE WITH 6' MASONRY SCREEN WALL
11. BIKE RACK, 4-2'x6' spaces (20 total)
12. ACCESSIBLE ROUTE
13. FIRE HYDRANT
14. LIGHTING
15. TRUCK WELL WITH SCREEN WALL
16. 16'-0" OUTDOOR STORAGE YARD SCREEN WALL
17. SIGN, PLEASE SEE COMPREHENSIVE SIGN PACKAGE FOR DETAILS
18. PEDESTRIAN BENCHES
19. BERMING

PROJECT DIRECTORY

OWNER

AZ. LAND COMPANY
P.O. BOX 5061
CAREFREE AZ 85577
CONTACT: MICHAEL BLENIS
P-(480) 488-0350 EXT. 302
F-(480) 488-4780
E-MAIL: MICHAEL@PARAGONAZ.COM

DEVELOPER

PARAGON
CONTACT: MICHAEL BLENIS
P-(480) 488-0350 EXT. 302
F-(480) 488-4780
E-MAIL: MICHAEL@PARAGONAZ.COM

ATTORNEY

EARL, CURLEY & LAGARDE
3101 N. CENTRAL AVENUE
SUITE 1000
PHOENIX, AZ 85012
CONTACT: LYNNE LAGARDE
P-(602) 265-0094

ARCHITECT

DAVIS
60 EAST RIO SALADO PKWY.
SUITE 200
TEMPE, AZ 85281
ATTN: MIKE EDWARDS / ADAM VALENTE
P: 480.638.1100
E: AVALENTE@THEDAVISEXPERIENCE.COM

LEGAL DESCRIPTION

LOT 1 OF THREE RIVERS COMMERCE PARK ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 899 OF MAPS, PAGE 13 AND AMENDMENT RECORDED AS 2008-0117784 OF OFFICIAL RECORDS.

GENERAL NOTES:

1. ELECTRICAL AND MECHANICAL WILL BE SCREENED BY WALLS OR ENCLOSED WITHIN THE BUILDING.

PHASE LINE

2/26/09 – FIRST SUBMITTAL
5/5/09 – SECOND SUBMITTAL

DAVIS

architecture
interior architecture
space planning
facilities management
land planning
landscape architecture
graphic design

0' 40' 80' 120' 160'

All calculations are approximate and subject to change.

NORTH

Three Rivers Commerce Park Campus
Avondale, Arizona

06480
REVISED: 15 . JUN . 09 5.MAY.09

FSP 1.0
(INDIVIDUAL SITE PLAN PER PAD)

Exhibit F

PLANTING DATA TABLE: (PHASE 1)

LANDSCAPE AREAS:	REQUIRED	PROVIDED
A. On-Site Landscape Area: Commercial = 10% of Net Stie Area Industrial = 5% of Net Stie Area	26,093 Sq.Ft. (5% of 521,867 Sq.Ft.)	58,276 Sq.Ft. (11.2%)
B. Residential buffer landscape area 10Ft. from all residential boundaries:	N/A	N/A
C. Parking Lot Landscape Area (Minimum 5% of parking lot area:	6,402 Sq.Ft. (5%)	13,531 Sq.Ft. (10.6%)
D. Parking islands 1 per 12 consecutive parking spaces minimum 5 Ft. wide, minimum 50 Sq.Ft.	1,400 Sq.Ft.	9,968 Sq.Ft.
E. Foundation planting 33% of building frontage for any elevation adjacent to a public street or drive aisle	711 Lin.Ft. (33% of 2,156 Lin.Ft.)	1,351 Lin.Ft. (62.7%)

LANDSCAPE PLANTINGS:	REQUIRED	PROVIDED
Right of way landscape plantings		
F. Trees: 1 per 20 Lin.Ft. of street frontage	109 Trees	109 Trees
G. Shrubs: 2 per 20 Lin.Ft. of street frontage	218 Shrubs	715 Shrubs
H. Shrub & Ground cover Area: 25%	12,425 Sq.Ft. (25% of 49,700 Sq.Ft.)	14,351 Sq.Ft. (28.8%)
Parking Space Plantings:		
I. Trees: 1 per 8 Spaces	42 Trees	60 Trees
Residential Buffer Plantings:		
J. Trees: 1 per 20 feet of residential boundaries:	N/A	N/A
Special Planting Requirements (PAD, Zoning, Etc.)	N/A	N/A

TOTALS:	REQUIRED	PROVIDED
Total On-Site Landscape Area:	26,093 Sq.Ft.	71,807 Sq.Ft.
Total Right-of-Way landscape Area:	N/A	N/A
Total Usable Open Space Percent (PAD Only):	N/A	N/A
Total Trees:	165 trees	169 trees
Total 24" Box Trees (25% of Total Trees)	42 trees	117 trees
Total Shrubs:	218	715
Total Ground cover (3/4" select decomposed granite):	12,425 Sq.Ft.	14,351 Sq.Ft.

GENERAL NOTES:

1. Twenty-four inch box trees shall have a minimum trunk height of eight feet with a minimum 2-inch caliper measured 4-feet above the ground. Fifteen gallon trees shall have a minimum trunk height of 6 feet with a minimum 1 1/2" caliper measured 4 feet above the ground.
2. The property owner and/or lessee shall be responsible to install/maintain all landscaping within the right-of-way.
3. A 3-foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach when mature.
4. Plantings within the Sight Visibility Triangle Line shall be maintained to that no limbs hang lower than seven (7) feet and shrubs or other plants planted within the Sight Visibility Triangle Line shall be no taller than two (2) feet at full growth.

NOTE: All construction shall be in accordance with the City of Avondale Supplement to MAG Specifications & Standard Details currently on file and available at the City of Avondale Engineering Department.

PRELIMINARY PLANT LEGEND (PHASE I)

SYMBOL	COMMON NAME / BOTANICAL NAME	SIZE	QTY	REMARKS
TREES				
	Yellow Oleander Tree Thevetia peruviana	15 Gal.	21	
	Chinese Evergreen Elm Ulmus parvifolia	15 Gal. 24" Bos	11 20	
	Heritage Live Oak Quercus virginiana 'Heritage'	15 Gal. 24" Box	14 45	
	Sisso Tree Dalbergia sisso	15 Gal. 24" Box	10 44	
	Desert Museum Palo Verde Parkinsonia x. 'Desert Museum'	15 Gal. 24" Box	8 17	
	Date Palm Phoenix dactylifera	15' Tall	12	Matching Specimen w/Diamond Cuts
SHRUBS / ACCENTS				
	Variegated Agave Agave angustifolia var. marginata	5 Gal.	385	
	Pink Muhley Muhlenbergia capilaris 'Regal Mist'	5 Gal.	44	
	Twin Flowered Agave Agave geminiflora	5 Gal.	46	
	Agave Ocahui Agave ocahui	5 Gal.	110	
	Rio Bravo Sage Leucophyllum langmaniae	5 Gal.	8	
	Valentine Emu Bush Eremophila maculata 'Valentine'	5 Gal.	317	
	Baja Fairy Duster Calliandra californica	5 Gal.	71	
	Feathery Cassia Cassia artemisioides	5 Gal.	117	
	Blue Ranger Leucophyllum zygophyllum 'Cimmaron'	5 Gal.	226	
	Bougainvillea 'Barbara Karst' Bougainvillea sp. 'Barbara Karst'	5 Gal.	57	
	Bat Faced Cuphea Cuphea llavea	5 Gal.	99	
	Tropical Agave Agave desmettiana	5 Gal.	62	
GROUNDCOVER				
	Sandpaper Verbena Verbena rigida	1 Gal.	272	
	'New Gold' Lantana Lantana camara ' New Gold'	1 Gal.	830	
	Bush Morning Glory Convolvulus cneorum	1 Gal.	442	
	Dwarf Coyote Bush Baccharis x. 'Starn'	1 Gal.	34	
	Yellow Dot Sphagneticola trilobata	1 Gal.	97	
INERT GROUNDCOVER				
	3/4" Sized 'Palomino Gold' From a Single Source	Sq.Ft.	84,999	

Note: The Preliminary Landscape Plan that has been submitted for the Phase 1 parcel of the Three Rivers Commerce Park Campus will act as a template for the remaining phases of the project. The plant palette, street trees, Date Palm groupings at key entry points, and rhythmic rectilinear plant massings will be incorporated into the street frontage plantings. This palette and patterning will be utilized along the entire roadway frontages for Roosevelt Street, 103rd Avenue, and Pierce Street. The shrub palette, Date Palm groupings, and plant massings will be continued along the 105th Avenue street frontage with the introduction of a hybrid Mesquite tree as the primary street tree for this roadway. Due to the varying building types and land uses as shown on the Master Site Plan the planting designs for the interior portions of each property will utilize a similar plant palette, but each design will be custom fit for the type of project. The plant massings, tree types, and shrub types will vary slightly based upon the type of project.

desert adaptive
LANDSCAPE ARCHITECTURE

DESERT ADAPTIVE
LANDSCAPE
ARCHITECTURE L.L.C.
1900 W. Chandler Blvd., #15-362
Chandler AZ, 85224
Phone: (602) 369-1597
Fax: (480) 272-6436

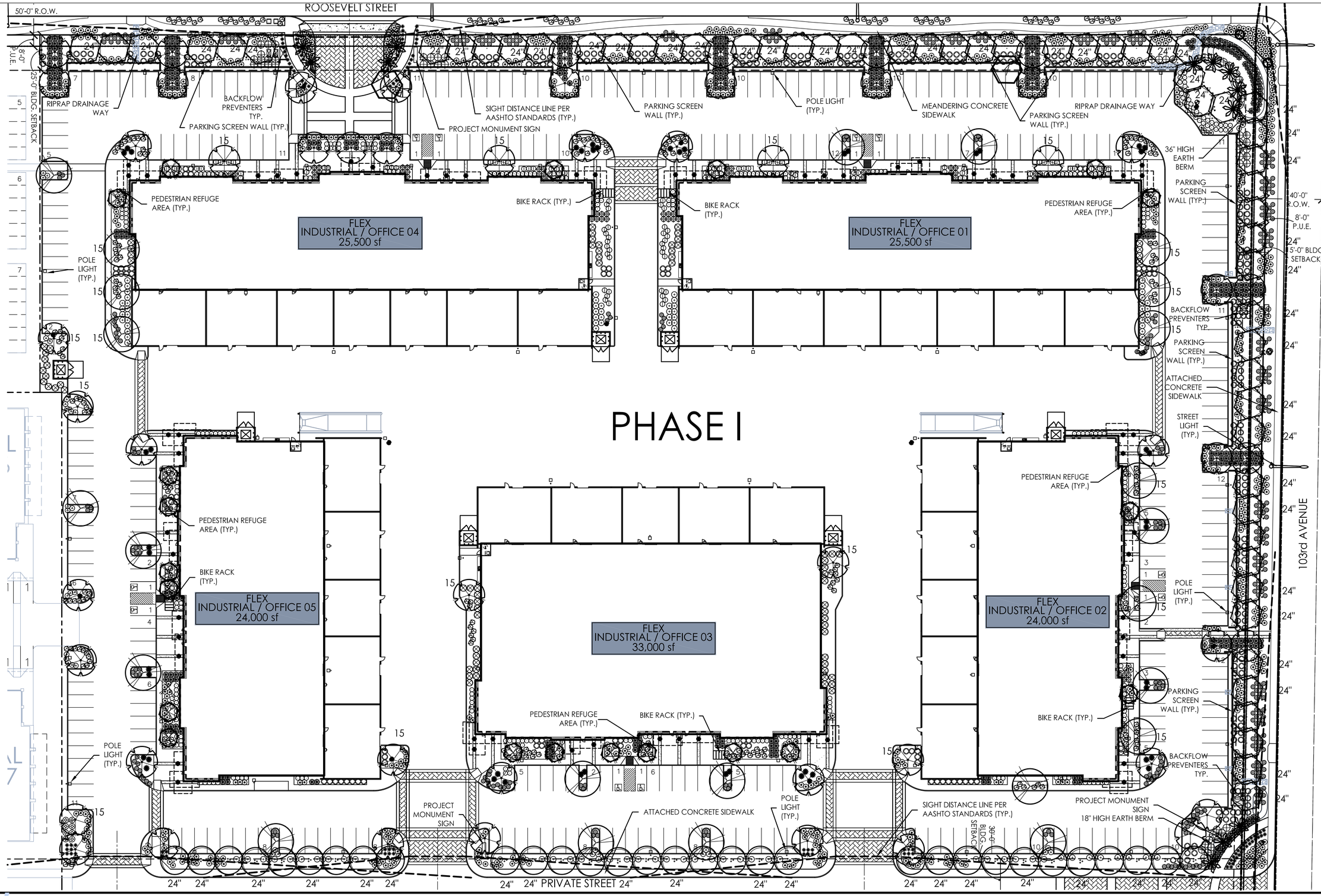
Three Rivers Commerce Park
Phase I
Avondale, Arizona

All information contained in this drawing is Preliminary, and Not for Construction

REGISTERED LANDSCAPE ARCHITECT
35556
DAVID ROSENBERG
Date Signed 6/15/09
ARIZONA, U.S.A.
EXP: 12/31/2009

Preliminary
Landscape Data

Date: February 23, 2009
Revised: May 8, 2009 June 15, 2009



Notes:

- The Preliminary Landscape Plan that has been submitted for the Phase 1 parcel of the Three Rivers Commerce Park Campus will act as a template for the remaining phases of the project. The plant palette, street trees, Date Palm groupings at key entry points, and rhythmic rectilinear plant massings will be incorporated into the street frontage plantings. This palette and patterning will be utilized along the entire roadway frontages for Roosevelt Street, 103rd Avenue, and Pierce Street. The shrub palette, Date Palm groupings, and plant massings will be continued along the 105th Avenue street frontage with the introduction of a hybrid Mesquite tree as the primary street tree for this roadway. Due to the varying building types and land uses as shown on the Master Site Plan the planting designs for the interior portions of each property will utilize a similar plant palette, but each design will be custom fit for the type of project. The plant massings, tree types, and shrub types will vary slightly based upon the type of project.

- Exact locations and elevations of the berming will be established on the construction drawings.

desert adaptive
LANDSCAPE ARCHITECTURE

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Three Rivers Commerce Park
Phase I
Avondale, Arizona

All information contained in this drawing is Preliminary, and Not for Construction

REGISTERED LANDSCAPE ARCHITECT
35506
DAVID ROSENBERG
Date Signed
ARIZONA U.S.A.
EXP: 12/31/2009

Preliminary Landscape Plan

Date: February 23, 2009
Revised: May 8, 2009 June 15, 2009

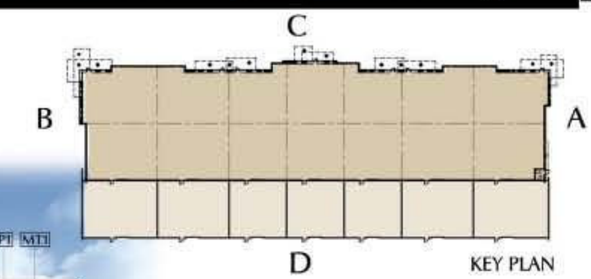
Exhibit G

A FRONT ELEVATION 1"=10'-0"

B REAR ELEVATION 1"=10'-0"

C SIDE ELEVATION 1"=10'-0"

D SIDE ELEVATION 1"=10'-0"



KEY PLAN

EXTERIOR FINISH LEGEND

P1	EFIS painted to match Dunn Edwards DE6236 "Wilderness"
P2	EFIS painted to match Dunn Edwards DE6237 "Denali Green"
P3	EFIS painted to match Dunn Edwards DE6104 "Chic Brick"
P4	EFIS painted to match Dunn Edwards DE6105 "Weathered Leather"
P5	EFIS painted to match Dunn Edwards DE6137 "Tan Plan"
P6	EFIS painted to match Dunn Edwards DE6138 "Dark Sepia"
M1	CMU to match Superlite, Founders Finish, "Maricopa Blend"
M2	CMU to match Superlite, Mesastone, "Buff"
M3	CMU pantied to match Dunn Edwards DE6124 "Whole Wheat"
MT1	Metal Panel and Steel Trellis painted to match Duranar UC45082 "Sage Brown"
MT2	Aluminum Window Frame to match Arcadia AB-5 "Standard Medium Bronze"
GL1	1" Insulated Glazing to match Visteon "Grey"

0' 10' 20' 30' 40'

All calculations are approximate and subject to change.

NORTH

DAVIS

architecture
interior architecture
space planning
facilities management
land planning
landscape architecture
graphic design

Three Rivers Commerce Park Campus
Avondale, Arizona

06480
4.MAY.09

E 1.0

A FRONT ELEVATION 1"=10'-0"

B REAR ELEVATION 1"=10'-0"

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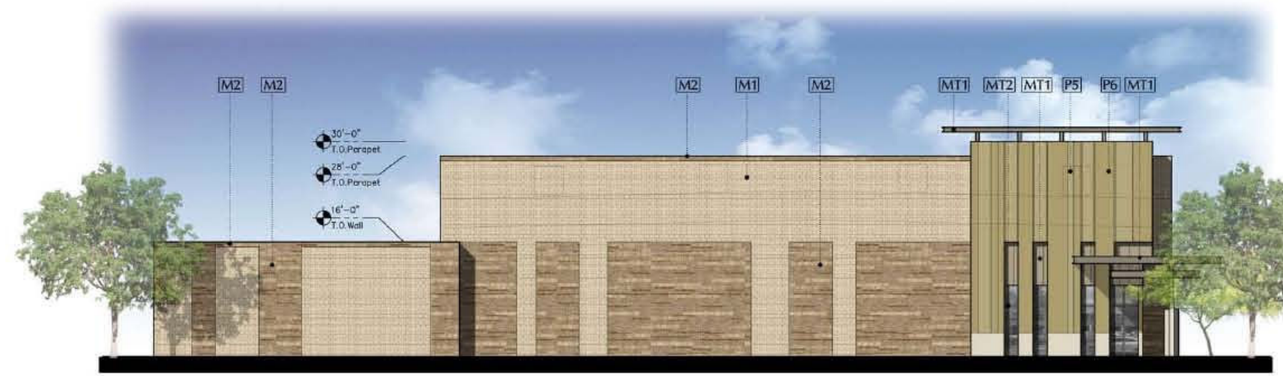
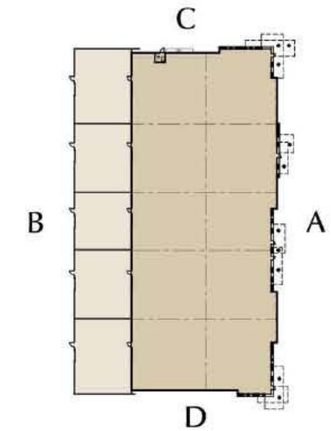


D SIDE ELEVATION 1"=10'-0"



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DAVIS

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interior architecture
space planning
facilities management
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graphic design

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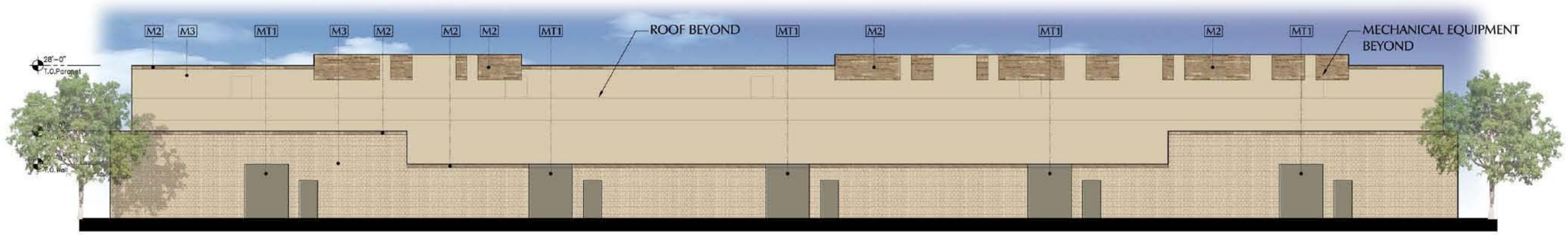
NORTH

Three Rivers Commerce Park Campus
Avondale, Arizona

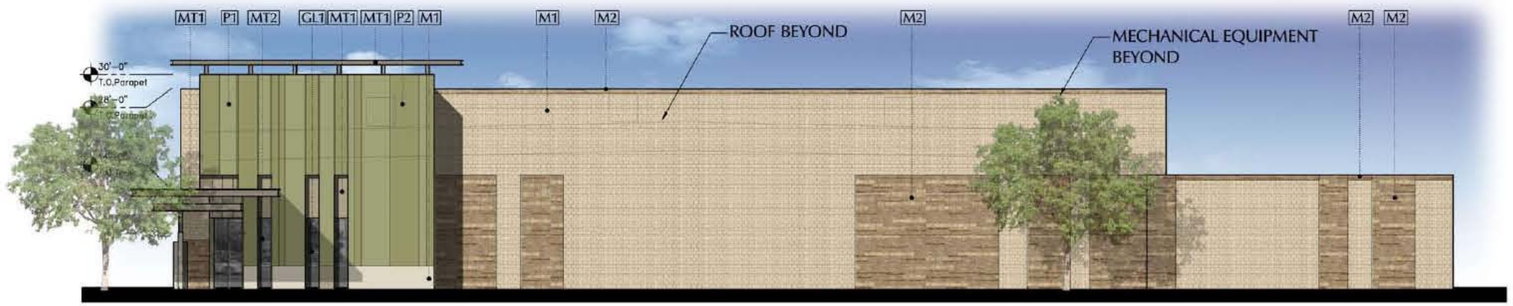
06480
4.MAY.09

E 2.0

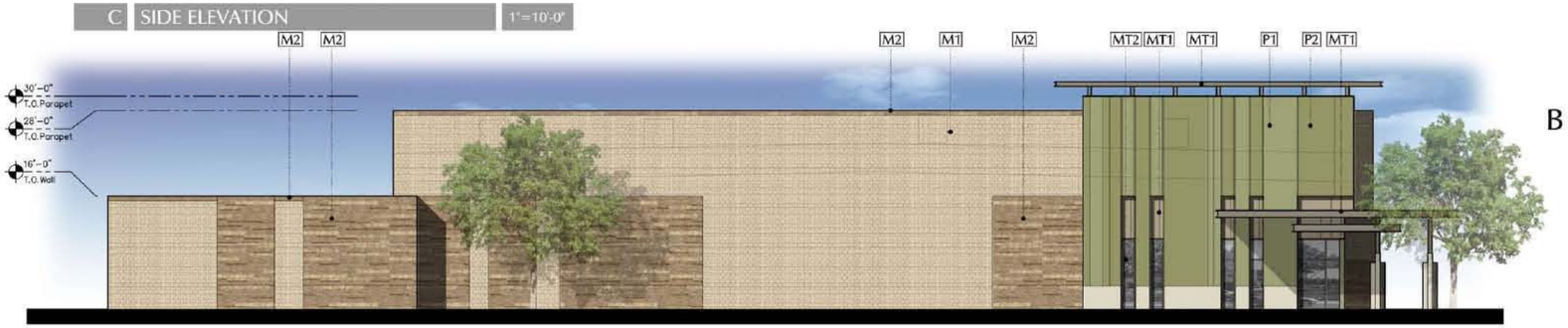
A FRONT ELEVATION 1"=10'-0"



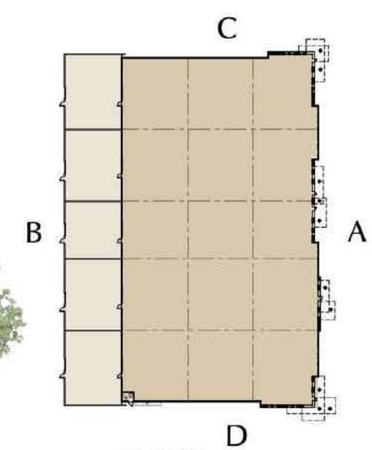
B REAR ELEVATION 1"=10'-0"



C SIDE ELEVATION 1"=10'-0"



D SIDE ELEVATION 1"=10'-0"



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0' 10' 20' 30' 40'

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NORTH

DAVIS

architecture
interior architecture
space planning
facilities management
land planning
landscape architecture
graphic design

Three Rivers Commerce Park Campus
Avondale, Arizona

06480
4.MAY.09

E 3.0

Exhibit H

City of Avondale

August 4, 2009

Mr. Adam Valente
The Davis Experience
60 E. Rio Salado Parkway, Suite 200
Tempe, AZ 85281

RE: Three Rivers Commerce Park Master Site Plan and Phase I Final Site Plan
SEC Roosevelt Street and 105th Avenue
City Council Approval

Dear Mr. Valente,

I am pleased to inform you that on August 3, 2009, the City Council approved application DR-09-3, a request for Master Site Plan and Phase I Final Site Plan approval for Three Rivers Commerce Park. The approval is subject to the following conditions:

1. Development shall be in conformance with the Master Site Plan, Phase I Final Site Plan, Landscape Plan, Grading and Drainage Plan, Utility Plan, Photometric Plan (Sheet ES1.0), and Site Details Plan (Sheet 2.0) date stamped June 15, 2009, Project Description, Site Details Plan (Sheet 1.0), Photometric Plan (Sheet ES2.0) and Building Elevations date stamped May 13, 2009, and Color/Material Board date stamped March 3, 2009, except as modified by these stipulations.

2. A revised Traffic Impact Analysis which addresses the remaining concerns from the City's 2nd Review Comment Letter (dated June 1, 2009) shall be submitted and approved by Staff prior to submittal of Construction Documents for Phase I. Additionally, any plans and/or reports which are forced to change as a result of the revised Traffic Impact Analysis shall also be submitted and approved by Staff prior to submittal of Construction Documents for Phase I.

3. The plan approval will expire in one year from date of City Council approval unless a building permit has been issued.

4. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual (GERs) and the City of Avondale Supplement to the MAG Uniform Specifications and Details.

5. All future phases shall follow the approved Phase I Landscape, Photometric, and Site Details plans.

6. A comprehensive sign program which conforms to all requirements of the Three Rivers PAD shall be submitted and approved administratively prior to approval of construction documents for Phase I.

7. At least one point of vehicular cross access between Phase III and Phase I and/or Phase II shall be provided prior to approval of a final site plan for Phase III. The location shall be depicted on the final site plan submitted for Phase II or Phase III.

8. The developer shall meet all applicable requirements of the Public Art Ordinance (Zoning Ordinance Section 11) prior to issuance of a Certificate of Occupancy and/or Certificate of Completion for any building on the site.

9. A re-plat of Three Rivers Commerce Park which dedicates any additional required right-of-way not currently in place shall be approved by the City Council prior to issuance of a building permit.

10. Off-site improvements shall be completed in no more than three phases as depicted on the Master Site Plan.

11. All common landscape areas shall be maintained by the property owner or a property owner's association in accordance with approved landscape plans.

12. No exterior equipment, including but not limited to mechanical equipment and roof ladders, shall be allowed where visible to the public or from an off-site location.

13. Phase IV Office development shall meet standards for "Class A" office construction as commonly understood in the Phoenix Metropolitan Region. All Phase IV buildings shall, at a minimum, include: 1) Interior tenant circulation/corridors to access tenant office spaces; 2) Common tenant/visitor restrooms within the building public space; 3) Large public lobbies and entry areas, featuring upgraded interior finishes and design, used by building tenants and visitors; 4) Internal vertical circulation (elevators and stairs) located in a

common public core area; and 5) Exterior site amenities, such as entrance plazas and common green spaces.

The next step is to submit a revised traffic study which addresses the remaining traffic related concerns as memorialized in Stipulation #2, above. Please take note that any plans which change as a result of revisions to the traffic study must also be submitted to staff for review and approval prior to submittal of construction drawings for the project. Additionally, administrative approval of a Comprehensive Sign Plan and City Council approval of a Final Plat (re-plat) will be required before a building permit can be issued for any building within the commerce park.

It has been a pleasure working with you on this project. Please do not hesitate to contact me; should you need any further assistance, I can be reached at (623) 333-4019.

Sincerely,

Ken Galica
Planner II
Development Services Department

Enclosure:
Approved Master Site Plan, date stamped June 15, 2009
Approved Phase I Final Site Plan, date stamped June 15, 2009
Approved Phase I Landscape Plan, date stamped June 15, 2009
Approved Project Description, date stamped May 13, 2009
Approved Conceptual Grading & Drainage Plan, date stamped June 15, 2009
Approved Conceptual Utility Plan, date stamped June 15, 2009
Approved Building Elevations (Color), date stamped May 13, 2009
Approved Building Elevations (B&W), date stamped May 13, 2009
Approved Site Details Plan (Sheet 1.0), date stamped May 13, 2009
Approved Site Details Plan (Sheet 2.0), date stamped June 15, 2009
Approved Photometric Plan (Sheet ES1.0), date stamped June 15, 2009
Approved Photometric Plan (Sheet ES2.0), date stamped May 13, 2009

City Council Regular Meeting – Excerpts of Meeting Minutes
August 3, 2009

7 MASTER SITE PLAN AND PHASE I FINAL SITE PLAN - THREE RIVERS COMMERCE CENTER - (DR-09-3)

A request from Mr. Adam Valente of Davis Experience on behalf of Michael Blenis of Arizona Land Company for a Master Site Plan approval and Phase I Final Site Plan approval for Three Rivers Commerce Center, a 34.96 acre parcel of land located at the southeast corner of Roosevelt Street and 105th Avenue.

Charlie McClendon, City Manager, introduced Ken Galica, Planner, to present this item.

Ken Galica reviewed the particulars of this item as more particularly described in the council report.

Vice Mayor Weise commented that he likes the project and asked for clarification regarding the use of the outdoor storage area and whether the doors allowed access to semi-tractors trailers for deliveries. Mr. Galica clarified that the PAD limits the type of materials that can be stored in the storage area to no more than the height of the wall.

Mike Edwards, Architect for the project, explained that the doors are not tall enough to accept full height semi-tractor trailers but if a tenant needs such access, a dock will be available for that purpose. He further explained that the design of the development precludes trailers from parking overnight.

Council Member Earp indicated that there is a similar commerce center at the intersection of 99th Avenue and Van Buren that is currently vacant and asked what sets this project apart so that it will not face the same conditions.

Lynn Lagarde or Early, Curley and Lagarde indicated that her clients have developed several projects in the valley that have proven to be successful, but cannot make any guarantees under the current economic conditions. She added that her clients have shown to always ensure that the development is well maintained.

Council Member Earp asked staff to provide some information as to why the development he cited is vacant.

Vice Mayor Weise moved to approve the Master Site Plan and Phase I Final Site Plan for Three Rivers Commerce Center. Council Member Scott seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member McDonald	Aye
Council Member Scott	Aye
Council Member Earp	Aye

Mayor Lopez-Rogers	Aye
Vice Mayor Weise	Aye
Council Member Karlin	Excused
Council Member Buster	Aye

Motion carried 6-0.