

CITY COUNCIL AGENDA

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

WORK SESSION
May 16, 2011
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 GENERAL PLAN 2030 UPDATE

City Council will receive an update on the progress made on the General Plan 2030 effort and provide feedback and direction concerning the work completed to date. Suggestions regarding improving the process are welcomed. For information, discussion and direction only.

3 ADJOURNMENT

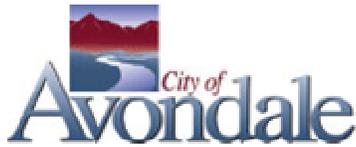
Respectfully submitted,

A handwritten signature in cursive script that reads "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:
General Plan 2030 Update

MEETING DATE:
May 16, 2011

TO: Mayor and Council
FROM: Sue McDermott, Development Services Director/City Engineer (623) 333-4211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that City Council comment and provide direction on the progress of the General Plan Update 2030 with a special focus on the completed draft Themes. Staff will present what has transpired since the last General Plan 2030 presentation to the Council on September 20, 2010. This item is for information, discussion, and direction only.

BACKGROUND:

On September 20, 2010, staff provided an update to City Council regarding the General Plan 2030 process. Information provided at that time included: Citizen Participation activities, General Plan 2030 document status with the completion of the Land Use, Economic Vitality, and Sustainable Development themes, revised schedule, and a discussion regarding the Estrella Foothills Specific Area planned land uses.

Since the last update, staff has been working with the General Plan Advisory Committee (GPAC) and the Technical Advisory Committee (TAC) on the remaining elements/themes of the General Plan and the land use map.

DISCUSSION:

Staff has received correspondence (attached as Exhibit K) from the Lakin family attorney requesting further participation in the planning of the southern area of the city as it relates to their property. Under advisement of the City Attorney, staff has agreed to provide additional time in the planning process to participate with the property owner and further analyze the Riverwalk land use category, as well as others with respect to the Lakin Ranch property and the Durango Regional Conveyance Channel (DRCC). In order to do this in a timely manner and keep the General Plan Update on schedule, under advisement of the City Attorney, staff believes it is best to address the land uses with the General Plan Update. In addition, during the General Plan update process staff will re-evaluate the land uses previously proposed in the Estrella Foothills draft plan in conjunction with the Transportation Plan update, and consider any needed land use changes with respect to the Lakin properties.

In keeping with the City Council's vision for the area; to retain the spectacular views, open space, low density, executive-type homes with a mix of outdoor activities, sports and entertainment, and corporate office, staff will continue to work with the property owner to ensure the vision for the area remains. Any changes proposed within this area will be reflected in the draft General Plan Update for City Council to review at a future work session. Staff plans to request a withdrawal of the Estrella Foothills Plan at the June 2011 Planning Commission Meeting.

Citizen Participation

At the commencement of the General Plan 2030 update process, staff indicated that public outreach would be a primary focus. Staff has maintained that focus and continued to reach out to the Avondale community, both residents and businesses alike. Staff has also looked for new ways to disseminate information to the public, for example, through Twitter. The following information summarizes the City's public outreach effort since the last update report:

Specific Events

- City Hall Comes to You: Held September 30, 2010 with Mayor Rogers.
- Resident Appreciation Night: Held October 15, 2010 in Old Town.
- Neighborhood and Family Services Commission Meeting: Held October 27, 2010 in the Agave Conference Room at City Hall.
- HOA Summit: Held November 11, 2010 in the Sonoran Conference Room at City Hall (hosted by the Neighborhood and Family Services Division).
- Community Meetings: Three community meetings were held: October 19, 2010 (Council Chambers at City Hall), February 1, 2011 (Michael Anderson Elementary School Library), and April 26, 2011 (ASC). The final Community Meeting is scheduled for July 19, 2011 at the Public Safety Building #172.
- Meeting with City Clerk: Held January 5, 2011 to coordinate the ballot.
- Tres Rios Nature and Earth Festival: Held March 5 and 6, 2011 at Estrella Mountain Regional Park.
- Citizen's Academy: Held April 28, 2011.
- HOA Summit: Held May 10, 2011.

Ongoing Efforts

- Twitter
- GPAC Meetings held on August 3, 2010, October 5, 2010, December 7, 2010, January 18, 2011, and March 22, 2011 (this was staff's final process meeting with the Committee)
- General Plan Public Outreach and Informational Video distribution
- Avondale NOW Newsletter
- Channel 11 Slides (Exhibit A)
- Press Releases

Document Progress

Most recently, staff has focused its main efforts on the advancement of the draft document. Following compilation and analysis of the community survey, staff confirmed findings with the three previous draft Themes that had been prepared: Land Use (Exhibit B), Economic Vitality (Exhibit C), and Sustainable Development (Exhibit D). These Themes/Elements have been further edited and refined as more Elements/Themes have come online as discussed further herein.

Staff also made a concerted effort to incorporate the main ideas that were expressed since the beginning of the process. One important idea that hit home with many stakeholders was sustainability, as it relates to land use and economic vitality, the environment, and most importantly - the quality of life in Avondale. To become a more sustainable community, General Plan 2030 Update incorporates values of New Urbanism which create better places to live by integrating the various forms of development into a complete community. The concepts of mixed-use and diversity, connectivity, walkability, and increased density as it pertains to transit, and minimal disruption and preservation of the environment are addressed. The General Plan Update will allow Avondale to better manage its growth and focuses on development that encourages transit in all forms, including light rail. In essence, a sustainable community directly and indirectly involves transportation and land

use. Several elements discuss this in the document, specifically the new elements (Growth Element, Transit Oriented Development, Urban Design, and Arts and Heritage).

Since the last update to City Council, staff has prepared the Neighborhoods Theme (Exhibit E), Community Facilities Theme (Exhibit F), Open Space Theme (Exhibit G), Circulation Theme (Exhibit H), and Quality of Life Theme (Exhibit I). Staff has also compiled an extensive list of Implementation Strategies for each Theme (Exhibit J), which will stand alone as its own chapter in the document. Each of these themes and the strategies have been drafted, reviewed by the TAC and GPAC, and following your review will be uploaded to our General Plan Update web site and distributed at further outreach functions.

In summary, the Neighborhoods Theme addresses housing from both new and revitalized community perspectives. The Community Facilities Theme looks at planning for facilities and services necessary to sustain a community, such as infrastructure and water as well as facilities and services that enhance the quality of a community, such as libraries. It also discusses safety within the community in order to plan for the protection of the health, safety, and welfare of the Avondale community. The Open Space Theme addresses open space for the preservation of natural resources, for the managed production of resources, and for outdoor recreation. It plans for the preservation of natural and recreational resources which contribute to the general welfare and quality of life for the residents and to the maintenance of its tourism industry. The Circulation Theme covers planning related to the City's transportation network including non-motorized circulation, and discusses development (Transit Oriented Development or TOD) related to future transit, such as light rail. Avondale is interested in light rail, therefore planning now for future development will balance Avondale's reliance on the automobile with the promotion of transit opportunities. This theme commenced by coordinating with the consultant, Lee and Associates in conjunction with the update of the Transportation Plan.

The Quality of Life Theme, new to the General Plan, includes three elements: Urban Design, Arts and Heritage, and Public Participation. The Urban Design Element is intended to guide physical development towards a desired image that is consistent with the health initiatives, social, economic, and aesthetic values of the City. It discusses the desire to create a healthy community thereby supporting the notions of walkability and transit. The Arts and Heritage Element is intended to build upon the belief that these elements are essential to Avondale's culture and identity, and contribute both intrinsically and economically to life in Avondale. The last element in the Quality of Life Theme is Public Participation, which describes involvement and communication strategies that the City may employ to ensure the greatest opportunity of public participation as Avondale grows.

The General Plan Land Use Map continues to evolve. Updates to properties on the map have been incorporated with respect to current entitlements as well as reflects the City's economic development direction. Staff is also including a preferred alignment for future light rail as transit oriented development is a desirable growth opportunity that has been expressed throughout the process. New land use categories that focus on higher densities for both residential, commercial, and office were created and will be proposed along the light rail alignment. As stated previously, the Estrella Foothills Specific Area Plan will be incorporated into the General Plan Update. The map, land uses, and other relevant information will be folded into this General Plan 2030 update process.

Regarding the overall management of the process, the schedule was updated to reflect the City's Clerk 2012 calendar. The process continues to move forward productively and efficiently. Staff concluded the data-collecting process with the GPAC and the TAC. Each group met regularly to discuss the list of elements by theme and continued to do so until all of the information was covered. Staff included feedback into all of the Elements/Themes as well as prepared Implementation Strategies. These Strategies have replaced the 2002 policies found in each Element/Theme in order to provide the user with an easier means of finding Avondale's development "action items".

Staff's goal is to have each Theme uploaded to the web and available for public comment at the end of May. By the end of this summer, staff will have a final draft of the General Plan 2030 prepared, and will take it through a final round for public comment before it moves into the agency review and public hearing processes.

Schedule

As stated above, staff has worked to meet critical deadlines set at the beginning of the General Plan 2030 update process. The current schedule is as follows:

- First In-house Draft Complete: 06/30/11
- In-house Review: 08/01/11
- Final In-house Draft: 08/29/11
- Joint Work Session: 09/12/11
- Final Draft for 60-day Agency Review: 10/03/11
- 1st Planning Commission Hearing: 02/23/12
- 2nd Planning Commission Hearing: 03/15/12
- City Council Public Hearing for Adoption: 04/02/12
- Election Ballot Preparation Deadline: 05/15/12
- Citywide Vote for Ratification: 08/28/12

RECOMMENDATION:

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

ATTACHMENTS:

Click to download

- 📄 [Exhibit A PowerPoint Presentation Channel 11](#)
- 📄 [Exhibit B Land Use Theme](#)
- 📄 [Exhibit C Economic Vitality Theme](#)
- 📄 [Exhibit D Sustainable Development](#)
- 📄 [Exhibit E Neighborhoods Theme](#)
- 📄 [Exhibit F Community Facilities Theme](#)
- 📄 [Exhibit G Open Space Theme](#)
- 📄 [Exhibit H Circulation Theme](#)
- 📄 [Exhibit I Quality of Life Theme](#)
- 📄 [Exhibit I Quality of Life Theme](#)
- 📄 [Exhibit J Implementation Strategies Theme](#)
- 📄 [Exhibit K Lakin Ranch Ltr req to participate](#)

General Plan 2030

Development Services and Engineering
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:

- | <u>Location</u> | <u>Date/Time</u> |
|--|--|
| <ul style="list-style-type: none">American Sports Center775 North 114th AvenueAvondale, AZ 85323 | April 26, 2011
Tuesday Evening
6:00 PM |
| <ul style="list-style-type: none">Public Safety Building1825 North 107th AvenueAvondale, AZ 85392 | July 19, 2011
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



Land Use Theme

LAND USE ELEMENT

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 wonderful amenities that are conveniently located for use by not only our residents, but by people from our neighboring cities as well.

~~We continue to view the I-10 as a resource for attracting and retaining jobs and retail development to Avondale. With the completion of this facility over a decade ago, we have seen the development of a variety of employment uses along it which serve the nearby Phoenix and not so distant Los Angeles markets.~~

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 ~~some~~ 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 ~~the 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 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 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 will take all possible steps to support their development and expansion needs.

We view Avondale's location amidst the I-10 and Loop-101 freeways as a valuable resource for attracting and retaining jobs and retail development to Avondale. With the completion of these freeways over the past 20 years, doors have been opened to facilitate the development of a variety of commercial and industrial uses which serve not only the Phoenix region, but also the not so distant Los Angeles markets.

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"!

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 for our community. This element is in conformance with ARS § 9-461.06 and prepared 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 I - 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%
<i>Large Lot Residential</i>	5.82%
<i>Medium Density Residential</i>	0.24%
<i>Small Lot Residential</i>	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%

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
<u>Agriculture</u>	<u>18.86%</u>
<u>Vacant/Undeveloped</u>	<u>11.88%</u>
<u>Commercial</u>	<u>3.69%</u>
<u>Residential (Sum of Residential Subcategories)</u>	<u>25.25%</u>
<i>Low Density Single Family Residential</i>	2.89%
<i>Medium Density Single Family Residential</i>	12.96%
<i>Medium High Density Single Family Residential</i>	4.41%
<i>Un-Subdivided Single Family Residential</i>	3.06%
<i>Multi-Family Residential</i>	1.47%
<i>Mobile Home Park</i>	0.46%
<u>Transportation/Right-of-Way</u>	<u>14.37%</u>
<u>Employment/Industrial</u>	<u>6.20%</u>
<u>Open Space (Improved or Unimproved, Excluding Public Parks)</u>	<u>13.44%</u>
<u>Public Parks</u>	<u>0.73%</u>
<u>Public Facilities</u>	<u>5.58%</u>
<u>TOTAL</u>	<u>100.00%</u>

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
<u>Agriculture</u>	<u>-39.08</u>
<u>Vacant/Undeveloped</u>	<u>+1.12</u>
<u>Commercial</u>	<u>+2.98</u>
<u>Residential (Sum or Residential Subcategories)</u>	<u>+11.05</u>
<u>Transportation/Right-of-Way*</u>	<u>+13.25</u>
<u>Employment/Industrial **</u>	<u>+5.33</u>
<u>Open Space (Improved or Unimproved, Excluding Public Parks)</u>	<u>+0.66</u>
<u>Public Parks</u>	<u>+0.45</u>
<u>Public Facilities</u>	<u>+4.24</u>
<p><u>* A comparison of the two tables shows a 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.</u></p> <p><u>** The 1995 data set did not count the mining and landfill operations occurring 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.</u></p>	

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 15 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
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 throughout the City’s history, While the 1990 General Plan anticipates agriculture was still envisioned as to be the most predominant land use (41 percent), the total number of agricultural acres planned for other types of development represents one-third of the existing land use. 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.

Over the past decade, Avondale has captured a significant share of the residential growth that has 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 2020¹. Avondale was the twelfth fastest growing incorporated place 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.

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%		

¹ Department of Economic Security, 2001.

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 Build-out 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
<u>Medium Density Residential</u>	<u>7,652</u>	<u>2,478</u>	<u>5,174</u>
<u>Open Space</u>	<u>2,564</u>	<u>2,710</u>	<u>At/Exceeds Maximum</u>
<u>Low Density Residential</u>	<u>2,161</u>	<u>552</u>	<u>1,609</u>
<u>Employment</u>	<u>1,571</u>	<u>1,185</u>	<u>386</u>
<u>Rural Low Density</u>	<u>1,273</u>	<u>590</u>	<u>683</u>
<u>Commercial/Freeway Commercial</u>	<u>1,503</u>	<u>705</u>	<u>798</u>

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(I)	2000	2005	2010	2015	2020
Region I 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 I 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 I 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

Table 4b – Total Commercial Acres Needed at 25% Lot Coverage					
Capture Rate (Includes Existing Retail)	2000	2005	2010	2015	2020
Region I 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 I Office						
	(000's Sq. Ft.)	32	73	147	336	960
	30%	10	22	44	101	288
	50%	16	37	73	168	480
Region I 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

Employment (industrial/office)	1607
Commercial (retail)	810
Freeway Commercial	809
Mixed Use	575
Total Commercial Acres	3801

Through our General Plan 2012 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.

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 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.~~

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 safe, decent, and affordable 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.~~

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 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.~~

~~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 2012 - Planned Land Uses

Land Use Category	Total Area in Acres	Percent of Total	Maximum Density per Acre	Projected Build-out Population
<u>Rural Low Density Residential</u>	<u>TBD</u>	<u>TBD</u>	<u>1</u>	<u>TBD</u>
<u>Low Density Residential</u>	<u>TBD</u>	<u>TBD</u>	<u>2.5</u>	<u>TBD</u>
<u>Medium Density Residential</u>	<u>TBD</u>	<u>TBD</u>	<u>4</u>	<u>TBD</u>
<u>Medium High Density Residential</u>	<u>TBD</u>	<u>TBD</u>	<u>12</u>	<u>TBD</u>
<u>High Density Residential</u>	<u>TBD</u>	<u>TBD</u>	<u>No Maximum**</u>	<u>TBD</u>
<u>Regional Commercial</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Local Commercial</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Central Business District</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Mixed Use</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Office</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Business Park</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Industrial</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Public/Civic</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Institutional</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Open Space/Parks</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>City Center *</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
<u>Estrella Foothills *</u>	<u>TBD</u>	<u>TBD</u>		<u>TBD</u>
TOTAL	19,122			
<p>* The City Center and Estrella Foothills Specific Plan Areas contain additional land use subcategories identified within the Specific Plan applicable to each area. Because both Specific Plans stress vertical mixed use development and contain several different residential target densities, projecting a population at build-out is not possible at this time.</p> <p>** For the purposes of projecting build-out 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.</p>				

The General Plan 2012 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 Objectives, and Policies

I. 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.

Avondale provides employment and housing options for a diverse socioeconomic population. Residents have stated their wish to carry this diversity forward.

- A. Objective: Plan for unique revenue generating sports and entertainment themed land uses within proximity to the Phoenix International Raceway Preserve the vitality of existing neighborhoods.
- 1) Policy: Encourage rehabilitation of older neighborhoods such as Las Ligas, Fashion and Central Avondale.
 - 2) Policy: Continue to promote the rehabilitation of substandard housing stock.

- 3) ~~Policy: Continue City revitalization efforts and programs.~~
- 4) ~~Policy: Continue to encourage the development of unique areas within the City.~~
- 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 ~~Provide a range of development types and densities for current and future residents.~~
 - 1) ~~Policy: Within all subdivisions over 40 acres and all Planned Area Developments, require at least three different lot sizes, with no one lot size less than 20% or more than 40% of the total lots.~~
- C. Objective: Diversify Avondale's housing stock by providing for varied residential types with an emphasis on large lot development ~~Encourage a mix of land uses within large-scale residential communities (e.g., single-family, multi-family, office and commercial).~~
 - 1) ~~Policy: Ensure that multi-family housing units as a percent of total residential development in Avondale is appropriate to the needs of the community.~~
- D. Objective: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale ~~Provide adequate locations for multi-family and single-family development.~~
 - 1) ~~Policy: To support South Core retail development, require that at least 25% of all housing in the South core (located at 115th Avenue and Broadway Road) is at a net density of ten (10) dwelling units per acre or more.~~
- E. Objective: Consider adaptive reuse of existing vacant buildings.

2. GOAL: HONOR THE UNIQUE CHARACTER OF THE OLD TOWN DISTRICT. ENSURE LAND USES MEET THE LONG-TERM SOCIAL AND ECONOMIC GOALS OF THE COMMUNITY.

Avondale is changing rapidly. It must assure that as it develops, it considers the long-term benefits of land use designations and changes.

- 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 ~~Provide continuity in land use planning and development.~~
 - 1) ~~Policy: Continue to implement the North Avondale Specific Plan, the Freeway Corridor Specific Plan and the City of Avondale Tres Rios Greenway Specific Plan.~~
 - 2) ~~Policy: Develop a Specific Plan for the Avondale Planning Area south of the Estrella Mountains by the year 2005 to accommodate future residential housing demand.~~

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

The previous table serves as a strong indicator on which land use categories the City has adequately planned 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.

General Plan 2012 Land Use Map

Between the 1990 and 2002 General Plans, Avondale captured a significant share of the residential growth that occurred in the Phoenix metropolitan area. 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.

- 3) ~~Policy: Develop a specific plan for the South Core Area located at I-15th Avenue and Broadway Road.~~
 - 4) ~~Policy: Develop a Specific Plan for the reuse of the current 4th Street City-owned site as a mixed-use center that is connected to the Agua Fria River.~~
- B. Objective: Utilize public and private spaces within Old Town to increase pedestrian activity. ~~Transition to lower residential densities south of Lower Buckeye Road.~~
- 1) ~~Policy: Negotiate the density (in conformance with the 2002 Plan Land Use Map) of residential development south of Lower Buckeye Road during the development review process.~~
- 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. 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.
- 1) ~~Policy: Maintain the 2002 Plan Land Use map so that it depicts the type and intensity of land uses permitted in Avondale and identifies areas for varying residential life styles, business activities, open space areas, and public uses.~~
 - 2) ~~Policy: Revise and update adopted specific plans to be in conformance with this plan.~~
 - 3) ~~Policy: Revise and update the zoning ordinance to be in conformance with this plan.~~
- 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.

As our community develops, some new land uses may inevitably conflict with existing uses. This goal contains objectives and policies to minimize conflicts between land uses.

- 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. ~~Reduce conflicts between land uses.~~
- 1) ~~Policy: Discourage residential development in areas of high noise (above 60 decibels DNL).~~
 - 2) ~~Policy: Require at least 100' between 69KV and less power lines (except those that directly serve residences) and residential development. Require at least at 200' buffer between power lines greater than 69KV.~~
 - 3) ~~Policy: Enforce the zoning ordinance to prohibit the location of uses within or adjacent to existing neighborhoods that are incompatible with residential uses~~

~~or that could negatively impact the safety or health of its residents or the scale of design and development.~~

- ~~4) Policy: Revise the zoning ordinance to require adequate spacing between residential and non-residential uses.~~
- ~~5) Policy: Revise the zoning ordinance to require adequate open space buffers between multi-family and low density residential land uses.~~
- ~~6) Policy: Revise the zoning ordinance to require adequate buffers between residential and non-residential uses.~~

B. Objective: Provide for larger home sites and encourage custom home developments in order to attract executive level professionals to live in Avondale. 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.

- ~~1) Policy: Allow the development of airport-related industrial uses, utility substations, utility corridors in appropriate locations, and provide buffers and transitions between them and other uses.~~

C. Objective: Encourage a mix of uses and amenities 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. Plan land uses in a manner that is sensitive to existing agricultural operations.

- ~~1) Policy: Revise the zoning ordinance to require buffer areas between new residential development and existing agricultural operations.~~
- ~~2) Policy: Encourage the use of large lot housing to buffer residential development from agricultural operations.~~
- ~~3) Policy: Require developer disclosure regarding the potential noise, dust and odors produced by agriculture for new home buyers in developments next to existing agricultural operations.~~
- ~~4) Policy: Educate citizens about the benefits and potential impacts of agricultural development with signs, articles in City newsletters, and through the media.~~

D. Objective: Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.

4. GOAL: ENSURE ALL LAND USE DECISIONS MEET THE LONG-TERM SOCIAL AND ECONOMIC GOALS OF THE COMMUNITY. ENCOURAGE DEVELOPMENT PATTERNS THAT USE LAND IN AN EFFICIENT AND SUSTAINABLE MANNER.

~~The development of vacant parcels in developed areas can contribute to the efficient use of infrastructure and neighborhood stability. Both new and infill development should be compatible with the surrounding area and natural environment.~~

- A. Objective: Encourage annexations that benefit the quality of life for Avondale residents and are in the best interest of the City. Identify infill sites and develop policies and programs that result in their development.
- 1) ~~Policy: Continue to implement the Avondale Infill Incentive Plan, Ordinance 758-00.~~
 - 2) ~~Policy: Investigate additional incentives to promote commercial and residential infill development.~~
 - 3) ~~Policy: When appropriate and feasible, continue to work with organizations such as the Neighborhood Housing Services of Southwest Maricopa County and Habitat for Humanity to promote the construction of development on vacant lots in developed neighborhoods.~~
 - 4) ~~Policy: Form a task force composed of City staff to identify sites that are obsolescent in design or function and work with property owners on their reuse or rehabilitation.~~
- 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. Encourage land uses and design that are sensitive to the natural and built environment.
- 1) ~~Policy: Ensure that all new development within the City conforms to all applicable provisions of the 2002 Plan.~~
 - 2) ~~Policy: Enhance policies for development within areas subject to flooding.~~
 - 3) ~~Policy: Update and expand design standards or guidelines for commercial, employment and residential uses.~~
 - 4) ~~Policy: Continue to implement the urban design recommendations in the Avondale Business Core Redevelopment Implementation Plan, December 1999.~~
 - 5) ~~Policy: Develop and apply a hillside ordinance to protect ridgelines and steep slopes.~~
- 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.

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. PLAN FOR THE FUTURE OF ACTIVE AND PLANNED MINING SITES.

- A. Objective: Minimize negative impacts to the natural environment and protect the areas in and around the Estrella Mountain Regional Park. Mitigate the impact of mining sites during their operation and following their eventual closure.
- 1) ~~Policy: Discourage mining in areas that are environmentally sensitive, in close proximity to residential development, and have open space value.~~

- 2) ~~Policy: Actively review and comment on proposals to expand or close and reclaim mineral extraction sites along the Agua Fria, Salt, and Gila Rivers.~~
 - 3) ~~Policy: Work with the State and the Flood Control District of Maricopa County to monitor the impact of mines on waterways and the environment.~~
 - 4) ~~Policy: Encourage mining operations to prepare mitigation plans that demonstrate how the mining site will be converted to another use after operations cease, and require mining operations to implement the mitigation plans.~~
- B. Objective: Encourage land uses and design of buildings to capture the spirit of the City's natural surroundings, such as the Estrella Mountains and the Gila River.
 - 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.
 - 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: PROMOTE REGIONAL LAND USE PLANNING AND COORDINATION WITH NEIGHBORING COMMUNITIES IN ORDER TO DEVELOP AND MAINTAIN PROVIDE MORE SUSTAINABLE LAND USE PATTERNS.

~~Neighboring communities are developing along with Avondale. By engaging in planning with our neighbors we can avoid land use conflicts across jurisdictional boundaries.~~

- A. Objective: Coordinate with external ~~other~~ entities, surrounding jurisdictions, and state and federal agencies to address issues of regional concern.
 - 1) ~~Policy: Plan for the annexation of unincorporated land within the City's borders, in order to ensure that the area is developed and maintained in accordance with City goals and policies.~~
 - 2) ~~Policy: Continue to participate in the Maricopa Association of Governments (MAG) enhanced notification program, and the MAG Population Technical Advisory Committee.~~
 - 3) ~~Policy: Coordinate with Goodyear, Phoenix, Tolleson and Maricopa County regarding land use and transportation along Avondale's borders.~~
 - 4) ~~Policy: Coordinate with Maricopa County and other jurisdictions in the implementation of the 2002 Plan.~~
 - 5) ~~Policy: Work with the State Land Department to ensure that plans prepared for State Trust Lands are integrated into and support the goals of the 2002 Plan and other adopted plans and policies.~~

- 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 Governments to assist in regional planning studies.

7. GOAL: PLAN FOR EDUCATIONAL FACILITY LOCATIONS 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.~~
 - 1) ~~Policy: Notify the appropriate school district and local school principal of all rezoning requests that are within 1/2 mile of an existing or planned school.~~
 - 2) ~~Policy: Require that, as a condition of a rezoning application, all residential development notify the appropriate school district of the density, number and timing of the proposed development. Also, require that a letter from the school district that acknowledges it is aware of the extent, density and intensity of the proposal be submitted with the rezoning request.~~
 - 3) ~~Policy: Obtain and maintain a current list of existing and planned schools and school sites within Avondale.~~
 - 4) ~~Policy: Through the rezoning and development process, work with the appropriate school district to encourage, at minimal cost to the City and school district, locations for school sites that will be needed to serve development in the South Core area.~~
 - 5) ~~Policy: Require that all school sites in Avondale meet the standards defined in the Southwest Schools Compact signed by the City.~~
- B. Objective: Strategically locate school sites so that they serve as the nucleus of new neighborhoods and master planned communities.
- C. Objective: Plan for the expansion of Estrella Mountain Community College and identify locations for additional institutions of higher learning within the city.

8. GOAL: SUPPORT MIXED USE LAND USE PATTERNS THAT INCREASE TRANSIT AND PEDESTRIAN ORIENTED DEVELOPMENT WITHIN SPECIFIC AND APPROPRIATE AREAS OF THE CITY ANNEXATIONS THAT WILL BENEFIT THE QUALITY OF LIFE OF AVONDALE RESIDENTS.

- A. Objective: Plan for future commuter rail adjacent to MC-85/Main Street/Buckeye Road. Encourage annexations that benefit the quality of life for Avondale residents and do not result in a net revenue decrease to the City.

- ~~1) Policy: Require annexation plans to include a statement of future land use proposed for the annexation and an assessment of the impacts of the current annexation area land use and future land uses proposed for the annexation on City services and infrastructure, traffic, revenues, planned and existing schools, and parks, arts, culture and recreation facilities.~~
 - ~~2) Policy: Require undeveloped, newly annexed areas to provide a bond or other payment to the City for the cost of new roads, sewers, or other infrastructure associated with the development proposed for the annexation area.~~
- 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.

General Plan 2012 Land Use Categories and Land Use Map ~~2002 Plan Map~~ Land Use Categories

The General Plan 2012 ~~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 General Plan 2012 ~~2002 Plan~~ Map do not change existing zoning, and the General Plan 2012 ~~2002 Plan~~ Land Use Map is not a zoning map. Zoning, which is regulated by ordinance, is an implementation tool of the ~~2002 Plan~~ General Plan 2012. 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~~ General Plan 2012 Land Use Map. Adoption, re-adoption, and amendments to General Plan 2012 ~~the 2002 Plan~~ do not change the current zoning of property.

The land uses shown on the ~~2002 Plan~~ General Plan 2012 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 General Plan 2012 ~~2002 Plan~~ 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.

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; provisions 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 0—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 horse privileges or livestock may be a part of the character. Churches, parks and, equestrian trails, open spaces, and public facilities are permitted in this land use category.

Category: Estate/Low Density Residential (up to 1— 2.5 DU/ per acre, Target Density = 1 DU/ac)

Estate/Low density is residential land that will contain densities that range between 1 to 2-1/2 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 and, 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 DU/ac)

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 spaces amenities, and public facilities are permitted in this category. Limited neighborhood scale non-residential uses on a maximum of 5 acres may be established subject to appropriate design and location standards.

Category: Medium/High Density Residential (4 to 8 12 DU/per acre, Target Density = 4 DU/ac)

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 and

~~detached, condominiums, and patio homes, casitas, or town-home 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 and encourage resident interaction. This level of intensity should promote a village environment with easy access to goods and services, business, and recreation. Churches, parks and open spaces and public facilities are permitted in this land use 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 (12 to 30 DU per acre, Target Density = 12)

High density is residential land that will contain densities up to 30 dwelling units per acre. 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, transit or other multi-modal amenities. This level of intensity should promote a village environment with easy access to goods and services, business and recreation.

Multi-Family Residential (12+ DU/ac, Target Density = 12 DU/ac)

~~Multi-Family residential includes land uses with densities greater than 12 units per acre. The types of developments appropriate to this land use include apartment, condominium, patio home, and town-home development. Churches, parks and open spaces and public facilities are permitted in this land use category.~~

Category: Urban Residential (30+ DU per acre)

Urban Residential is residential land that will contain more than 30 dwelling units per acre. These residences are both attached and stacked, and may be part of a mixed-use development. This level of intensity should either provide or have access to nearby open space, transit, and other multi-modal amenities. Proximity to employment, entertainment and pedestrian activities in this land use will encourage interaction and create an urban environment.

Open Space

~~Open space is planned to set aside areas of active and passive recreation for Avondale residents and to preserve areas of critical natural habitat.~~

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: Urban Commercial

The Urban Commercial Land Use is intended to facilitate the development of compact commercial/employment centers adjacent to proposed Light Rail Transit (LRT) routes. Development in this designation will be designed to promote pedestrian access to LRT stations and overall pedestrian walkability between adjacent developments. Uses allowed in this designation consist of retail, professional and medical office, hotel, and personal service uses. Additionally, residential units may be built on upper floors on property with this designation if commercial/employment uses are built on the ground floor as part of the same development project. The desired form of development is three to eight story buildings and must be predominantly served by structured parking.

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 five 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 Avenue.

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, and encouragement of alternative modes of transportation.

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: High Intensity Office

The High Intensity Office land use category allows for multi-story Class A office developments with a minimum floor area ratio of 1.1. Users can include corporate offices, professional offices, hospitals, and medical offices associated with hospitals. Retail, restaurant, and service uses located at street level of multi-story office developments are allowed if limited to five percent (5%) or less of the total floor area of a project. High intensity office developments will be located in highly visible locations adjacent to freeways and will exhibit extraordinary site, building, and landscape design. Primary parking will be structured and plazas and other open spaces will be provided for use of employees and visitors to the development.

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 and 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, or Buckeye Irrigation District for the promotion of public 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

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 and 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 I. 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.~~

Maps
2012 Land Use Map

DRAFT

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 Vitality 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.

Introduction

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 high 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. Early in the General Plan 2030 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.

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.

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 15 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 a 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 Boulevard and Van Buren Street will also provide opportunities for a mix of uses to include retail, service, sports, entertainment, professional offices, and urban residential.

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 0.20 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 should leverage its geographic location and proximity to California and its port city of Long Beach. With Avondale’s accessibility to the I-10, this will serve as a benefit in positioning the City to serve the Phoenix market as well as larger markets all over the southwestern United States, and also compete on an international level.

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, Transit Oriented Development, 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) and the Arizona Commerce Authority, 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.

During the 2011 session, the state legislature passed the Arizona Competitiveness Package which creates many new economic development programs. These programs greatly improve the "toolbox" currently available for business attraction and retention efforts across the state. The following is a brief summary of the major programs of the Arizona Competitiveness Package:

Arizona Competes Fund

This has also been labeled the "Deal Closing Fund." The Arizona Competes Fund will generate dollars for investment in business projects that stimulate and promote industries that provide stable, high-wage jobs. The program will be funded through increases in corporate income tax withholding, and capped at \$25 million.

Quality Jobs Tax Credit

Replace Arizona's expiring Enterprise Zone Program with a new statewide Quality Jobs Tax Credit for new job creation statewide. This tax credit is performance based on **net new job creation** with discreet eligibility qualifications for urban and rural businesses. Tax credit for each new qualified job created is **\$3,000 per year for three years** and is limited to 400 jobs per employer per year.

100% Sales Factor

Increases the electable sales factor in equal increments for multi-state corporations from 80% to 100% between FY 2014 and FY 2017. A corporation that conducts business both in-state and out-of-state must apportion its income from business activity based on the ratio of property, payroll, and sales in Arizona compared to the corporation's property, payroll, and sales everywhere.

Corporate Income Tax

Reduces in equal increments the corporate income tax rate from 6.97% to below 4.9%, between FY 2014 and FY 2017.

Property Tax Reform

Personal Property: Accelerated Depreciation - Accelerates depreciation schedules for prospective acquisitions of commercial personal property.

Personal Property Exemption - Increases the exemption on personal property from the current \$67,000 in Tax Year 2010 to \$79,000 in Tax Year 2011 by using the **Employment Cost Index (ECI)** rather than the **Gross Domestic Product Implicit Price Deflator (GDP IPD)**.

Commercial Property: Reduces the commercial property assessment ratio to 18%.
Increases in the Homeowners Rebate to offset change in the assessment ratio.

Angel Tax Credit/Capital Gains

- **Increases** the eligibility criteria for the Angel Investment Tax Credit for a qualified small business from \$2 million to \$10 million in total assets.
- **Eliminates** the capital gains tax on income derived from investments in qualified small businesses that have been certified by the Arizona Commerce Authority.
- **Decreases** long-term capital gains (investments held longer than a year).

R&D Tax Credit

Arizona provides a tax credit for investments in research and development in excess of expenditures from the previous year. The existing program provides a state tax credit between 15% and 24% of qualified R&D expenses, depending on the level of the increase. The Arizona Competitiveness Package legislation enhances the tax credit by 10% if increased R&D expenditures are made in cooperation with an Arizona university. The enhancement to the program is capped at \$10 million in tax credits per year, which will represent an increase in \$100 million of research conducted in partnership with our public universities.

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%.

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 from 2005 to 2009 in Avondale was 28.6 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 33% of the population under the age of 18, 10% between the ages of 18-24, and 34% between the ages of 25 and 44. This relatively young population, coupled with our residents' higher educational attainment (according to the US Census and other sources, numbers increased significantly between 1990 and 2000 for high school diplomas, college, and bachelor or higher degrees) provides a youthful and increasingly educated work force. Table 6 describes the age distribution of our population.

<u>Table 6</u>	<u>Avondale</u>		<u>Maricopa County</u>	
	<u>1990</u>	<u>2000</u>	<u>1990</u>	<u>2000</u>
<u>Age</u>				
<u>Less than 15</u>	<u>30.9%</u>	<u>30.1%</u>	<u>22.3%</u>	<u>22.4%</u>
<u>15-24</u>	<u>16.8%</u>	<u>15.3%</u>	<u>14.4%</u>	<u>13.3%</u>
<u>25-34</u>	<u>17.2%</u>	<u>14.7%</u>	<u>18.6%</u>	<u>14.2%</u>
<u>35-44</u>	<u>12.4%</u>	<u>15.6%</u>	<u>14.8%</u>	<u>16.1%</u>
<u>45-54</u>	<u>9.7%</u>	<u>11.9%</u>	<u>9.8%</u>	<u>13.3%</u>
<u>55-64</u>	<u>6.1%</u>	<u>6.8%</u>	<u>7.7%</u>	<u>8.3%</u>
<u>65-74</u>	<u>4.5%</u>	<u>3.2%</u>	<u>7.4%</u>	<u>6.4%</u>
<u>75 or more</u>	<u>2.5%</u>	<u>2.3%</u>	<u>5.1%</u>	<u>6.0%</u>
<u>Median Age</u>	<u>26.2</u>	<u>28.1</u>	<u>32.1</u>	<u>35.0</u>

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.

From 2005 to 2009, for the employed population 16 years and older, the leading industries in Avondale were educational services, health care, and social services at 19% and retail trade at 13%. Among the most common occupations were sales and office occupations at 30% and management, professional, and related occupations at 29%.

In 2006, 12 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 (GPEC) in advancing economic development efforts within our community, region, and state.

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.

	Avondale		Maricopa County	
	2000	2009	2000	2009
Executive, Administrative, and Managerial	10.9%	29%	14.4%	
Professional Specialty Occupations	11.7%	=	14.6%	
Technical, Sales, and Administrative Support	29.8%	30%	34.8%	
Services	12.7%	16%	12.7%	
Farming, Forestry, and Fishing	6.1%	1%	2.0%	
Precision Production, Craft, and Repair	13.3%	11%	10.7%	
Machine and Transport Operators	11.1%	13%	7.5%	
Handlers, Equipment Cleaners, Helpers, and Laborers	4.5%	8%	3.2%	

Source: 2000, 2010 Census, Claritas

Income

The City's household median income of \$61, 173 is consistent with the smaller household size for the City, and higher than the county average of \$55,223.

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 76,000 and is expected to reach 123,000 by year 2030. Our City has increased in population by 35,883 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.

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. Avondale's median age is substantially lower than that of the County as a whole. The City is home to a particularly large proportion of young people (with 30% of the population under the age of 15 and another 15% 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.

	Avondale		Maricopa County	
Age	1990	2000	1990	2000
Less than 15	30.9%	30.1%	22.3%	22.4%

15-24	16.8%	15.3%	14.4%	13.3%
25-34	17.2%	14.7%	18.6%	14.2%
35-44	12.4%	15.6%	14.8%	16.1%
45-54	9.7%	11.9%	9.8%	13.3%
55-64	6.1%	6.8%	7.7%	8.3%
65-74	4.5%	3.2%	7.4%	6.4%
75 or More	2.5%	2.3%	5.1%	6.0%
Median Age	26.2	28.1	32.1	35.0

Source: 1990 Census, Claritas

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, 1995 to 2000

Avondale	1995	1996	1997	1998	1999	2000	Annualized Growth
Labor Force	8,052	8,266	8,191	8,539	9,007	9,122	2.5%
Employment	7,523	7,688	7,721	8,097	8,493	8,671	2.9%
Unemployment Rate	6.6%	7.0%	5.7%	5.2%	5.7%	4.9%	
Maricopa County	1995	1996	1997	1998	1999	2000	Annualized Growth
Labor Force	1,348,327	1,381,143	1,377,278	1,439,936	1,514,859	1,540,248	2.7%
Employment	1,302,352	1,330,929	1,336,466	1,401,556	1,470,172	1,501,035	2.9%
Unemployment Rate	3.4%	3.6%	3.0%	2.7%	2.9%	2.5%	

Source: Arizona Department of Economic Security

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
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	1990	2000	1990	2000
Executive, Administrative, and Managerial	7.7%	10.9%	13.7%	14.4%
Professional Specialty Occupations	10.2%	11.7%	14.2%	14.6%
Technical, Sales, and Administrative Support	26.4%	29.8%	34.7%	34.8%
Services	16.8%	12.7%	13.3%	12.7%
Farming, Forestry, and Fishing	6.6%	6.1%	1.9%	2.0%
Precision Production, Craft, and Repair	13.1%	13.3%	11.0%	10.7%
Machine and Transport Operators	12.9%	11.1%	7.8%	7.5%
Handlers, Equipment Cleaners, Helpers, and Laborers	6.2%	4.5%	3.4%	3.2%

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.

Goals, and Objectives and Policies

I. GOAL: PLAN LAND USES TO SUPPORT A DIVERSE RANGE OF SUSTAINABLE ECONOMIC OPPORTUNITY.

Agricultural employment and low skill jobs are decreasing in Avondale, while skilled employment types are increasing. We should plan for and promote a range of employment types.

- A. Objective: 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.
- B. Objective: Identify and reserve locations in the planning area south of and along the Gila River for resort development.
- C. Objective: 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.

I. 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 an 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: CONTINUE TO PARTICIPATE IN REGIONAL ECONOMIC DEVELOPMENT EFFORTS.~~

~~Several regional efforts to promote economic development on the west side are underway. Participation in these efforts will result in additional economic opportunities for Avondale.~~

- ~~A. Objective: Cooperate with other West Valley Communities and the County in promoting the benefits of doing business in the West Valley.~~
- ~~B. Objective: Encourage development that will increase the City’s sales tax revenues.~~
- ~~C. Objective: Enhance the purchasing power of Avondale residents.~~
- ~~D. Objective: Encourage a diversity of employment types to provide protection against market fluctuations in certain sectors of the economy.~~
- ~~E. Objective: Encourage the promotion of arts and cultural activities within Avondale to attract tourists to the City.~~

2. 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.

3. 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.

4. 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.

5. 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.

6. GOAL: IMPLEMENT REVITALIZATION ACTIVITIES TO ENHANCE THE CITY'S ECONOMY AND SENSE OF PLACE.

- A. Objective: Collaborate with the City of 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.

7. 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.

8. 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.

9. 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.

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.

DRAFT

Economic Vitality Theme

GROWTH AREA ELEMENT

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 help to focus the City's resources on those parts of the City where they will be most appropriate for future development **such as 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. This element identifies and describes where we Avondale expects to encourage the most intense development to occur, and where we expect the most intense use of City services and infrastructure is expected.

Past, Present and Future Trends

Our City has increased in population by nearly ~~20,000~~ 40,355 new residents between 2000 and 2010. 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~~ nearby communities.

Place	1990- 2000 Population	2000 2010 Population	Numerical Change	Rank ¹	Percent Change	Rank ²
Avondale	16,169 <u>35,883</u>	35,883 <u>76,238</u>	<u>40,355</u>			
Goodyear	6,258 <u>18,911</u>	18,911 <u>65,275</u>	<u>46,364</u>			
Litchfield Park	3,303 <u>3,810</u>	3,810 <u>5,476</u>	<u>1,666</u>			
Tolleson	4,434 <u>4,974</u>	4,974 <u>6,545</u>	<u>1,571</u>			

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

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

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. 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.

Growth Areas

The growth areas identified in this plan are defined as areas appropriate for intense employment, retail, ~~or~~ and transit oriented mixed-use developments that are supported by high-volume transportation infrastructure and superior access. The areas along Avondale Boulevard, 99th Avenue north of the I-10 freeway, McDowell Road, Van Buren Street, Roosevelt 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 is expected.

As we continue to strive to provide jobs and shopping opportunities for our residents, we have identified other areas that ~~we believe would be~~ are appropriate locations for intense employment and mixed use. 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, sports center, stadium or large employment or retail facility, airport, transit center, 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.

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/99 th Avenue	Transit oriented , high intensity office and employment, freeway commercial and retail uses adjacent to the I-10; freeway commercial, mixed-use and industrial park/specialty support along 99 th Avenue.
Airport Growth Area	Airport support and airport-related office and service uses.
South Core	Medium intensity commercial and employment uses and low , medium and high density residential uses.
Phoenix International Raceway	Raceway related tourist service and retail, sports and entertainment .

In addition to the growth areas identified in this section, other areas of Avondale are appropriate for intense development and redevelopment/revitalization. These areas include the Avondale business core identified in the City of Avondale Redevelopment Implementation 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, 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.~~

Goals and Objectives and Policies

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

- A. Objective: ~~Amend~~ Monitor the Freeway Corridor Specific Plan to protect existing and future business locations from residential encroachment.
- B. Objective: Designate ideal locations for future transit stops and high intensity mixed use developments.
- C. Objective: Discourage residential uses unless they are part of a mixed-use development adjacent to I-10.
- D. Objective: Encourage the development of growth areas identified in this ~~2002~~ 2012 Plan through zoning and other practical and affordable mechanisms.

2. GOAL: ENCOURAGE ECONOMIC DIVERSITY WITHIN GROWTH AREAS.

- A. Objective: Encourage different economic foci in each growth area.
- B. Objective: Encourage high-intensity, high-design profile commercial, employment, and residential development in the City Center Area.

3. GOAL: PARTNER WITH MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) 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 transit oriented development (TOD).

DRAFT

Economic Vitality Theme

COST OF DEVELOPMENT ELEMENT

Preface Introduction

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 general fund sales tax collections (which historically account for between one 43% and 56% ~~quarter and one third~~ of all general fund revenues) have increased at an average annualized growth rate of ~~19.6%~~ 18% since fiscal year (FY) 2001. (See Table II). The City also collects a total of 1.0% in voter approved dedicated sales taxes for public safety and specific capital costs, for which the activity of each tax is recorded in separate funds.

	FY01	FY05²	FY08/FY09 FY10	Annualized Growth
	\$		\$37,549,019 ('08)	
Sales Tax Revenues	7,263,241	\$34,955,607	\$32,613,973 ('09)	
			7.4% ('05-'08)	
Percent Change	19.6%	38%	-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

Table II – Increases in City Sales Tax Revenues, FY91 to FY01-FY 01-10¹

	FY91-FY 01	FY96-FY05	FY01-FY10	Annualized Growth
Sales Tax Revenues	-\$ 1,196,601	\$ 2,729,961	\$ 7,183,660	19.6%
Percent Change		56.2%	62.0%	

Table II – Increases in City Sales Tax Revenues, FY01 to FY09-FY10¹

	FY01	FY05	FY10	Annualized Growth
General Fund Sales Tax ¹	<u>\$ 7,263,241</u>	<u>\$23,791,581</u>	<u>\$19,091,736</u>	
Change in Sales Tax Revenues		<u>\$16,528,340</u>	<u>(\$4,699,845)</u>	
General Fund Percent Change		<u>228%</u>	<u>-20%</u>	<u>18%</u>
Water/Sewer/Streets Capital Sales Tax ²	<u>\$0</u>	<u>\$6,111,199</u>	<u>\$5,286,344</u>	
Public Safety Sales Tax ³	<u>\$0</u>	<u>\$6,052,826</u>	<u>\$5,286,451</u>	
Total City Sales Tax	<u>\$7,263,241</u>	<u>\$35,955,607</u>	<u>\$29,664,531</u>	
Change in Sales Tax Revenue		<u>\$28,692,366</u>	<u>(\$6,291,076)</u>	
Total Sale Tax Percent Change		<u>395%</u>	<u>-17%</u>	<u>34%</u>

Note: 1.

1. Fiscal year ends in the year listed, for example FY 01 begins July 1, 2000.
2. The General Fund Sales tax rate is 1.5%
3. Dedicated Capital Sales Tax 0.5% effective 7/1/2001
4. Dedicated Public Safety Sales Tax 0.5% effective 1/1/2004

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 December 18, 2006. 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.

Goals, and Objectives, and Policies

I. 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 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 ~~Diversify City revenue streams.~~
- D. Objective: Optimize the use of City resources in the long-term ~~Execute appropriate strategies for redevelopment and enhance existing service delivery for City residents.~~
- E. Objective: Encourage development that will increase the City's sales tax revenues ~~Optimize the use of City resources in the long term.~~
- 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 ~~Protect the City's retail tax base and prevent sales tax leakage.~~
- 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.

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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.

Sustainable Development Theme

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. 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 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 impact 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

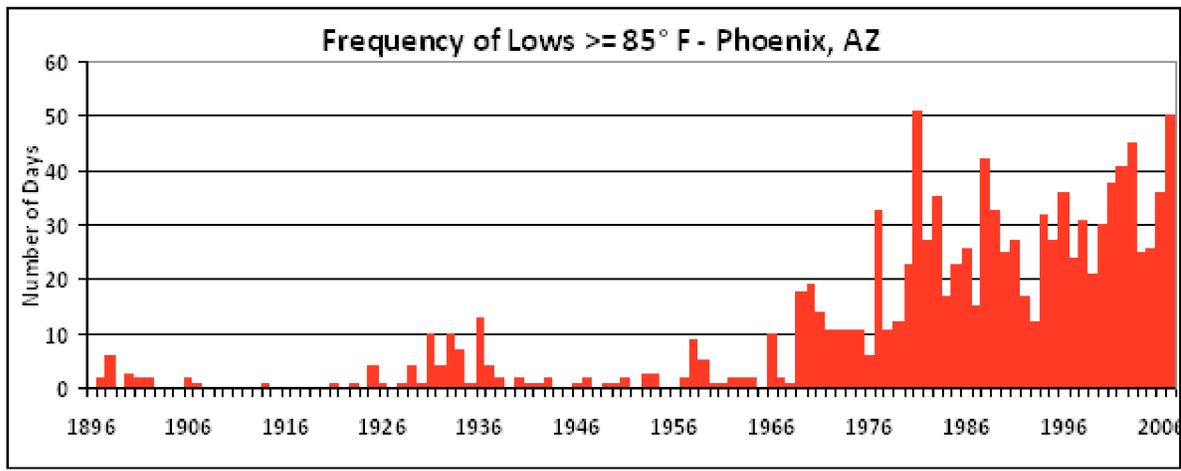
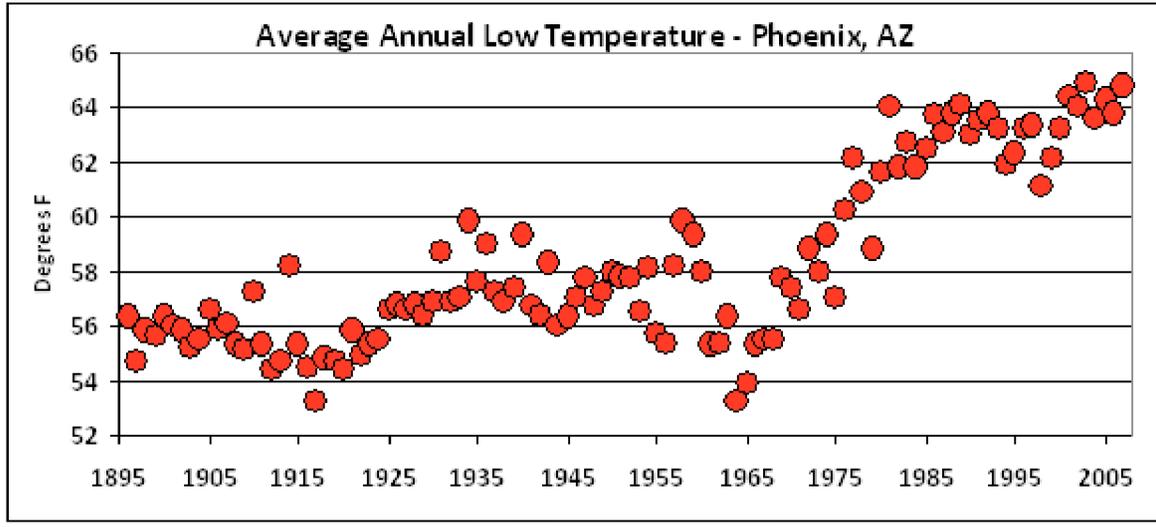
Average annual low temperatures in the Valley have shown a marked increase in the last 40 years coinciding with increased population and urbanization. Concrete retains heat so it stays warmer longer in the evenings and overnight. The impacts of these higher low temperatures include increased energy consumption,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

extended use of air conditioning. 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.

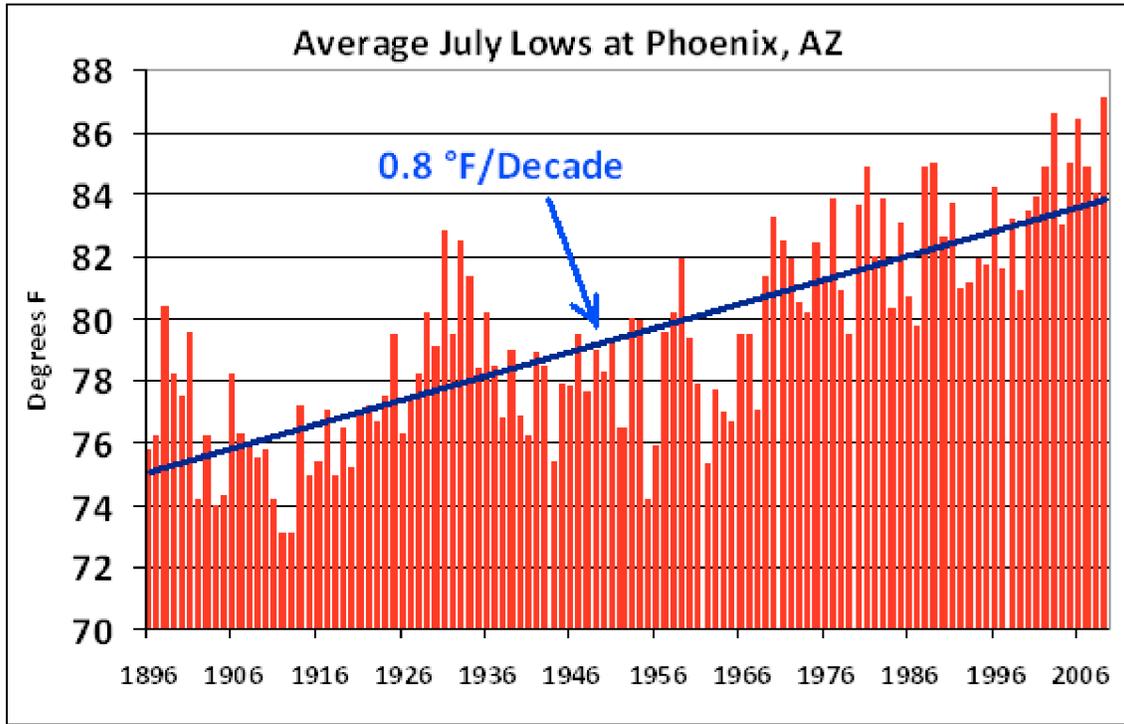
¹ White House press release May 5, 2009

² National Weather Service Forecast Office, Phoenix Historical Data

³ Arizona Department of Water Resources, Water Atlas, Active Management Areas, Climate



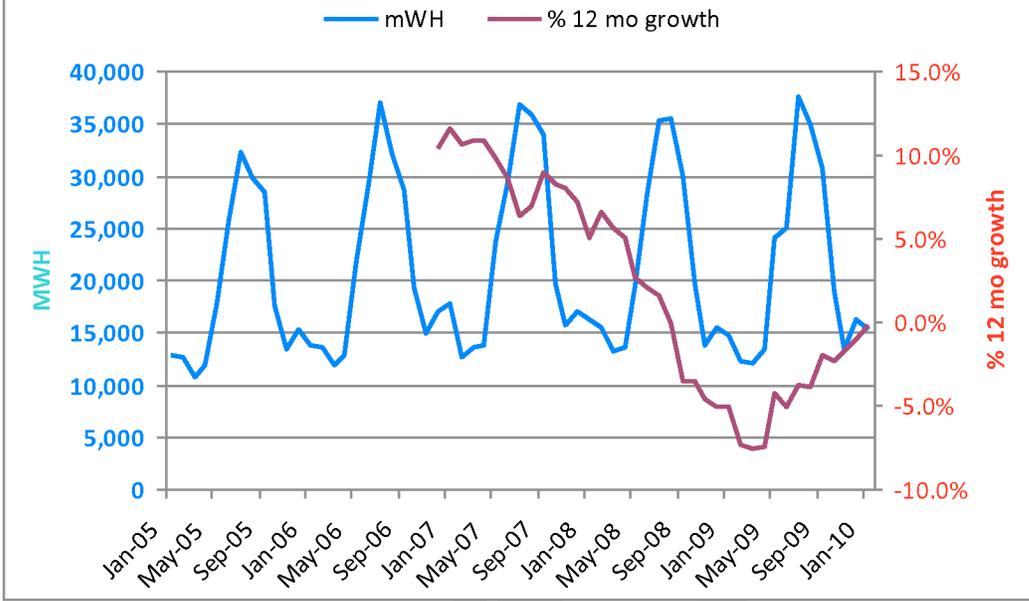
Source: National Weather Service Forecast Office



Source: National Weather Service Forecast Office

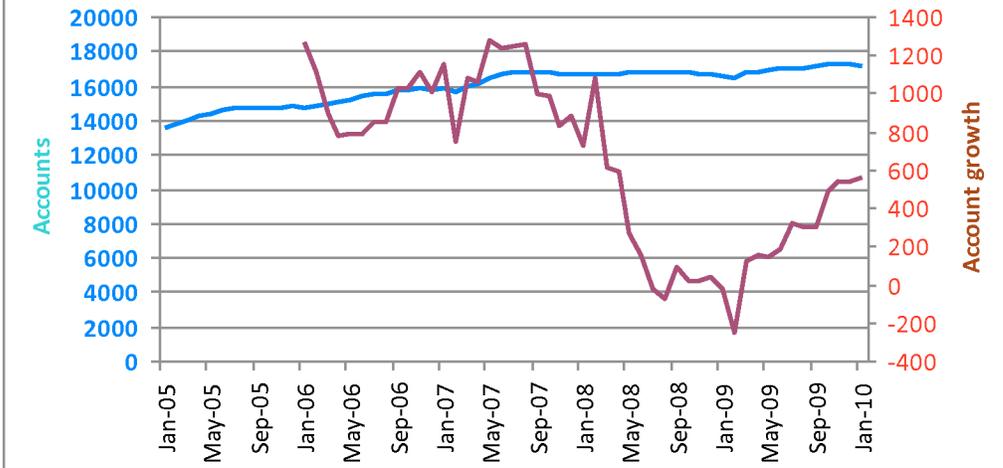
As is typical of Central Arizona energy use patterns, there is a spike in electrical demand in the summer months (see below). The economic downturn of 2008 to 2010 is reflected in the sharp reduction, sometimes negative growth, in electrical demand.

Residential Energy Usage of SRP accounts in Avondale

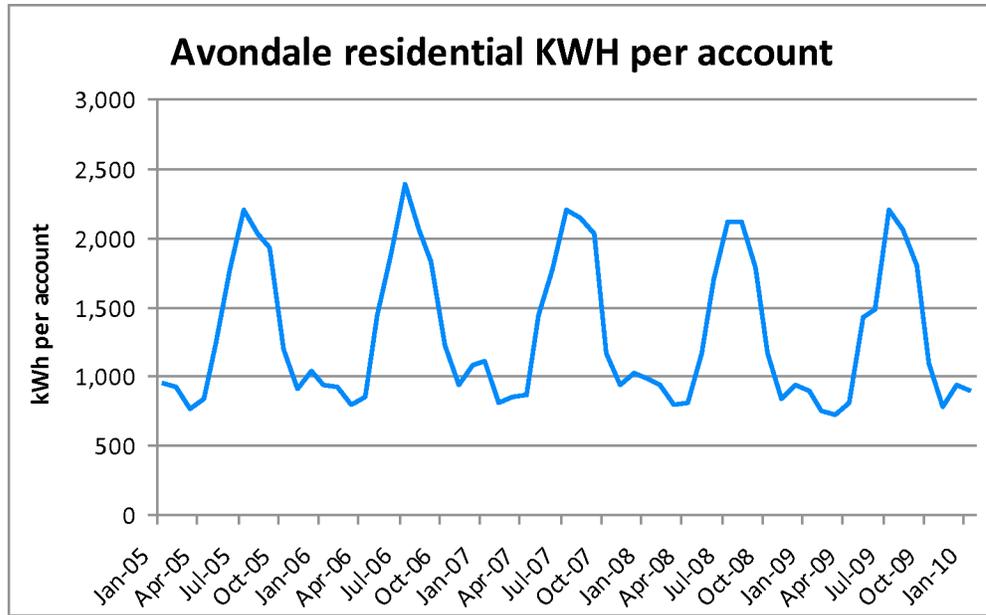


Source: Salt River Project

SRP residential accounts in Avondale



Source: Salt River Project



Source: Salt River Project

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

Goals and Objectives

I. 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 and 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 through 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 69Kv or larger.

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Sustainable Development Theme

ENVIRONMENTAL PLANNING PRESERVATION AND CONSERVATION SUSTAINABILITY ELEMENT

Introduction

As we continue to grow, we must ensure ~~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.

~~As~~ Because it is part of Maricopa County, Avondale is included in Maricopa County's ~~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. of which 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 30 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 comes 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 developed 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.

Planning Issues

- ~~The City must continue to identify future resources for recharge.~~
- ~~As the City increases in population and traffic and industrial development increase, it must guard against impacts to its groundwater resources and air quality.~~
- ~~Development, such as mining and river crossings, may impact the wildlife along the Gila River corridor.~~

Goals, and Objectives, and Policies

I. 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.

Our rivers are an asset that must be carefully guarded. This goal encourages us to work with the district to find approaches to protect our community without endangering our resources.

- 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.

2.6. GOAL: PRESERVE EXISTING HABITAT AREAS OF WILDLIFE AND DESERT PLANT SPECIES.

These areas are important to our open spaces, our environment and the environmental quality of the region as a whole. Preservation of these areas contributes to our being a City that respects its natural environment.

- 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.

~~5.3.~~ GOAL: CONTINUE TO PARTICIPATE IN REGIONAL EFFORTS MEET FEDERAL, STATE, AND COUNTY WATER QUALITY STANDARDS.

~~Avondale must protect the quality of its water for its residents.~~

- 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.

~~Avondale residents are part of the solution to improve the quality of our air.~~

- 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.

~~As the City's population increases, the amount of solid waste we generate will increase. Reducing the amount of waste sent to landfills will benefit the City economically.~~

- 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.

Recharge projects along these rivers are important to the long-term sustainability of Avondale and our region. We must ensure that these activities can continue as our community develops.

- 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.

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Neighborhoods Theme

Preface

This theme includes two elements which examine different aspects of residential living in Avondale: The Housing Element and the Neighborhood Preservation Element. The Housing Element establishes goals and objectives which pertain specifically to the development of new neighborhoods and residential subdivisions within Avondale. The Neighborhood Preservation Element institutes goals and objectives aimed at maintaining and improving the quality of life in our existing neighborhoods. For Avondale to achieve its highest level of promise, it is important that we seek to fulfill the goals and objectives of both of these elements, not favoring one aspect over the other.

~~We are proud of our heritage as a farming community. Many of our older neighborhoods, specifically Las Ligas, Cashion and Central Avondale, were developed to provide housing and services to people working on farms that were the predominant economic activity in our city. Our neighborhoods also demonstrate our rich Hispanic and African American cultural heritage and lifestyle. Our older neighborhoods continue to be vital and provide housing opportunities and cultural enrichment. This theme includes the Housing and Conservation Rehabilitation and Redevelopment Elements.~~

How our community works to ensure that a variety of clean and safe and decent housing is neighborhoods are available to all our residents is central to the Housing Element. Proactively working to prevent discrimination for homebuyers and renters is important to creating a diverse community comprised of residents of differing cultures and socio-economic levels. Equally important is protecting our residents from poor or faulty construction; owning a home is a sizeable investment and ensuring that our residents receive a quality, efficient, and attractive dwelling in a well-maintained, well-designed neighborhood with plentiful amenities remains a priority. This element also addresses neighborhood and housing improvement and neighborhood stability in our older communities, especially Cashion, Las Ligas, and Central Avondale.

Avondale contains a combination of single-family and multi-family residential communities. We recognize, however, that our existing housing stock lacks significant variety and that a more varied mix of housing products and lot sizes is essential to attracting and retaining a more socio-economically diverse mix of households. A vast majority of the City's single-family neighborhoods are developed with affordable housing. When our residents seek an opportunity to upgrade their residence, however, very few such opportunities are presently available in Avondale. It is important for future residential development to move away from the status quo and provide new opportunities for existing residents and professionals from around the region.

The land area north and south of the Estrella Mountains and the Gila River is planned for luxury residential living that is not only energy efficient and blends with the natural environment, but takes full advantage of the amenities in the area. Luxury residential

communities in this area will create a true destination that draws residents interested in living in resort-style communities with top notch amenities amidst the tranquility of the Sonoran Desert, Tres Rios corridor, and the Estrella Mountains. Future trail systems are anticipated to allow residents to take full advantage of access to Monument Hill, Estrella Mountain Regional Park, natural washes, access and views of the Gila and Agua Fria Rivers, Durango Channel, and plentiful and interconnected neighborhood parks.

Providing opportunities for our residents to improve their quality of life remains a priority in Avondale. Offering programs such as grant-driven home buying assistance and first time home buyer education classes not only allows for that quality of life enhancement for those residents directly affected, but benefits all residents by stabilizing Avondale's neighborhoods which have been affected by the state of the economy. Avondale looks forward to continuing relationships with HUD and other governmental entities, as well as not-for-profit organizations. Together with these groups, Avondale is able to further fair housing practices which benefit the entire region.

The City's residential communities built during the housing boom of the 1990s and early 2000s are beginning to mature. It is imperative that we proactively seek ways to ensure that these neighborhoods maintain their appeal as they grow older. Identifying ways in which the City can provide assistance in this regard will be important over the coming decades.

Many of the City's neighborhoods have long experienced connectivity issues which has been affected by I-10, which physically separates north Avondale from south Avondale. Other obstacles include MC-85 and the Agua Fria River, which, despite all of its benefits, serves to disconnect residents in eastern Avondale from western Avondale. Finding solutions to these connectivity problems and striving towards a pedestrian friendly environment with multi-modal transportation opportunities will help to allow all Avondale residents to more easily identify with and relate to one another and build the community spirit Avondale needs.

~~Revitalization of our downtown business core identified in the Avondale Redevelopment Implementation Plan will result in an enhanced identity for our City and provide additional sales tax revenues to our general fund. The Conservation, Rehabilitation, and Redevelopment effort summarizes the adopted Avondale Redevelopment Implementation Plan and includes additional Goals, Objectives, and Policies that reinforce the Redevelopment Implementation Plan.~~

Neighborhoods Theme

HOUSING ELEMENT

Introduction

Avondale's housing stock includes a range of housing types. Providing a balance of housing types within a community can be a challenging endeavor, one that Avondale will continue to work towards in order ~~The Housing Element addresses standards and programs to improve the quality and variety, and affordability of housing in Avondale.~~

Past, Present, and Future Trends

~~Historically, Avondale was a farming community. The neighborhoods of Cashion, Las Ligas, and Central Avondale were primarily Hispanic. American Americans primarily settled in the area between 4th and 7th Streets, south of highway 85 and north of Harrison Street.~~

Avondale's ~~history~~ inventory of affordable, single-family homes, located ~~primarily~~ in the southern portion of the City and the Central Avondale and Cashion neighborhoods has been supplemented ~~enhanced~~ by the development of newer master planned residential subdivisions ~~as~~ our community has evolved from a farming town to a growing city. ~~This development has been fueled by growth in the area north of I-10 and in Coldwater Springs. Additional housing in the form of apartments has also been developed, the majority of which is located along in the I-10 corridor and to the south. This new housing construction, which incorporates consistent design themes and amenity packages will continue to enhance the quality of our community.~~

The housing development from 1985-2010 allowed the City to begin its transformation from a rural exurb to a growing suburb. Neighborhoods developed during that time period continue to provide a range of amenities not previously available to Avondale's residents. Garden Lakes offers residents a series of lakes which, besides adding to the aesthetics of the community, are used for boating and recreational purposes as well. The design of Crystal Gardens integrates wetlands which recharge aquifers and contribute to the quality of the City's water system. Coldwater Springs, the City's largest existing master planned community, includes a golf course, school site, and an extensive network of interconnected open space. The City is proud of the progress which these projects exemplify.

With these successes in mind, taking the next step towards Avondale's vision of becoming a sustainable community will require a more diverse range of housing types to continue enhancing the image, quality, and choices for the residents of our community. Sustainable communities provide for residents of all socio-economic levels. Avondale has a shortage of large lots and executive home sites, but has provided for the small to

medium size lot since the housing boom. When a City's housing inventory is essentially homogeneous, residents and/or potential residents will typically relocate outside of Avondale when seeking to upgrade their living arrangements. Although it can be debated whether home prices can be used to illustrate a variety or lack thereof in housing stock, statistics and recent trends show that Avondale home values are lower than those in surrounding cities, as illustrated in the following table:

Avondale Zip Code	Adjacent Zip Codes & Location	2007 Median Home Price	2008 Median Home Price	2009 Median Home Price
85392 <i>Avondale (North of I-10)</i>		\$264,000	\$173,000	\$118,500
	85395 <i>Goodyear</i>	\$363,950 (137%)*	\$274,945 (159%)*	\$220,000 (187%)*
	85340 <i>Litchfield Park & Buckeye</i>	\$362,500 (137%)*	\$250,000 (145%)*	\$190,000 (160%)*
	85037 <i>Phoenix</i>	\$222,355 (84%)*	\$130,000 (75%)*	\$70,000 (59%)*

85323 <i>Avondale (South of I-10)</i>		\$220,000	\$155,000	\$100,000
	85338 <i>Goodyear</i>	\$254,500 (116%)*	\$188,910 (122%)*	\$134,621 (135%)*
	85353 <i>Tolleson</i>	\$229,990 (105%)*	\$166,010 (107%)*	\$101,000 (101%)*

Note: Percentages shown in parentheses represent the value of a home in the listed zip code relative to the value of a home in the adjacent Avondale zip code

SOURCE: Arizona Republic Home Value Database/The Information Market
(<http://www.azcentral.com/realstate/homevalues/homevalues.php>) accessed on July 14, 2010

In 2009 the median price of a home located in the 85323 zip code (south of I-10) was \$100,000, down from \$155,000 in 2008, a drop of approximately 35 percent. Similarly, in 2009 the median price of a home located in the 85392 zip code (north of I-10) was \$118,500, down from \$173,000 in 2008, a drop of approximately 32 percent.

In the majority of instances, the median price of a home in adjacent cities exceeds the median price of homes in an adjacent portion of Avondale.

The median price of a home in adjacent cities has depreciated at a significantly lesser rate than a home in Avondale. It is important to understand that while home values throughout the entire Phoenix region have been negatively affected by the economic downturn; housing values for unique and desirable products have generally been less volatile than the values of standard entry-level housing. This is often attributed to oversaturation in a particular sector of the housing market, in this case the entry-level housing market.

The relative steep depreciation in housing values experienced in Avondale may be seen as an indicator that Avondale should work to attract residential communities that are unique and well designed, with larger lots and executive homes. The importance of providing a higher caliber of housing, design, and lot sizes cannot be overstressed; however, the City must always remain committed to ensuring that safe housing is available in clean neighborhoods for residents of all races, ages, incomes, and cultures.

Future demand for housing is projected in the following table:

Dwelling Unit Growth Scenarios (2009 to 2035)			
2009	2020	2030	2035
<u>19,096*</u>	<u>31,544**</u>	<u>36,686**</u>	<u>40,260**</u>
-	-	-	-
<u>*2009 estimation of dwelling units in Avondale from Clarita's Information Services</u>			
<u>** Dwelling unit projections for the years 2020, 2030, and 2035 based on population projections contained in the Maricopa Association of Governments Socioeconomic Projections of Population by Municipal Planning Area and Regional Analysis Zone (May 2007, updated January 2009). Dwelling unit projections assume a household size of 3.36 persons, the average household size in Avondale identified by Census 2000.</u>			

With the number of dwelling units in Avondale expected to double in the next 25 years, ample opportunities will be available to expand the diversity of housing types available within the City. It will be imperative for our future residential developers to understand the City's needs when designing new residential communities. Providing more housing similar to what the City already has would restrict Avondale's ability to diversify on several levels and is discouraged.

The following goals and objectives were developed with these thoughts in mind:

~~Based on the percentage of the 1995 population in single family, detached homes, there were approximately 11,419 single family homes in Avondale in 2000. Future demand for housing is projected in Table 12 below:~~

-	2000	2005	2010	2015	2020
-	-	-	-	-	-

Conservative	11,419	11,565	11,711	16,180	26,480
Moderate	11,419	14,630	19,118	24,982	32,655
Aggressive	11,419	17,458	27,357	42,870	67,180

Note 1: The conservative scenario uses the DES projection for the Avondale MPA as created in 1997 with adjustments to reflect current 2000 census information.

Note 2: The moderate scenario uses the growth rate associated with the DES projection for the Avondale MPA combined with Census 2000 information.

Note 3: The aggressive scenario uses the exponential growth projection from the City of Avondale Development Fees Report, August 17, 1998.

With projected numbers of new residents in the range of 3,000-4,500 per year (assuming a continued household size near three persons), the City's market drive population projections may approximate 60,000 in the year 2005, and over 100,000 by 2015.

Our community offers excellent prospects to provide affordable, high value home building for these new residents. Tract and new community builders, typically using sites of forty acres and larger, may be expected to market an average of 1,000-1,500 dwelling units annually, absorbing a half square mile of land each year.

Affordable housing, rehabilitation and redevelopment efforts have been underway for a long time in Avondale's older neighborhoods. The Neighborhood Housing Services (NHS) of Southwest Maricopa County (formerly Avondale NHS) has been active for 13 years providing home rehabilitation and new home construction and promoting home ownership through down payment assistance and education and infill development. Habitat for Humanity also has a presence in Avondale and has provided affordable housing opportunities through the construction of affordable new homes. Affordable housing for senior citizens is being provided by Mercy Housing. These entities have been supported by an array of services provided by the City.

Avondale also works with the Maricopa Housing Department to provide affordable housing. About 1,000 people in Avondale are in leased subsidized housing waiting for a permanent home. The City also participates in the Federal Housing and Urban Development First Time Buyers Program to encourage family self-sufficiency. In addition, the City works with Maricopa County to provide Federal Section 838 leased housing units for low income families. Within Avondale, Maricopa County additionally provides approximately 128 rental units for low income families. Several not for profit housing service organizations are located in Avondale, which construct homes on vacant lots in developed neighborhoods.

In the future, a coordinated, strategic plan and approach to neighborhood revitalization and affordable housing will be important to continue to provide housing opportunities for all our residents. Other areas which the City will also need to address is providing shelter for those without homes, stabilization of older neighborhoods, coordination of the not for profit housing providers with each other, the City and the neighborhoods.

Planning Issues:

- ~~As Avondale continues to grow, a range of housing types and prices should be included in residential developments.~~
- ~~Development fees may impact the cost of housing, placing new units out of reach for some households, impacting the affordability and diversity of housing in Avondale.~~
- ~~Existing neighborhoods that currently provide affordable housing should be maintained and updated.~~
- ~~Neighborhood organizations are the backbone of existing neighborhoods. They should be encouraged and nurtured where they do not exist, or where homeowners associations are not meeting this need.~~
- ~~Additional coordination between affordable housing providers and the City is necessary.~~
- ~~Strategies to address the homeless population are needed.~~

Goals, and Objectives, and Policies

I. GOAL: PRESERVE, ENHANCE AND EXPAND THE EXISTING HOUSING STOCK TO PROVIDE A VARIETY OF A RANGE OF SAFE AND SANITARY HOUSING OPPORTUNITIES AND NEIGHBORHOODS FOR ALL CURRENT AND PROSPECTIVE AVONDALE RESIDENTS.

We should strive to provide affordable housing throughout the community to maintain the diversity that makes our community unique.

- A. Objective: Ensure that no person seeking housing in Avondale is discriminated against on the basis of race, color, national origin, gender sex, marital or family familial status, age, physical disability handicap, or religion.
- 1) ~~Policy: Continue to implement a Fair Housing Program.~~
 - 2) ~~Policy: Consider incentives to encourage the development of affordable housing.~~
- B. Objective: Encourage safe housing and neighborhoods and buildings that are free from blight. Ensure developers and/or HOAs properly maintain perimeter areas, open spaces, and other common areas within subdivisions.
- 1) ~~Policy: Enforce City building codes.~~
 - 2) ~~Policy: Assure that the design quality of all construction does not contribute to slum and blight.~~

C. Objective: ~~Encourage high quality, well-maintained construction. All properties requiring building permits must meet all City codes prior to final approval.~~

1) ~~Policy: Require that all properties requesting building permits meet code prior to final approval.~~

D. ~~Objective: Encourage owners to maintain properties.~~

1) ~~Policy: Educate residents on City codes and require them to upgrade their homes to meet City codes.~~

2) ~~Policy: Work with social service and other organizations to identify homes and structures that do not meet code and work with property owners to bring those structures up to code.~~

3) ~~Policy: Investigate opportunities to provide low interest loans to fund housing rehabilitation to meet City codes.~~

4) ~~Policy: Continue to implement neighborhood housing assistance programs.~~

5) ~~Policy: Encourage the use of federal, state, local, and other financial resources that will promote affordable housing and opportunities for the rehabilitation of the existing housing supply.~~

6) ~~Policy: Develop and adopt a neighborhood maintenance code that addresses minimum standards for maintaining structures, yards, driveways and sidewalks visible from public streets and properties.~~

2. **GOAL: CHAMPION SUPPORT A MIX THE DEVELOPMENT OF HOUSING TYPES AND OPPORTUNITIES NOT CURRENTLY AVAILABLE IN THE CITY TO ALLOW FOR A VARIETY OF SOCIO-ECONOMIC LEVELS. TO MEET THE DIVERSE NEEDS OF RESIDENTS.**

We must be able to provide a range of housing to support economic development and meet the needs of our community.

A. Objective: Expand the City's housing stock by encouraging developers to provide "executive" home sites (i.e. custom homes, large lot home sites, and other similar products) that can be used to attract prospective residents as well as prevent existing residents looking for move-up housing from leaving Avondale for another community. Provide housing choices for individuals in all income categories.

1) ~~Policy: Consider incentives for higher density residential housing adjoining downtown.~~

- B. Objective: Encourage the development of condominiums and townhomes which appeal to people seeking to own their residence, but who may not want maintenance responsibilities the dispersion of housing types and values throughout the City.
 - 1) ~~Policy: Encourage multi-family development at appropriate locations along major arterial streets, adjacent to employment uses and transit lines.~~
 - 2) ~~Policy: Encourage the location of subsidized housing on-site scattered throughout the City.~~
 - 3) ~~Policy: Encourage large lot development in appropriate locations throughout the City.~~

- C. Objective: Encourage the development of a mix of for-ownership and rental high-rise residential within the City Center to create the critical mass necessary to any vibrant urban environment. Quality residential construction and design.
 - 1) ~~Policy: Develop design guidelines and standards for existing and planned new residential construction.~~
 - 2) ~~Policy: Re-evaluate, maintain and enforce development standards such as minimum open space, lot size, traffic patterns, and setbacks, within, and adjacent to, residential areas to promote land use efficiency, quality development, and attractive neighborhoods.~~
 - 3) ~~Policy: Develop, adopt, and implement an affordable housing strategic plan.~~

- D. Objective: Work with our existing/future colleges, universities, and trade schools to provide dedicated student housing in proximity to their campuses.

- E. Objective: Encourage the development of live/work units in areas of the City that are appropriate for mixed use development.

3. ~~GOAL: MAINTAIN AND ENHANCE EXISTING NEIGHBORHOOD ORGANIZATIONS.~~

~~In addition to maintaining structures, the public areas, and civic life of a neighborhood are important to its long-term stability.~~

A. ~~Objective: Prevent crime and discourage criminal behavior.~~

- 1) ~~Policy: Continue to support Block Watch organizations.~~
- 2) ~~Policy: Prioritize continued enhancement of the Avondale Police Department.~~

B. ~~Objective: Maintain and improve public spaces within neighborhoods.~~

3.4. GOAL: MAXIMIZE THE EFFICIENCY AND EFFECTIVENESS OF AFFORDABLE HOUSING AND NEIGHBORHOOD STABILIZATION PROGRAMS.

Coordination can promote the meaningful exchange of information and ideas to benefit Avondale's citizens.

- A. Objective: ~~Coordinate~~ Participate in the activities and efforts of non-government and governmental housing providers and neighborhood organizations.
 - 1) ~~Policy: Form an ongoing Neighborhoods Commission, formed of neighborhood affordable housing providers, neighborhood service providers and neighborhood organizations to coordinate the implementation of neighborhood housing and improvement programs.~~
- B. Objective: Continue to implement neighborhood housing assistance programs.
- C. Objective: Promote the occupancy of existing, vacant homes.
- D. Objective: Identify new prototypes for quality high density residential housing.

4. GOAL: REQUIRE EXCELLENCE AND INNOVATION IN RESIDENTIAL DESIGN AND CONSTRUCTION.

- A. Objective: Encourage builders to construct homes which use the latest energy conservation materials, methods, and techniques.
- B. Objective: Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.
- C. Objective: Utilize the City's Design Manuals to promote quality development and attractive residential communities, updating these documents when necessary to reflect changing preferences and styles.
- D. Objective: Encourage subdivision design which promotes non-vehicular access to trails and transit routes.
- E. Objective: Endorse the use of Community Policing Through Environmental Design (CPTED) principles when designing residential communities.

Neighborhoods Theme

CONSERVATION, REDEVELOPMENT, AND REHABILITATION NEIGHBORHOOD PRESERVATION ELEMENT

Introduction

The Conservation, Rehabilitation, and Redevelopment Neighborhood Preservation Element include redevelopment plans adopted by the City. The purpose of this element is to identify measures that can be taken to protect existing neighborhoods from deterioration and that will ensure all neighborhoods, regardless of age, are vibrant communities which benefit the community as a whole.

Past, Present, and Future Trends

We are proud of our heritage as a farming community. Many of our more established neighborhoods, specifically Las Ligas, Cashion, and Central Avondale, were developed to provide housing and services to people working on farms that were for many years the predominant economic activity in our City. As the City moves forward and growth continues, it is important that we remember that all neighborhoods are vital, provide diverse housing, and contribute to the cultural enrichment of all of our residents.

Affordable housing, rehabilitation, and redevelopment efforts have been underway for a long time in Avondale's maturing neighborhoods. The City and its partners have provided home rehabilitation and new home construction programs, promoted ownership through down-payment assistance programs and educational initiatives, and encouraged infill development. Habitat for Humanity also has had a presence in Avondale and has provided affordable housing opportunities through the construction of affordable new homes. Affordable housing for senior citizens has been provided by Mercy Housing. These entities have been supported by an array of services provided by the City.

Avondale also works with the Maricopa Housing Department to provide affordable housing. Additionally, the City also participates in the Federal Housing and Urban Development First Time Buyers Program to encourage family self-sufficiency and works with Maricopa County to provide Federal Section 838 leased housing units for low-income families. Several not-for-profit housing service organizations are located in Avondale, which construct homes on vacant lots in developed neighborhoods.

In the future, a coordinated, strategic plan and approach to neighborhood revitalization and affordable housing will be important to continue to provide housing opportunities for all our residents. Other areas which the City will also need to address is providing shelter for those without homes, stabilization of maturing neighborhoods, coordination of the not-for-profit housing providers with each other, the City, and the neighborhoods.

While it is natural to first think of the City's oldest neighborhoods, such as Old Town, Cashion, and Las Ligas, when considering neighborhood preservation initiatives, measures cannot be limited solely to those areas. The numerous neighborhoods constructed from 1985 through 2010 are beginning to mature; it is important as a City to take proactive steps to ensure all neighborhoods receive the care and attention needed to make certain they continue to be positive members of the community. This attention can take many forms, including but not limited to, creating additional amenities in or near neighborhoods, providing proper maintenance of streets and landscaping, enhancing pedestrian connections, and finding solutions or deterrents to any anticipated or recurring crime problems.

The following goals and objectives were developed with these thoughts in mind:

~~In December 1999, the City adopted the Redevelopment Implementation Plan. The Redevelopment Implementation Plan is an action plan that is based on the City of Avondale CBD Revitalization Plan 1985-2000, Western Avenue Revitalization Preliminary Plan, Target Market Study, and Avondale's Strategic Plan for Economic Development. It organizes the City redevelopment process and begins a step-by-step process for revitalization of our business core, bounded by Main Street, Van Buren Street, Central Avenue, and Dysart Road. The plan targets three redevelopment areas for revitalization within the business core, and contains recommendations for the Old Town Target Area. Each of these areas is described below and are referenced on Page 29, Infill Districts Map, Figure 3.~~

- ~~▪ Old Town Avondale: Encompasses Western Avenue east from Central Avenue to Dysart Road. There is substantial community support for Old Town Avondale revitalization because it represents the community's "heart". Revitalization of this area can catalyze economic development and renewal throughout the Avondale business core.~~
- ~~▪ Gateway: Encompasses the south side of Van Buren Street from La Jolla Boulevard to Dysart Road and Dysart Road from Van Buren Street to Western Avenue. This area was targeted because these corridors can complement the design for Coldwater Plaza and contribute to a gateway for our City. The primary planning issues in this target area are improving the physical appearance of the corridors, the reuse of some existing commercial sites, opportunities for infill development, and the relationship of the corridor with adjoining neighborhoods.~~
- ~~▪ Main Street: This target area encompasses both sides of Main Street from Litchfield Road to the Agua Fria River. This area was identified as a target area to address its relationship with adjoining neighborhoods, the condition of the buildings, properties, and the overall appearance of the corridor.~~

~~Since the adoption of the Redevelopment Implementation Plan, the City has sponsored improvements within the Old Town Core along Western Avenue. These include pedestrian amenities, enhanced sidewalks, diagonal parking, and façade improvements.~~

Planning Issues:

- ~~Business core (including target areas) needs continued revitalization.~~
- ~~Complementary attractions in the downtown area are needed to attract people.~~
- ~~The character and integrity of Avondale's downtown neighborhoods need to be maintained as the downtown develops.~~
- ~~The small town feel of the downtown area should be preserved to define Avondale's sense of place.~~
- ~~Continued improvements to facades and commercial developments are necessary to improve the appearance of the business core streetscapes.~~
- ~~Infill development opportunities that exist within the business core should be maximized to enhance the continuity of the business core.~~
- ~~The interface between the business core and neighborhoods should continue to be enhanced.~~
- ~~Additional funding resources for pedestrian amenities and commercial development/renovation in the downtown core are necessary.~~

Goals, and Objectives, and Policies

I. GOAL: MAINTAIN AND PROTECT THE CHARACTER BEST QUALITIES OF OUR ESTABLISHED RESIDENTIAL NEIGHBORHOODS.

Avondale's existing neighborhoods reflect cultural and architectural history important to the identity and cohesiveness of our neighborhoods.

- A. Objective: Identify opportunities to provide community assistance for renovations and amenities for the community within our neighborhoods that are compatible with City goals.
- 1) ~~Policy: Investigate providing financial and technical assistance to property owners to help them improve their homes and properties.~~
 - 2) ~~Policy: Develop a neighborhood improvement plan to identify amenities that are needed and desired by residents of the Cashion, Las Legas, and Central Avondale neighborhoods.~~
- B. Objective: Proactively work to prevent our neighborhoods from losing appeal as they mature.
- C. Objective: Preserve and stabilize Avondale's eldest residential areas and maintain their historic character.
- D. Objective: Encourage the preservation of historic or significant buildings and sites in the Old Town area.

2. **GOAL: CREATE A TRUE SENSE OF COMMUNITY WHICH STRETCHES BEYOND NEIGHBORHOOD BOUNDARIES. PRESERVE THE SMALL-TOWN FEEL OF THE AVONDALE BUSINESS CORE.**

~~A vital downtown is often considered an indicator of an economically healthy community by prospective businesses and potential new residents.~~

A. Objective: Improve the physical connectivity between our existing neighborhoods as well as between our existing neighborhoods and nearby non-residential developments.

1) ~~Policy: Encourage the location of storefront retail and services in the Avondale business core.~~

2) ~~Policy: Participate in the friendly relocation of existing businesses from the Avondale business core that may not be pedestrian friendly, contribute to the streetscape, or have impacts not compatible with the Avondale Redevelopment Implementation Plan to more appropriate locations within the City.~~

3) ~~Policy: Continue to implement the City of Avondale Redevelopment Implementation Plan.~~

B. Objective: Ensure all new non-residential development is designed to actively engage and attract pedestrians residing in the surrounding neighborhoods.

C. Objective: Create an awareness of being in Avondale, differentiating our City from surrounding communities.

D. Objective: Determine and implement measures to overcome physical barriers which have historically limited interaction between residents in different parts of the City.

3. **GOAL: CREATE A CITY IDENTITY FOCUSED ON OUR OLD TOWN, CULTURAL, AND NATURAL RESOURCES. ENCOURAGE SAFE AND WELL-MAINTAINED HOUSING, NEIGHBORHOODS, AND BUILDINGS THAT ARE FREE FROM BLIGHT.**

~~We recognize the importance of our established commercial and retail businesses and our proximity to natural resources.~~

A. Objective: Encourage the preservation of locally history and culturally significant buildings and sites, including adaptive reuse.

1) ~~Policy: Develop and adopt an historic preservation policy for the City.~~

2) ~~Policy: Work with the State Historic Preservation Office to identify historic sites and structures within Avondale.~~

3) ~~Policy: Encourage the interpretation, restoration and appropriate renovation of historic sites and structures in Avondale.~~

- 4) ~~Policy: Continue to support cultural events such as the Billy Moore Days, Avondale Black History Celebration, and Cinco de Mayo.~~
 - 5) ~~Policy: Develop and adopt an Historic and Cultural Resources preservation plan.~~
 - 6) ~~Policy: Work with the Community and Recreation Services to sponsor seminars on Avondale's cultural sites.~~
- B. Objective: Encourage owner-occupied housing.
 - C. Objective: Actively enforce the International Property Maintenance Code. Encourage owners to maintain properties.
 - D. Objective: Play a lead role by maintaining and continuously improving public spaces within Avondale. Maintain and improve public spaces within neighborhoods.
 - E. Objective: Emphasize the demolition of unoccupied substandard and or blighted buildings.

4. GOAL: SUPPORT NEIGHBORHOOD ORGANIZATIONS. CONTINUE TO SUPPORT THE REVITALIZATION OF THE REDEVELOPMENT TARGET AREAS (AS DEFINED IN THE 1999 REDEVELOPMENT IMPLEMENTATION PLAN.)

The adoption of the 1999 Redevelopment Implementation Plan marked our commitment to the revitalization of our historic business district and our commitment to economic development. This goal supports these commitments.

- A. Objective: Partner with resident groups to prevent graffiti and discourage criminal behavior. Design new residential areas to integrate with the character and quality of existing neighborhoods, and to meet local needs for public facilities and parks.
 - 1) ~~Policy: Consider establishing design review standards to encourage design that integrates new development into the community.~~
- B. Objective: Address issues pertaining to neighborhood streets in a timely manner. Protect unique natural and cultural features and use them to contribute to the identity of neighborhoods and centers.
 - 1) ~~Policy: Require a written response from the Arizona State Historic Preservation Office regarding the effects of new development on historical or cultural resources.~~

DRAFT

Community Facilities Theme

PUBLIC BUILDINGS, SERVICES, AND FACILITIES ELEMENT

Preface

Introduction

This element contains the goals and objectives to assure adequate fire and police protection and services, water and sewer service, and locations for future public utilities. A city's ability to consistently provide adequate services strengthens the community as a whole. It demonstrates a commitment to the health, safety, and welfare of its residents and enterprises. The purpose of the Buildings, Services, and Facilities Element is to address service, facility, and infrastructure needs for development under the General Plan as growth and development occur. These needs include emergency services, social and cultural facilities; drainage and flood control; and water, sewer, and solid waste services.

Past, Present and Future Trends

The Avondale Fire Department provides fire protection and emergency medical support from two stations. The total staff, including reserves, is 67 persons. The department uses six fire-fighting vehicles and responds to approximately 2200 calls per year. In 1998, over 77% of the calls for the Fire Department were for emergency medical service. The department provides advanced life support first. Patient transport is provided by Southwest Ambulance, under a contractual arrangement.

Avondale Fire-Rescue Department provides a full range of fire protection, emergency medical, emergency management, and fire prevention services from three facilities with a career staff of 57. The department utilizes seven frontline emergency response vehicles and responds to over 6,000 calls for service annually. In 2009, nearly 80% of the calls for service were for emergency medical incidents. For emergency medical incidents, Avondale Fire-Rescue provides advanced life support (paramedic) first response with patient transport being provided through an agreement with a private ambulance service. The department has adopted a standard of cover statement which establishes a response time (time from dispatch to arrival on scene) goal of 6 minutes or less 90% of the time for all emergency incidents that occur within the Avondale city limits. The department is dispatched by the City of Phoenix Fire Department and is one of 20 participants in the valley automatic aid response system, which dispatches fire units to an emergency incident based on a closest unit protocol, irrespective of jurisdictional boundaries.

The Avondale Police Department provides law enforcement and traffic safety from a main station and a substations located at Western Avenue, Civic Center, Gateway Crossing, and Cashion. There are 67 115 allocated sworn officers and 5 51.8 allocated professional staff positions support personnel assigned to the department. In 2009, the PD responded to 75,209 calls for service. The Patrol Division officers work four 10-

hour shifts in a rotation basis to allow 24-hour coverage. The City recently completed construction on the Northwest Public Safety Facility located adjacent to the Estrella Mountain Community College. As growth and development occur, particularly south of Broadway Avenue, a joint police and fire station will be needed in the Tres Rios area.

Avondale provides social and cultural facilities and services in order to create opportunities for residents to come together for personal enrichment, growth, and development and to engage in educational activities. The City's library system was expanded in 2008 with the addition of the Sam Garcia Library Branch in Old Town Avondale. Today, the system strives to meet evolving community needs; needs with respect to technology, information trends, and multi-use facilities and activity centers. In 2007, the library system serviced 66,092 patrons; by the end of 2010, the system serviced 146,192. While this appears to be a dramatic increase in use, the high count is due to the City taking over operations of the Civic Center Library. It is a combined count, and is the first time the City has included both libraries. The City currently lacks a cultural center facility; however, it celebrates its heritage through venues, such as Billy Moore Days, Resident Appreciation Night, and the Tres Rios Festival.

The City also recognizes that with growth comes social issues. Avondale strives to provide for an acceptable level of health, recreational, and human care services in order to reinforce its livability for all and to provide for the public's welfare. The City has been active in the facilitation of social services. The Neighborhood and Family Services Department was created in 2006 to support and nurture the development of families and the neighborhoods in which they live. The City's residents also consider park and recreation facilities as significant factors contributing to the overall quality of life within Avondale. The American Sports Center, which opened in 2010, is a unique venture in public/private partnerships for Avondale that allowed for a state of the art recreational facility available to the entire community. Furthermore, residents have stated a strong desire to continue to provide constructive leisure opportunities and recreational experiences, particularly as it relates to the environmental assets of the community. These assets are not only local attractions; they have regional appeal which is potentially an economic benefit to Avondale. This will be described and discussed in detail in the Open Space Theme of this document.

The City addresses the impacts of runoff with its Storm Water Management Plan (SWMP). This Plan was developed to meet the terms of the National Pollution Discharge Elimination System (NPDES) program and consists of six minimum control measures established by the Environmental Protection Agency (EPA). Through these control measures, the City is permitted to operate its Municipal Separate Storm Sewer System (MS4). Each measure, based on Best Management Practices (BMP), significantly reduces the potential pollutants discharged into receiving watersheds. In essence, a SWMP is intended to be a living document with BMPs added, revised, and/or changed as new management practices arise and other management practices are found inadequate. Furthermore, to ensure that the City meets all federal and state regulations, the City has adopted ordinances which address stormwater quality and quantity control. Even though the City's NPDES program is concerned mainly with water pollution prevention

practices, many of these ideas and concepts can easily apply to air and solid waste pollution prevention.

With regards to solid waste disposal, the City is faced with the issue of dwindling landfill space outside of Avondale and increasing costs of operating new landfills. Federal government guidelines protecting groundwater, equipment needed to reduce the dangers associated with landfill methane gas, rising transportation costs, and other necessary environmental guidelines have resulted in garbage collection and disposal fees increasing dramatically. In response to rising costs, as well as Avondale resident feedback, the City began its recycling program in January 2003. Residents receive once-a-week garbage service and once-a-week recycling service. The City continues to deal with solid waste disposal in a proactive manner by partnering with the Arizona Food Marketing Alliance and area grocery stores to create the Bag Central Station program. Since the residential recycling program does not accept plastic bags, residents have the ability to recycle bags at prominent displays at the entrances of their local grocery store under the sign Bag Central Station.

Presently, water and sewer services are limited to those areas north of the Salt and Gila Rivers and, with a few exceptions, mostly those areas north of Broadway Avenue. As the City grows, the need for additional infrastructure to service that growth, particularly the area south of the Gila River, will be realized. Data provided in the information that follows accommodates growth through 2030, however, only north of the Estrella Mountains.

Water resources infrastructure includes wells, a wastewater and water treatment plant, and recharge facilities. The City's existing water supply infrastructure includes groundwater production wells, water booster facilities, water reclamation facilities, and recharge facilities. The seven groundwater wells used for water supply are all located north of Buckeye Road. Three wells in the area have been abandoned due to high nitrate levels. The City currently uses production wells to meet the drinking water needs of the City. An additional well is dedicated to supply water for Festival Fields Park. Since 2002, the City has constructed new wells, abandoned some wells due to water quality concerns, and added well head treatment facilities at some locations. The total potable pumping capacity of the City's wells has increased to 32.5 mgd, which will adequately serve the City's needs for the next few years. The City is in the process of purchasing Rigby Water Company in South Avondale, and will be responsible for serving this area as well. Phoenix International Raceway currently has its own water source. The City is planning on supplying water to this facility in the near future due to water quality concerns. Further information regarding domestic water supply can be found in the Water Resources Element.

Nearly all the City wells are pumped to storage reservoirs before the water is distributed. The City currently has 10 9 reservoirs for potable supply with a capacity of 15.5 million gallons (MG). water storage tanks in service. An additional reservoir is used for storing water for irrigation, with a combined capacity of 5,410,000 gallons (approx. 17 ac-ft). Four additional storage reservoirs of 2,500,000 gallons each are proposed for

~~the southeast corner of the intersection of Van Buren Street and the Agua Fria River. This will bring the total storage volume available to 15,410,000 gallons (approx. 47 ac-ft) by the year 2005.~~

The City has access to four recharge facilities: 1) the Avondale Recharge Facility; 2) the New River and Agua Fria River Underground Storage Project (NAUSP) operated by Salt River Project; 3) the Hieroglyphic Mountains Recharge Project owned and operated by the Central Arizona Water Conservation District (CAWCD); and 4) the Agua Fria Recharge Project, also owned and operated by the CAWCD. The City owns and operates the Avondale Recharge Facility, which is located north of McDowell Road and east of the Agua Fria River. The facility has a permitted capacity of 13.4 million gallons per day or 15,000 acre-feet per year (AFY). The City owns 10% of the NAUSP and may recharge up to 5,000 AFY. An expansion is planned for the NAUSP. Once this is completed, Avondale will be able to recharge up to 7,500 AFY. The City has not used any of its capacity at the NAUSP to date. Instead, Avondale's capacity is leased to other participants until such time as the City needs the space. The City leases space at the Hieroglyphic Mountains facility and may recharge up to 20,000 AFY, depending on need and available storage. In addition, the City may store up to 20,000 AFY at the constructed portion of the Agua Fria facility and another 20,000 AFY at the managed portion of the facility, also depending on need and available storage. The City uses these facilities to store its Central Arizona Project water supply. Access to the four facilities described above will meet the current and near-term needs of the City.

Construction of the City's Wastewater Treatment Plant Water Reclamation Facility (WRF) was completed in 1992. Located on the west side of Dysart Road, approximately midway between Broadway Road and Southern Avenue, the plant site was laid out specifically to allow for future expansion of the facility. The facility was expanded in 2010, and renamed the Charles M. Wolf Water Resources Center. The plant currently has the capacity to treat 3.5 million gallons per day (mgd). Sludge is land applied. At present, the City is expanding the capacity of the plant to 6.4 mgd. To date, it allows for a capacity of 9 mgd, but at final build-out, the Wolf Water Resources Center will accommodate 15 mgd. The expansion will include a sludge de-watering facility and the solids will be landfilled. The Facility uses an activated sludge process, nitrification/denitrification, and disinfection to produce Class B+ reclaimed water. The City has also constructed a major sewer trunk line down Avondale Boulevard and the Roeser Road alignment west to the wastewater plant. This line serves the eastern portion of the City, and will be available to serve new development in south Avondale.

The Avondale Wetlands facility, is permitted by ADWR as a full-scale underground savings facility (USF) (Permit No. 73-565257). The permit period is from December 1998 to until November 2018, continues to play an important role with respect to recharging surface water. The City is currently permitted to recharge up to 10,000 ac-ft of CAP and Salt & Verde Rivers water in the facility. Water is discharged into the lake areas in the Crystal Gardens subdivision (Crystal Gardens Wetlands) which then gravity flows by through the planted treatment cells where the wetland ecosystem allows the nitrogen cycle to occur naturally. since not only is this a water quality/supply source but

~~also on the northwest corner of McDowell Road and 107th Avenue. From the lakes, The treated water is then piped, approximately along the Encanto Blvd. alignment, to recharge basins along the east side of the Agua Fria River. at McDowell Road. The facility was utilized to its maximum 10,000 ac-ft capacity in the year 2000. The City expects to expand the facility over several phases in the future with the ultimate capacity reaching up to 40,000 ac-ft. The City is committed to maintaining the Crystal Gardens Wetlands by conveying a minimum operational flow through the wetlands since this not only an attractive amenity in the City, but it also provides a sustainable source of drinking water.~~

Cities have an obligation to meet the health, safety, and welfare needs of its residents. For a community to be attractive, these needs include facilities and services that are culturally and educationally enriching. In order for Avondale to provide this variety of facilities and services, it must take proactive steps in planning to meet growth and development challenges. It is, therefore, important for the City to regularly evaluate these needs in order to be fiscally responsible when determining how and what to provide its residents.

Planning Issues

- ~~• Services and facilities will be required to meet the demand for continued growth and development.~~
- ~~• New development will have to provide its fair share of required services and infrastructure.~~
- ~~• City services will have to keep up with advances in technology.~~

Goals, and Objectives and Policies

I. GOAL: PROVIDE ADEQUATE PUBLIC SERVICES AND FACILITIES CONCURRENT WITH NEW DEVELOPMENT WHILE MAINTAINING OR IMPROVING EXISTING SERVICES LEVELS IN EXISTING DEVELOPMENT. PROVIDE EFFECTIVE AND EFFICIENT PUBLIC SAFETY SERVICES AND FACILITIES THROUGHOUT AVONDALE.

As our City continues to grow, public facilities and services that are important to our quality of life and safety must be provided to new residents without impacting the current service levels provided to existing residents.

- Objective: Develop and expand public safety services (police, fire, and medical) at a rate to keep pace with growth in order to meet demands for continued growth and development and to keep the community safe. Implement strategies to upgrade community facilities and make up service deficiencies in already developed portions of the community.
- Objective: Adopt Develop minimum acceptable standards for the provision of public safety services and facilities community services and infrastructure that meet or exceed national, state, and local standards as well as consider community standards for those services and facilities as defined by the residents.

- C. Objective: Implement strategies to upgrade public safety services and facilities and to improve service deficiencies in existing areas. Develop and expand police services at a rate to keep pace with growth in order to keep the community safe.

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

Service delivery is important to the day to day function of the City and our day to day lives. We must make sure that we provide services in a cost effective manner.

- A. Objective: Provide a full range of necessary public facilities and services, including libraries, community and cultural centers, and recreational centers, that are convenient to users, safe, fiscally sound, and reflect the needs of the community. Provide efficient, cost-conscious and responsible delivery of services.
- B. Objective: Provide for and strategically locate social services determined to meet the needs of the community. Provide services to meet demand for continued growth and development.
- C. Objective: Continue to look for ways to partner with other entities in order to bring valued services to Avondale.
- D. Objective: Strategically design public facilities to best serve and promote interaction amongst Avondale's diverse neighborhoods, ages, cultures, and incomes.
- 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.

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

Two major rivers impact the City of Avondale.

- A. Objective: Protect the health, safety, and welfare of the public from the impacts of flooding. Provide adequate stormwater infrastructure.
- B. Objective: Promote sound floodplain and stormwater management.
- C. Objective: Continue to manage and improve upon the City's drainage system to ensure a cost effective, efficient, and environmentally conscious system.
- D. Objective: Participate in regional flood control planning and improvement projects.

4. PLAN FOR LONG-TERM, SAFE, AND EFFICIENT WATER, WASTEWATER, AND SOLID WASTE SERVICES. DEVELOP HI-TECH INFRASTRUCTURE.

- A. Objective: Seek new, cost effective methods of solid waste collection and disposal. Recommend that high-speed Internet connections be installed in all new developments.
- B. Objective: Reduce costs and landfill capacity needs through further expansion of recycling programs.
- C. Objective: Continue to match water and 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 A SOUND FISCAL POLICY WHICH ALLOWS FOR A SENSE OF PRIDE IN THE COMMUNITY.

- A. Objective: Provide fully accessible public buildings and facilities at locations where current accessibility requirements are not met.
- B. Objective: Design public buildings and facilities to meet current advancements in construction 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: Incorporate high standards of style and form into the design of public buildings and facilities.
- E. Objective: Invest necessary resources to maintain, restore, and enhance public buildings and facilities over the long term.
- F. Objective: Incorporate technological infrastructure advancements at all new and renovated buildings and facilities in order to provide equal access to information and information services.

PUBLIC BUILDINGS ELEMENT

Introduction

This element contains the goals and objectives to assist the City in providing locations for schools, fire and police stations, libraries and other public buildings.

Past, Present and Future Trends

The current City Hall facility located on Central Avenue and ancillary City Administration Office located throughout the City will not be adequate to meet the needs of future residents. A new City Administration facility is proposed which would require a 20 to 40 acre site. One possible location is the southeast corner of 115th avenue and Van Buren Street. This proposal would include a co-located courthouse and a public library. The library would be owned by the City and operated by Maricopa County.

The Police Department is in two locations. The main facility is 3200 ft. and is 25 years old. The second location is a sub-station co-located with the Fire Department. If the new courthouse is constructed, it may be possible to use the existing courthouse for additional space for police operations.

Planning Issues

- A new, centralized library is needed to meet the educational and cultural needs of the growing population.
- A new Public Safety building is needed to ensure the best service for the community.
- An addition to and renovation of Fire Station 1 is needed to provide coverage for the City.

Goals, Objectives and Policies

1. GOAL: Provide the necessary public facilities to meet the demand for continued growth and development.

Police and fire facilities, as well as buildings that house City administrative functions, are critical to the safety of our citizens and an effective and responsive city government.

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

- 1) Policy: Expand the existing Public Safety Building to increase operational space.
- 2) Policy: Construct a new public safety facility that includes a fire station, police substation, and administrative offices.
- 3) Policy: Renovate and update City buildings such as fire and police stations.
- 4) Policy: Work with school districts to include meeting space for City use.

2. GOAL: Develop civic facilities to meet the needs of existing and future residents.

~~Civic facilities such as libraries, arts and cultural facilities, etc., are important for the education of our residents and for leisure.~~

- ~~A. Objective: Ensure that the library system continues its role as a major cultural resource for the community.
 - ~~1) Policy: Provide funding for the library through development fees.~~
 - ~~2) Policy: Construct a new regional library.~~~~
- ~~B. Objective: Develop and support art programs and other cultural activities.
 - ~~1) Policy: Support public and private partnerships to promote arts and culture, such as the West Valley Fine Arts Council.~~
 - ~~2) Policy: Support the capital campaign to build the Arts Center in Avondale.~~
 - ~~3) Work with other cities to develop a regional plan for the arts and ensure that the WV FAC continues its role as a major cultural resource for the community.~~~~

~~3. GOAL: Keep education a priority~~

~~Without a good school system, our City can not grow and prosper. While school districts are separate entities, we must work with them to ensure they remain strong and continue to provide high quality education services to our residents.~~

- ~~A. Objective: Plan for and support the development of new schools.
 - ~~1) Policy: Promote the expansion and enhancement of Estrella Mountain Community College.~~
 - ~~2) Policy: Work with school districts to reserve locations for new schools and expand existing facilities.~~~~

MAP
Public Buildings
Figure 10

Maps and Figures

Public Services and Facilities Map (insert here)

DRAFT

Community Facilities Theme

SAFETY ELEMENT

Preface

Introduction

The Safety Element provides a framework by which safety considerations are introduced into the land use planning process and the redevelopment process. This element contains the Goals, Objectives and Policies to protect residents from natural and man-made disasters. This element focuses on emergency planning and measures that can be taken to mitigate hazards such as noise and hazardous waste. It encourages critical thinking in order to reduce future loss of life, injuries, property loss, environmental damage, and social and economic disruption from natural, technological (man-made) or national security disasters. Natural occurrences may be a flooding or fire event; man-made occurrences may be events involving the transportation of dangerous cargo; national security events include terrorism. In this Element, emphasis is placed on creating a greater public awareness of potential hazards, developing and implementing programs which increase safety, designing new development standards to take into account and minimize the risks from natural and man-made hazards, and providing policies directed at identifying, responding to, and reducing hazards. In general, the City should always continue to explore ways to reduce risk.

Past, Present and Future Trends

Avondale utilizes several legal and regulatory capabilities such as codes, ordinances, plans, manuals and guidelines, and planning studies to aid in creating a safe community. One such measure is Avondale's Emergency Operations Plan. This plan provides direction and guidance to Avondale's governmental departments and supporting agencies in terms of preparation for and execution of assigned emergency tasks. FEMA (Federal Emergency Management Agency) requires that the plan be updated every 10 years. Avondale reviews the plan annually and makes formal updates every 5 years. Arizona Revised Statutes requires that a local emergency planning committee prepare and annually review an Emergency Response Plan for its emergency planning district in order to address emergencies due to the release of hazardous materials from facilities and transportation vehicles in its district. The Emergency Response Plan is not limited to hazardous materials situations. In addition, each local the Emergency Planning Committee shall conducts at least a biennial exercise of its Emergency Response Plan. The local emergency planning committee is responsible for identifying the resources that are critical to executing the Emergency Response Plan.

Each The Emergency Operations Response Plan includes:

- Identification of key officials who will make decisions involving the execution of the Emergency Operations Response Plan;
- Provision of an inventory of trained personnel, facilities, equipment, and organizations that are needed to carry out the Emergency Response Plan;

- Agreements with other agencies and communities to exchange aid in time of crisis.

~~At Avondale, the focal point for emergency response is the Fire Department, with the assistance of the Police Department and local hospitals. The Fire Department is the custodian for the Avondale Emergency Operations Plan. Another facet of emergency response in Avondale is the Community Emergency Response Team (CERT). CERT is a group of certified volunteers in place in the event that the Avondale Fire Department is unavailable.~~

~~The focal point for all emergency management plans and coordination is the Maricopa County Emergency Operations Center. The agency is located at the Papago Military Reservation in a hardened, underground operations center. The center, staffed with trained personnel, is equipped with the communications system necessary to coordinate any major man-made or natural disaster.~~

The City of Avondale, along with Maricopa County and other jurisdictions around the Valley, updated the existing multi-hazard mitigation plans and consolidated them into one multi-jurisdictional, multi-hazard mitigation plan: the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (PLAN) adopted in November of 2009. In essence, the mitigation planning process involved identifying and profiling the natural hazards most likely to occur in a community, assessing the vulnerability to these hazards, and establishing goals, actions, and projects that mitigate the associated risks. The update of this mitigation plan will also ensure the community's continued eligibility for non-emergency, federal hazard mitigation grants. Updates are required every five years, with each plan cycle requiring a complete review, revision, and re-approval of the plan at both the state and FEMA level. Avondale has an approved FEMA hazardous mitigation plan.

The 2009 PLAN with respect to Avondale includes:

- Summary of Avondale's current regulatory, legal, and fiscal capabilities with respect to hazard preparedness criteria;
- A synopsis of the City in terms of unique qualities and growth patterns that may affect hazardous mitigation planning;
- Summary of mitigation actions and projects and implementation strategy for Avondale.

With its proximity to the Estrella Mountains and naturalized open areas, the City recently created and adopted a Wildfire Protection Plan. Cooperatively with Federal, State, and Maricopa County agencies, nearby municipalities, and local Indian nations, a plan was developed to respond to, manage, and eliminate large wild brush fires should they occur. This plan also allows for the City to apply for necessary grants to support emergency efforts throughout Avondale.

Avondale is also at risk to certain disasters due to its proximity to the I-10, Palo Verde Nuclear Generating Station (PVNGS), and to a lesser degree Luke Air Force Base. The I-10 is a major transportation route where hazardous cargo is moved into and out of

the Phoenix metro area on a regular basis. Maintaining highway safety as well as being prepared for any kind of collision outcome is critical.

PVNGS, located within 35 miles of Avondale, is required by Federal regulations to have both on-site and off-site emergency response plans as a condition for obtaining and maintaining a license to operate the plant. The "Palo Verde Emergency Plan" (on-site plan) was prepared and is maintained by PVNGS. The "Offsite Emergency Response Plan for Palo Verde Nuclear Generating Station" (off-site plan) was prepared by state and local governments. It is a joint effort to maintain the Off-site Plan. While Avondale is not in a plume exposure pathway, it is in an ingestion exposure pathway. Contamination control measures would be implemented to protect the public from eating or drinking any contaminated food or water caused by this exposure. State and local governments are prepared to quickly notify and provide advice on what actions to take in the event of a radiological emergency.

Luke Air Force Base does not directly impact Avondale in regards to potential hazards occurring on base. However, the Hazardous Mitigation Plan does identify and propose mitigation for noise and safety concerns associated with Luke. Luke Air Force Base does have in place safety plans should an aviation mishap occur. Luke takes into account the possibility of casualties off-base from the civilian population as well as Luke responders, financial burdens placed on local businesses or private citizens, cleanup and recovery of any hazardous materials or munitions, and the return of any incident site to the same condition or better than prior to the incident.

Finally, Design review has been an important component of the process to minimize hazards at in Avondale. As the City grows, it will remain important to have site and development plans that incorporate solutions to potential problems such as flooding.

As in all communities, human activities and natural conditions occurring in Avondale have an effect on residents' quality of life. Providing an environment where businesses and residents can prosper, feel safe, and be prepared for emergency situations is essential.

Planning Issues

- ~~New development will have to be planned and designed in a manner that minimizes noise impacts on neighboring noise sensitive areas.~~
- ~~Potential flood and geologic hazard areas must be identified and managed as the community grows.~~
- ~~Emergency Response Plans should be updated in order to accommodate growth.~~

Goals, and Objectives and Policies

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

3. GOAL: MAINTAIN A THE CURRENT EMERGENCY RESPONSE PLAN.

Emergency Response Plans are required by all communities.

- 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.
 - D. Objective: Enhance local policies for hazard mitigation capability.
 - E. Objective: Provide for inter-jurisdictional coordination of mitigation-related programming.
- 4. GOAL: CONTRIBUTE TO THE CREATION AND MAINTENANCE OF SAFE COMMUNITIES BY INITIATING EFFORTS TO REDUCE AND PREVENT CRIME.**
- A. Objective: Utilize technology and provide new equipment as needed to deliver real time information for the efficient delivery of police services in order to meet current national standards.
 - 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 proactive, rather than reactive, to a response.
 - F. Objective: Continue to implement and maintain the Community Action Team (CAT) to assist in proactive law enforcement measures.
- 5. GOAL: CONTINUE TO PROVIDE FOR THE PROTECTION OF LIFE AND PROPERTY FROM THE DESTRUCTION OF FIRE AND TO MITIGATE OTHER LIFE-THREATENING INCIDENTS.**

~~Our quality of life is based on the extent to which our City is safe.~~

- A. Objective: Encourage new development to be planned and designed to minimize ~~noise impacts on neighboring noise sensitive areas and to minimize noise interference from outside noise sources~~ negative and undesirable health and safety hazards to the community.
- 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 equipment, chemical use, and other health and safety.~~ Use design features and planning strategies at all public and private development that meets current health and safety standards.
- D. Objective: Enhance safety and sense of safety by prioritizing Crime Prevention Through Environmental Design (CPTED).
- E. Objective: Communicate Avondale's general safety measures and successes to the community on a regular basis.

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

~~As we develop, we must make sure that we consider the safety of our residents in unforeseen events~~

- 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.~~
- C. Objective: ~~Minimize the risks to lives and properties due to flood hazards.~~
- D. Objective: ~~Minimize the rises to lives and properties due to fire hazards.~~
- B. Objective: Minimize the risk to lives and properties due to disastrous events as a direct result of the intentional or unintentional actions performed by a person or persons.
- C. Objective: Educate the public on disaster preparation, survival and recovery.

- 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 new, state-of-the-art facilities as needed and upgrade and existing fire station facilities to provide a high level of service to the community.
 - D. Objective: Seek 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.
- 6. GOAL: PROVIDE FIRE, 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.

Maps and Figures

(Add Maps/Figures Here is applicable)

DRAFT

Community Facilities Theme

WATER RESOURCES ELEMENT

Preface Introduction

Water is legally considered a public resource and therefore, government regulates the use and quality of water. Sufficient water supplies along with effective and efficient water management programs are crucial for all communities. The primary purpose of this element is to ensure that Avondale's water resources are sustained and protected. This element also provides the City with the opportunity to consider water demand in tandem with land use, anticipated growth areas, and infrastructure. To this end, the Water Resources Element provides an integrated set of Goals and Objectives that addresses acquiring and managing an adequate and reliable supply of water; ensuring that water meets all quality, health and regulatory standards; proactively maintaining reliable water distribution and wastewater treatment system infrastructures; and developing policies that conserve and promote recycled water uses. Historic and current water system conditions are summarized below with a focus on future issues and opportunities where City policy decisions are anticipated to be needed on the direction for water system activities. To ensure that communities plan to have an adequate future water supply, A.R.S. 9-461.05 C.5 requires that a water resources element that describes available water supplies and how those supplies are adequate to meet current and future needs or a plan to meet future water needs be included in the 2002 Plan.

Past, Present and Future Trends

Historically, Avondale has had adequate water supplies. However, statewide, in the 1970's, it was recognized that substantial groundwater depletion was occurring in the aquifers of Central and Southern Arizona. Overdraft of groundwater in some areas resulted in significant lowering of groundwater levels, surface subsidence and cracking, water quality problems due to intrusion of poor quality water into the aquifer, and/or loss of aquifer storage space. In response, the Arizona Groundwater Code was enacted in 1980 to address the long-term management of groundwater supplies in the state. Adoption of the Code created the Arizona Department of Water Resources (ADWR) which oversees the use of surface water and groundwater and works to develop the policies to ensure long-term water supplies for the people of Arizona. Enactment of the Code additionally created several five Active Management Areas (AMAs) within the state, each of which must develop a plan to achieve goals for water management set by the state and to ensure a 100-year supply of water within it, and directed ADWR to develop management plans for each. Management plans contain regulatory programs and other mechanisms designed to meet the management goal set for each AMA.

Under current corporate boundaries, Avondale is located entirely within the Phoenix AMA and participates is subject to regulatory programs and conservation requirements set forth in the management plan prepared for in the Phoenix AMA plan. The management goal of the Phoenix AMA is to attain "safe-yield" by the year 2025. Achieving safe-yield, as defined in the Code, means "to achieve and thereafter maintain a long-term balance between the annual amount of groundwater withdrawn in an active management area and the annual amount of natural and

~~artificial groundwater recharge in the active management area" (A.R.S. 45-561(12)).~~ Should the City expand in a southeasterly direction, a portion of the City may be included in the Pinal AMA. ~~The economy of the Pinal AMA is predominately agriculturally based and the goal of the Pinal AMA is to allow the development of non-irrigation water uses, extend the life of the agricultural economy as long as feasible, and preserve water supplies for future non-irrigation uses.~~

~~To achieve the goals of the AMAs, five management periods were implemented established, which cover the time period from 1980-2025.~~ Under the Code, the First, Second, and Third Management Plans were mandated to include conservation programs that required reasonable reductions in per capita use of water served by municipal water providers. To comply with this mandate, ADWR instituted the Total Gallons Per Capita Per Day (GPCD) Program. By setting allowed total GPCD requirements, responsibility is placed on the water providers to ensure efficient water use by their residential and non-residential water users. Alternative regulatory programs also are available to municipal water providers located within AMAs.

~~The Third Management Plan: 2000-2010 is currently in effect. The Third Management Plan addressed the ADWR's long-term water management strategy, with particular emphasis on the third management period (2000 to 2010). The end of this management period marked the midpoint of the Arizona's effort to achieve its groundwater management goals. ADWR is currently preparing to draft the management plan for the fourth management period. ADWR staff is evaluating progress towards the management goal (safe yield) for the Phoenix AMA. At the conclusion of this process, efforts in drafting the actual plan are scheduled to begin. General guidelines for the Fourth Management Plan are found in A.R.S.45 §45-567. The guidelines for the Fourth Management Period are similar to those for the Third Management Plan. The plan may include additional water conservation requirements for the City of Avondale. The programs of the Third Management Plan are aimed at increasing the efficiency of water use in the municipal sector. Avondale has been classified as a municipal provider by ADWR and will need to meet the conservation requirements specified in the Third Management Plan. Those requirements include components for existing residential water use, new residential water use, non-residential water use, and lost and unaccounted-for water use.~~

~~There is additionally increasing importance on matching waters of lesser than drinking water quality to appropriate uses. For example, golf courses may benefit from the effluent from wastewater treatment plants which otherwise may have been discarded. And, finally, there is continued emphasis on education programs to alert Arizona's water users to wasteful water use practices and to encourage water conservation measures.~~

~~Avondale is currently in compliance with the conservation requirements of contained in the Third Management Plan prepared for the Phoenix AMA. Through a combination usage of Salt River Project surface water, CAP water, and groundwater, through-groundwater allowance, incidental recharge, and membership in the Central Arizona Groundwater Replenishment District (CAGRD), the City has satisfied all requirements for a Designation of Assured Water Supply (AWS 99-001 Decision and Order No. 26-002003), which was issued in 1999. The City has received a new Decision and Order (No. 86-002003.0002), which is based on an application for Re-designation of Assured Water Supply submitted in October, 2008. This will lead to an~~

additional Designation of Assured Water Supply (AWS No. 2010-004) that will allow the City to develop through the year 2025 and shows that current and future water demand will be met completely with renewable water supplies, without dependence on mined groundwater. Additionally, water supplies available to the City ~~have been found~~ continue to meet State water quality standards. Avondale promotes water conservation programs among its water users and remains committed to the AMA's goal of safe-yield by the year 2025.

Notably since 2002, the City commissioned the Water Resource Master Plan project which included an update to the Water Resource Master Plan. The purpose of updating this Master Plan was to incorporate changes in land use and development planning since 2002. The Master Plan also recommended how best to utilize the City's water resources to provide an adequate and cost-effective water supply of good quality for current and future residents (the Water Resources Master Plan did not include the area south of the Estrella Mountains in its study). The Plan determined that the City's strategy would be to meet its water resources needs for current and future development with renewable supplies (SRP, CAP and reclaimed water). As demonstrated in the Plan, Avondale has achieved this and will be able to do so even during most times of shortage. The City is about to receive a new designation of assured water supply, which will allow it to continue to develop within our water service area (the designation indicates that we have the water resources available to meet and serve current and future development for at least 100 years). This new designation of assured water supply is based on serving our current and future customers with renewable water supplies as opposed to mined groundwater. It is important to note that the City is not currently the water service provider for areas within the Liberty Water Company, the Rigby Water Company, or to Phoenix International Raceway (PIR). Avondale plans to serve the Rigby Water Company service area and PIR in the future as well as provide wastewater services as these areas are on septic systems.

Current and Future Water Demand

The following information is from the Water Resource Master Plan document. Detailed data and analysis can be found in the document itself. This element supports the findings of the Water Resource Master Plan.

In 2008, the City was granted by ADWR its request to modify its Designation of Assured Water Supply. This designation recognizes that the City is physically, legally, and continuously able to supply its projected and committed demands for 2010 of 21,186 AF for 100 years. This assured water supply includes SRP entitlement water, CAP subcontract water, and groundwater. The significance of this modification is that it demonstrates that sufficient renewable supplies are available to the City to accommodate future growth, as planned, without depending on excess groundwater (groundwater to be replenished by the CAGR). Currently, the City's average daily water demand is estimated at 5,624 gallons per minute (gpm) (approx. 8,750 ac-ft/yr). For the year 2000, the total usage was estimated at approximately 7,000 ac-ft. This number is lower than the estimated demand probably because some of the developments included in the demand estimates are not completely built-out. The maximum daily water demand is estimated at 12,935 gpm.

Other significant findings in the Water Resources Master Plan with respect to water availability and growth are that for all development and growth scenarios evaluated in the Plan, the City's available SRP water entitlements as well as CAP allocations, long-term storage credits, groundwater allowances, reclaimed water, and the anticipated White Mountain Apache lease water are sufficient to support the City's planned land uses through build-out. This is even valid without utilizing CAGRDR replenishment water. Furthermore, the City's available water supplies are sufficient to support planned land uses under water shortage conditions. Considering further development of Coldwater Springs and the Durango Area as presented in the 2000 Draft Water Master Plan for the Durango Area, the average daily and maximum daily demands are expected to rise to 8,927 gpm (approx. 13,900 ac-ft/yr) and 20,533 gpm respectively at build-out.

Therefore, it is recommended that the City continue to build wells, and, continue to explore water reclamation opportunities and possibly plan for a future WTP site. These recommendations go hand-in-hand with maintaining the City's ongoing water resource planning activities including conservation strategies, educational programs, and local regulations as described below.

Existing Water Supplies

A detailed description of the City's existing water resources can be found in the Water Resources Master Plan. The document describes water availability in terms of the modified Assured Water Supply modified designation. The following is a list of these resources according to the Master Plan:

- Salt River Project (SRP) water entitlements
- Central Arizona Project (CAP) allocation
- Groundwater including Phase-in Allowance, Incidental Recharge, and Extinguishment Credits
- Central Arizona Groundwater Replenishment District (CAGRDR)

~~The City is currently conducting a detailed document search relating to Avondale's entitlements to various water resources. The results of that study may produce numbers different from those presented in this summary.~~

~~*Groundwater Wells:* The City is served by groundwater well numbers 1, 6, 7, 8, 10, 11, and 12. The total current available water supply from these wells is approximately 10,100 gallons per minute (gpm) per the 2000 Draft Water Master Plan for the Durango Area. ADWR reports the available well capacity at 14,291 ac-ft/yr.~~

~~*Central Arizona Project (CAP) Water:* The City of Avondale has been allocated 4,746 ac-ft/yr of CAP water. This is approximately 1.5% of the total allotted municipal and industrial sectors of the Phoenix AMA. Drought conditions could effect the allocation but, generally, the CAP allocation serves as a reliable and renewable water source. At present, this water is being directed to the Avondale Wetlands Project for groundwater recharge.~~

~~*Salt River Project (SRP) Water Rights:* As of December 2000, the City has 2,226 acres that carry entitlements. At the rate of 3 ac ft of water per acre of entitlement, this calculates to Avondale having 6,678 ac ft/yr. It is estimated that at ultimate buildout, Avondale may have as much as 5,773 acres that carry entitlements. At the same rate of 3 ac ft/ac, this would correspond to 17,319 ac ft of water. The 3 ac ft/ac rate is an estimated average rate and applies in most years. A year of extreme drought or excessive flooding could result in the rate being modified for that year. Avondale also has pump rights to an additional 2,214 ac ft of water. SRP water must be used on project that essentially means it must be used for the area east of the Agua Fria River.~~

~~*Effluent:* The City currently generates 3.0 mgd of effluent (approximately 3,240 ac ft/yr) and plans exist to expand the City's wastewater treatment plant to keep pace with future growth. As the population of Avondale increases, this value will also increase. The effluent is discharged into the confluence of the Agua Fria and Gila Rivers. It is anticipated that Phase 3 of the Avondale Wetlands Project will include the pumping of effluent to the project for groundwater recharge.~~

~~*Incidental Groundwater Recharge:* Under the AWS rules, a water provider is permitted to recognize 4% of the provider's annual demand as incidental recharge. This consists of water that is returned to the aquifer after it has been beneficially used. ADWR has calculated an extra incidental recharge rate for providers which is based on turf-related facilities served by the provider. This extra rate increases Avondale's incidental rate to 4.43%. The resulting incidental recharge volume for Avondale ranges from 293 ac ft in 2001 to 503 ac ft in 2010.~~

~~*Assured Water Supply:* Under the Assured Water Supply (AWS) Rules water providers are allowed a groundwater phase-in allowance to allow providers time to "phase-in" renewable water supplies. This allowance is computed as 7.5 times the amount of water supplied by the provider to its customers in 1994. In 1994, this volume was 3,536 ac ft. Therefore, the groundwater allowance is 26,520 ac ft. When averaged over 100 years, the allowance is 265 ac ft per year.~~

~~*Recharge Credits:* Recharge credits may be accumulated to offset groundwater use. Through 1999, Avondale has accumulated 6,840.50 ac ft of recharge credits by utilizing its groundwater recharge project at the Avondale Wetlands. The total credits is expected to increase by approximately 3,000 ac ft when determined for the year 2000.~~

~~*Central Arizona Groundwater Replenishment District (CAGR) Service Area Membership:* The City became a member of the CAGR on January 16, 1998. This membership allows Avondale to replenish excess groundwater through CAGR facilities.~~

~~*Groundwater and Irrigation Grandfathered Rights:* The City has some grandfathered rights but these are estimated at less than 20 ac ft and are, basically, insignificant.~~

~~*Agua Fria, Salt, and Gila Rivers:* The City does not appear to have any surface water allocations from these rivers.~~

Water Conservation Programs

Avondale actively pursues engaging the public with respect to conserving water. In doing so, the City promotes ways of insuring the reliability of our water supply, saving money for our residents and our community, and preserving and protecting our natural resources. The following list demonstrates how Avondale promotes water conservation to its residents:

- Xeriscape Landscape Rebate (for single family home)
- Irrigation Timer Rebate
- Plumbing Rebate Program
- Landscape Consultations
- HOA Water Budgeting Assistance
- Investigations of water in the streets/water wasting

Education: The City currently has ~~an~~ several educational programs ~~which it presents in grade schools~~ available to the public, with a focus on school children. Programs include:

- Water Conservation and Landscape Classes for Homeowners
- Water Conservation School Assemblies
- Xeriscape Demonstrations
- Teaching Resources for Educators
- Project WET
- Water Self-Audit Kits for Homeowners

~~The program consists of classroom lecturing/discussions and handouts of water conservation activity booklets.~~ The City also has brochures that are available to the general public to promote water conservation.

Low Water Use Fixtures: The City has low water use fixtures, such as, showerheads, aerators, etc. which are available to the residents of Avondale at no charge.

Water Conservation Regulation

The City has several Ordinances in place to regulate water usage:

- Chapter 4-76 Plumbing Code
- Chapter 24-160 to 24-163 Water Use Plans
- Chapter 24-34 Waste of Water Prohibited
- Water Rate Structure

Landscaping Ordinance

Lastly, the City's new Landscape Ordinance promotes the use of native plant materials which includes adhering to ~~The City requires that all new developments use ADWR's listing of low~~

water use plants to determine acceptable landscaping vegetation. All new developments must also submit a water conservation plan to the City for approval.

Planning Issues

- ~~Water quality has been an issue, with high nitrate levels necessitating the abandonment or closure of several service wells. Wells located nearest the Agua Fria River have generally produced the higher quality waters needed for domestic consumption.~~
- ~~Avondale has recently implemented a groundwater recharge program, and has plans for an expansion of recharge facilities, to include recharge of effluent. Expansion of the wastewater treatment plant is currently underway.~~
- ~~Infrastructure for water supply and wastewater will be required to service new development areas, particularly those areas south of the Gila River.~~
- ~~Effective water resource planning and management is essential for the growth of Avondale.~~
- ~~The City must continue to evaluate its groundwater quality and supplies and alternative water sources to meet the water demands of future development.~~

Goals, and Objectives and Policies

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 USERS WITHIN THE CITY.

~~Accomplishment of this goal will result in adequate water supplies to serve future growth and current residents and businesses.~~

- Objective: Meet or surpass all applicable water quality standards.
- Objective: Maximize the beneficial use of reclaimed water.
- 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.~~
- 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.
- Objective: Strive to be compatible with other water and wastewater related planning activities within the region as well as monitor that the region is compatible with Avondale's priorities.

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.

~~All of our resources are not renewable. We must use them wisely, develop ways to replenish them so they can continue to support future growth and development~~

- 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.~~
- 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.
- F. Objective: Strategize to gain and maintain control of water resource opportunities.

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

~~The City must provide water and wastewater services to new areas while continuing to maintain and improve water and wastewater services to developed areas.~~

- 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 AND CONSERVATION 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.**~~

~~Without water, we can not continue to function as a community.~~

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

Maps and Figures

(Add Maps/Figures Here is applicable)

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Open Space Theme

OPEN SPACE ELEMENT

Preface

We view our open spaces as fundamental elements of our City's character, places to recreate, and essential to our continued high quality of life, and our residents' health and well-being. To ensure that these community assets are conserved and enhanced as we continue to grow, how we plan to conserve our natural environment and undeveloped open spaces and provide active recreation opportunities and developed parks for our residents forms the components on this planning theme. The ~~specific 2002-2012~~ General Plan elements that are included in this theme are ~~Environmental Planning~~ Open Space and Recreational Amenities.

Historically, Avondale has been a place of dramatic views with diverse recreational opportunities and open landscapes, which all contribute to and help define our character. It is apparent that long-time and new residents alike appreciate our open space resources ~~and a recurring theme in our Town Hall meetings has been to preserve them and the character they provide to the community~~ having ranked this as a high priority through citizen surveys and community meetings. Therefore, the focus for residents is to preserve the City's open space ~~them and the unique character that they it provides~~ to the community. The Open Space Elements include Goals and Objectives ~~and Policies~~ to help Avondale conserve these important areas in the future.

In addition to conserving our open spaces, we must consider how development impacts the environment in which it thrives. ~~The Environmental Planning~~ The Open Space Element includes goals ~~policies and objectives~~ to help us minimize ~~the unwanted~~ impacts of development on our environment ~~—in particular on our air and water~~ and provides a vision for an active pedestrian oriented and an interconnected community that promotes an active outdoor lifestyle. The element also outlines goals and objectives to establish a framework for the City's overall trail system to include the Tres Rios Greenway Specific Plan; a regional trails system designed to provide a more livable environment, as well as enhancing adjacent developments.

As we transition from a rural community to a suburban and urban City, our concept of open spaces has been broadened to include active and passive recreational opportunities, which requires developed parks and facilities. The majority of our residents are young and active. Therefore, the need to further define open space and its purpose will shape how our residents recreate and co-mingle within their community, how tourist and visitors to Avondale utilize their leisure time, and how we as a city create a sense of place and harmony with the environment. The City has prepared a recreation master plan, that compliments the ~~Recreation~~ Recreational Amenities Element with broad goals and objectives that establish levels of services and facilities for the community.

Introduction

Open Space in Avondale is a diverse community where residents live in harmony with their natural environment. The natural environment is plentiful in open space which includes the Agua Fria, Salt and Gila Rivers, irrigation canals, Monument Hill, Durango Channel, the Estrella Mountains, trails, wildlife and agricultural areas, and several community and regional parks. Taken Together, these resources provide some of the most significant views, recreation opportunities, and wildlife habitat in the county state. Our open spaces define our community and are fundamental to our high quality of life. This element identifies future needs and methods to conserve, protect, acquire, and promote these areas and their functions as regional connections to other cities. In accordance with state law, this plan does not identify private open space that has not been identified in writing as dedicated open space. Private property may not be designated as open space for the purposes of public planning, or protection through restriction without prior written consent of the owner. Open space is land or water retained for use as active or passive recreation or for resource protection in an undeveloped state. It includes many forms.

The Plan identifies general open space areas that are appropriate for preservation and compares the characteristics of those areas to determine which are most valuable, such as:

- Mountain views
- Unique aesthetic features
- Valuable wildlife habitat
- Cultural and recreational opportunities
- Other areas important to human health and safety, including steep slopes, drainage ways, watersheds, wetlands, and flood plains

Open space is important from a cultural, recreational, and environmental perspective. Parks provide visual appeal, promote healthy lifestyles, and give a sense of pride to neighborhoods. Avondale's land locked position within a greater regional area precludes annexing land for additional parks or open space. Therefore, partnerships with schools, the generosity of benefactors to the community, and the inclusion of open space within private development will need to take place.

As there are many methods of preserving open space, and many public agencies that have jurisdiction over land, the General Plan is meant to help coordinate the various public and private efforts and assure that resources of the community are used most effectively in the development and preservation of open space.

Past, Present, and Future Trends

Several Regional planning efforts have already been initiated for the Agua Fria, Salt, and Gila Rivers. These include the Flood Control District of Maricopa County Agua Fria Area Drainage Master Plan, the Maricopa Association of Governments (MAG) West Valley Rivers Non-Motorized Transportation and Desert Spaces Plans, the Flood Control District of Maricopa

County El Rio Watercourse Master Plan, the Rio Salado West Plan, the Tres Rios Greenway Specific Plan, the Maricopa County Trails Master Plan and the county-wide trails effort. These plans offer coordinated recommendations within Avondale and identify linkages that connect our open space resources to regional resources. While these areas have been identified in plans, they are largely undeveloped, and there are few existing formal connections to them. To make these resources valuable to the community, additional formal access points are needed. Once developed, these planned linkages will have the net effect of leveraging our open space resources so our residents are connected to resources within other communities and the county. In the future, the implementation of these plans through public and private partnerships will enhance the quality of these resources and make them more accessible to our residents.

~~In addition to the regional plans, which are focused on the rivers, the City of Avondale adopted the Tres Rios Greenway Specific Plan in April 1997. The Tres Rios Plan was a coordinated effort among state, federal and local agencies and private land owners and the City to unite the Agua Fria, Salt, and Gila Rivers and City recharge areas into a single, connected green space consisting of trails and open spaces. This plan has been incorporated into other plans, including the Agua Fria, Salt, and West Valley Rivers Non-Motorized Transportation Plans. The plan also included guidelines to encourage the incorporation of open space into private development in return for density bonuses. The City also coordinated other projects with the Tres Rios Greenway Plan. The design guidelines for Planned Area Developments support implementation of the Tres Rios Greenway Plan. The City's recharge projects are designed as multiple use facilities that provide open spaces and trail connections in conformance with the Tres Rios Greenway Plan. The Guidelines for Canals that were adopted by the City in 1997 require a 30-foot Public Access Easement along the Roosevelt Irrigation District Canal, and provide another connection to Avondale's River Greenways. As the City develops, these plans will continue to be implemented.~~

~~The Estrella Mountains define the northern edge of our south planning area, provide a dramatic backdrop for the City north of the Gila River and provide open spaces for recreation and wildlife. As development occurs within the south planning area, the slopes and environmentally sensitive areas around the Estrella Mountains must be protected and conserved.~~

Avondale's agricultural areas are important open spaces because they remind us of our history as an agricultural community, create transitional zones between suburban developments, and provide visual relief from the built landscape. It is likely that without the implementation of mechanisms for the purchase of these properties or their development rights, these agricultural areas will be developed with other land uses in the future.

Avondale's growth is and will continue to result in the development of private land that once provided visual relief from the developed environment. However, there are opportunities to preserve the natural amenities that are unique to Avondale, such as building upon the agricultural roots of the community with rural low density developments, equestrian centers, and bridal paths.

The rivers, associated 100-year floodplains, and Estrella Mountains comprise approximately 9,600 acres of open space within the City.² An inventory of additional open spaces, provided by developed parks, golf course, and recreation areas, includes over 2,800 acres is included in the Recreation Element of this Plan. Based on the current inventory, Our existing open spaces should adequately serve our residents.

Trails

Avondale's planned trails and existing bikeways connect homes to parks, shopping areas, businesses, schools, Estrella Mountain Community College, and to the trails on public land surrounding the City. The City of Avondale currently does not have existing and/or developed trails except for the unpaved trail system integrated within the Crystal Gardens development, which is approximately eight miles.

The City of Avondale adopted the Tres Rios Greenway Specific Plan in April 1997. The Tres Rios Plan was a coordinated effort among state, federal and local agencies, private land owners, and the City to unite the Agua Fria, Salt, and Gila Rivers, and City recharge areas into a single, connected green space consisting of trails and open spaces. This plan has been incorporated into other plans, including the Agua Fria, Salt, and West Valley Rivers Non-Motorized Transportation Plans. The plan also included guidelines to encourage the incorporation of open space into private development in return for density bonuses transfers.

The City also coordinated other projects with the Tres Rios Greenway Plan. The design guidelines for the Estrella Foothills Area support implementation of the Tres Rios Greenway Plan. The City's recharge projects are designed as multiple use facilities that provide open spaces and trail connections in conformance with the Tres Rios Greenway Plan. The Guidelines for Canals that were adopted by the City in 1997 require a 30-foot Public Access Easement along the Roosevelt Irrigation District Canal, and provide another connection to Avondale's River Greenways. As the City develops, these plans will continue to be implemented.

River Corridor

The land in and around the Salt and Gila River and Agua Fria River are some of the most environmentally sensitive and significant areas within the southern area of the City. Preservation of these areas and protection of the native wildlife in the area is a priority for Avondale. The Gila and Agua Fria Rivers corridor focuses on the preservation, protection, and enhancement of the two rivers and their riverine environment. The goals include enhancing the visual quality of the river, development of recreational opportunities on the Gila and Agua Fria Rivers, increasing river accessibility, and maintenance of the rivers' natural ecology. River land use designations, such as the Gila River Scenic District, have been established to control development and use of the river corridor while enhancing eco-tourism opportunities and open space around the Base and Meridian Wildlife area.

In addition to being a source of water for community residents and wildlife, the Gila River has

become an increasingly important recreational amenity. The river is used extensively for canoeing, and fishing, and wildlife viewing. The City has focused considerable effort in the planning for a recreational trail system in and along the river corridor. The City has a strong interest in maintaining the quality of the water and protecting river flows.

Estrella Mountains

The Estrella Mountains, which define our south planning area, provide a dramatic backdrop for the City north of the Gila River and provide open spaces for recreation, camping, backpacking, hiking, mountain biking, and wildlife viewing. As development occurs within the south planning area, the slopes and environmentally sensitive areas around the Estrella Mountains must be protected and conserved.

Protecting Mountain Views

Preserving access to and vistas of natural areas, such as the Estrella Mountains, Monument Hill, and the Gila River are critical for the City. Protecting hillsides and ridgelines overlooking the community from inappropriate development is equally important. Avondale has secured significant open space land to supplement state and federal lands to establish and maintain the natural vistas that form the scenery around the City.

Public and private development should be designed to minimize disturbance of hillsides and to ensure that community residents will enjoy safe access to the public lands surrounding Avondale. As flat land becomes scarcer, pressure to develop along hillsides will increase, prompting aesthetic, engineering, and safety concerns.

Development on the City's hillsides is highly visible. Hillsides inside and outside of the current City limits serve as wildlife habitat areas, yet also represent significant wildfire hazards. While building safety and some environmental impacts from development on hillsides and steep slopes can be mitigated through engineering techniques, these techniques have little effect on residents' views and negative effects on area wildlife.

Wildlife Habitat

Bird watching and wildlife viewing is a major attraction for the City. The area is home to a multitude of bird and wildlife species, such as the Green Heron, Gambel's Quail, Bald Eagle, Cactus Wren, Spotted Sandpiper, and many others, especially in the Base and Meridian Wildlife Park. As development occurs in and around the Gila River and along arterial roads leading into the southern area of the City known as the Estrella Foothills, there will continue to be increasing conflicts between development and wildlife. The high potential for disruption of normal movement through the open space corridors could damage local animal populations. Therefore, by preserving adequate open space corridors and by increasing awareness of ways to limit wildlife/people problems, Avondale will continue to work with its partners to include the Arizona Game and Fish Department, the Bureau of Land Management, Maricopa County

Flood Control District, and other government agencies to implement programs to protect the species.

To guide the City in its open space conservation efforts as it develops, an Open Space land use category is included on the ~~2002~~ 2012 Plan land use map. This designation implements the goals and objectives of the Land Use, Open Space, and Recreational Amenities Elements by: ~~and Preservation and Conservation, and Open Space Elements by:~~

- Conserving natural resource areas required for the conservation of plant and animal life, including habitat for wildlife species; areas required for ecological and other scientific study purposes; floodways and floodplains;
- Maintaining areas of importance for outdoor recreation including areas of outstanding scenic, historic, and cultural value; areas particularly suited for park and recreation purposes including those providing access to the Agua Fria, Salt, and Gila Rivers; and areas which serve as links between major recreation and open space reservations, including utility easements, banks of rivers, trails, and scenic highway corridors;
- ~~Delineating open space for public health and safety including, but not limited to, areas that require special management or regulation because of hazardous or special conditions, such as flood plains areas required for the protection of water quality, and areas required for the protection and enhancement of air quality.~~
- Providing for open spaces to create buffers that may be landscaped to minimize the adverse impact of one land use on another.

The rural residential land use designation is also designed to identify areas appropriate for low density development that is considered a private open space resource.

Planning Issues

- ~~There is an opportunity to preserve the natural amenities that are unique to Avondale, such as the Agua Fria, Salt and Gila Rivers, and the Estrella Mountains.~~
- ~~Non-motorized connections between the community and recreation amenities, such as parks, open spaces, rivers, and mountains will make our resources more valuable to our citizens and connect them to other communities.~~
- ~~Public access to open space is needed to enable the community to enjoy the rivers and mountain areas.~~

Goals, and Objectives and Policies

I. GOAL: IDENTIFY, PROTECT, AND PRESERVE THE NATURAL AMENITIES AND ENVIRONMENTAL ATTRIBUTES THAT ARE UNIQUE TO AVONDALE.

~~Avondale's location at the confluence of three rivers, with the Estrella Mountains as a backdrop, presents a unique opportunity to provide recreational and open space amenities of regional significance to the city's residents and visitors.~~

- A. Objective: Preserve and enhance the Agua Fria, Salt, and Gila Rivers corridors, the ~~and~~-associated 100-year floodplains, ~~and~~-the Estrella Mountains, ~~and~~ the unique riparian areas for their natural and aesthetic qualities.
- B. Objective: Require new development adjacent to the Agua Fria, Salt, and Gila Rivers, and Estrella Mountains to provide public access to these areas. ~~Make Avondale's unique natural setting central to its identity.~~
- C. Objective: Work with other public and private groups to establish greenbelts and preserve open areas consisting of a network of public and private lands and hillside areas, such as Monument Hill. ~~Protect and maintain sensitive environmental areas associated with the Agua Fria, Salt, and Gila Rivers.~~
- D. Objective: Work with other public and private groups to establish greenbelts and preserve open areas consisting of a network of public and private lands and hillside areas, such as Monument Hill. ~~Protect and maintain sensitive environmental areas within the Estrella Mountains.~~
- E. Objective: Re-vegetate and restore to their natural appearance, when practical and feasible, disturbed areas of the Rivers. ~~Preserve and enhance unique natural xero-riparian and riparian areas for their natural and aesthetic qualities.~~
- F. Objective: Pursue private dedications of open space land or conservation easements in areas adjacent to public open space.
- G. Objective: Establish a dedicated fund to be financially prepared to take advantage of opportunities and leverage grants from other agencies when critical land becomes available for greenway protection.
- H. Objective: Coordinate plans and capital funding responsibilities through the Capital Improvement Program (CIP).
- I. Objective: Preserve existing habitat areas of the wildlife and desert plant species.
- J. Objective: Develop a plan to encourage indigenous vegetation and riparian habitats to be maintained and enhanced, where possible.
- K. Objective: Design open space areas with selected plants that attract native birds and animals.

2. GOAL: CREATE LINKAGES TO PARKS, TRAILS, RIVERS, AND MOUNTAINS **NON-MOTORIZED CONNECTIONS TO OPEN SPACE, RIVERS, AND MOUNTAINS.**

- A. Objective: Actively work with public and private partners to develop the Tres Rios Greenway Specific Plan as a recreational amenity, equestrian, and transportation

~~facility. 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.~~

- B. Objective: Enhance non-motorized access between Phoenix International Raceway properties, Monument Hill, and Agua Fria and the Gila Rivers.
- C. Objective: Link community parks to open spaces, other community facilities, and each other.
- D. Objective: Utilize all High Voltage corridors (greater than 69kV) for passive recreational use to connect to a greenway corridor system.
- E. Objective: Link all trails to the Maricopa County regional trail system and the Tres Rios Greenway.
- F. Objective: Design and construct all utility corridors, easements, drainage crossings, and transportation corridors for greenway corridors and multi-modal activities.
- G. Objective: Ensure greenways provide an attractive recreational experience that makes it a destination in its own right.
- H. Objective: Require, through the subdivision review process, greenways that are identified and built as a desirable feature for pedestrians in each new development.
- I. Objective: Encourage shared connections where appropriate.
- J. Objective: Utilize existing trails and utility corridors for equestrian/bridal trails.

3. GOAL: MAKE AVONDALE'S UNIQUE NATURAL SETTING CENTRAL TO ITS IDENTITY PROTECT VIEWS OF AND ACCESS TO MOUNTAINS AND RIVER CORRIDORS.

- A. Objective: Protect and maintain sensitive environmental areas associated with the Agua Fria, Salt, and Gila Rivers, and **the** Estrella Mountains. ~~Integrate agriculture where feasible into open space planning.~~
- B. Objective: ~~Promote Avondale as an ecotourism destination~~ Preserve the scenic quality of the Estrella Mountain foothills.
- C. Objective: Educate residents and visitors about Avondale's open space and its ecological importance and value to the community. ~~Enhance access to open space and recreation amenities such as the Agua Fria, Salt, and Gila Rivers, and the Estrella Mountains.~~
- D. Objective: Promote the historic importance of Monument Hill, the Base and Meridian Wildlife Area, and the Native American archeological sites.
- E. Objective: ~~Designate~~ Plan for areas along the Gila River that will serve as a tourist designation for wildlife, bird watching, and outdoor recreation enthusiasts.

F. Objective: Retain Avondale's commitment to becoming a "Wholesome Living Environment" through development of the Tres Rios Greenway Specific Plan.

4. GOAL: PROTECT VIEWS OF AND ACCESS TO MOUNTAINS AND RIVER CORRIDORS EDUCATE RESIDENTS AND VISITORS ABOUT AVONDALE'S OPEN SPACES AND THEIR VALUE TO THE COMMUNITY.

A. Objective: Preserve the scenic quality of the Estrella Mountain foothills Promote Avondale as an ecotourism destination.

B. Objective: Provide vehicular and pedestrian access through the Estrella Mountain Regional Park for visitors to take full advantage of the outdoor experience for hiking, mountain biking, and camping.

C. Objective: Design and construct public access on Monument Hill to enable the community to enjoy the historic attributes of the hill.

D. Objective: Design buildings and lots in such a way to take advantage of the the view corridors of the Estrella Mountains without causing obstructions to those views.

E. Objective: Protect hillsides and ridgelines overlooking the community from inappropriate development.

5. GOAL: DEVELOP AND MAINTAIN A SYSTEM OF OPEN SPACE THAT AFFORDS HUMAN ACCESS AND RECREATION WHILE PROTECTING THE VIABILITY OF THE WILDLIFE POPULATION AND HABITAT.

A. Objective: The open space system consisting of green belts, greenways, parks and trails will serve as buffers between land uses; preserve and enhance the wildlife habitats and migration routes; and protect habitat corridors for the movement of wildlife in Avondale.

B. Objective: Ensure natural areas are protected as part of an interconnected system that will create wildlife corridors.

C. Objective: Ensure that mining operations and river crossings do not impact the wildlife along the Agua Fria and Gila Rivers corridor.

D. Objective: Require existing mining operations to provide a reclamation plan and mitigate any negative effects of the mining operation upon removal.

E. Objective: Plan for the removal of the sand and gravel/mining operations and the future recreational use of lakes consistent with the El Rio Plan.

F. Objective: Consult with the Arizona Department of Game and Fish on all development proposals that could have an impact on wildlife habitat and/or forage diversity to strategically locate housing clusters in a way to minimize negative impacts to game and non-game wildlife and to minimize human-wildlife conflicts.

- G. Objective: Incorporate the Arizona Department of Game and Fish Wildlife Friendly Guidelines into new development proposals.
- H. Objective: Work with the Flood Control District of Maricopa County to ensure that flood control projects enhance the environment, develop as an amenity, and protect the community.
- I. Objective: Protect federal and state listed wildlife species.

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Open Space Theme

RECREATIONAL AMENITIES ELEMENT

Introduction

As we continue to grow, we must make sure that our development complements and enhances our natural resources. This element contains Goals and Objectives and Policies that address the impacts of development on the air and water quality and the conservation of the natural resources that are located within our open spaces and throughout the community.

Past, Present and Future Trends

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 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.

One way the City currently 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 has is constructed ing this system in association with a property developer who has purchased the land surrounding the wetlands lakes and is constructed the residential developments on it of Crystal Gardens 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, and Salt 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 storm water to be provided as a part of all new development.~~

Planning Issues

- ~~• The City must continue to identify future resources for recharge.~~
- ~~• As the City increases in population and traffic and industrial development increase, it must guard against impacts to its groundwater resources and air quality.~~

~~The Parks, Recreation Facilities and Major trails defined in the Plan include:~~

~~The various users of these trail types are considered in the recommended design specifications. Identifying missing links to a comprehensive trail system and exploring alternative connections to complete the system is an important part of the Plan, as is delineating policies and trail management considerations. Design guidelines for various trail styles are included as well.~~

Introduction

~~This element contains the goals and objectives to define a comprehensive system of locations for parks and other recreational facilities that will meet the needs of current and future residents. In addition, many standard parks and recreation facilities, such as: soccer, baseball, and softball fields, have been constructed within the city limits. The following additional amenities within the City have also add to the healthy lifestyle of Avondale residents and visitors to the City expanded the park and recreation system, to include:~~

- ~~• A state-of-the-art community recreation center~~
- ~~• An extensive network of mountain bike trails~~
- ~~• Canoeing on the Salt and Gila River~~
- ~~• Wildlife and Bird watching~~
- ~~• Estrella Mountain Regional Park Activities~~

~~Avondale is a regional center providing active recreation programs for a large portion of Maricopa County and predominately the west valley. In addition, Avondale also receives several~~

hundred thousand tourist visitors each year, a significant number of who use portions of the City's park and recreation system. These non-residents ~~users put an extra burden on the City's recreation facilities, but also~~ make a significant contribution to the local economy.

Past, Present, and Future Trends

The Parks, Recreational Facilities, and Trails Master Plan of the City of Avondale include three closely related, but independent elements which form a stand-alone component of the City's General Plan.

The existing Plan is available as an Appendix ____ to this Plan. Adopted in August 2009, the Master Plan refines and implements the general directions established in the 2002 General Plan, the purpose being to identify the current parks, recreation, open space, and trails needs of the community and to ensure that community facilities will be adequate to meet future needs.

~~The 1990~~ 2010 Census identifies 30% of Avondale's population as less than 15 years of age, with another 15% less than 24 years of age. While data indicates that the median age is increasing in Avondale, it is still substantially lower than that of Maricopa County as a whole. These figures indicate that developed parks and open space designed to accommodate younger users is important to Avondale residents. The types of open spaces generally important to a younger population include sports fields, playgrounds, bicycle trails and skate parks, and other structured recreation opportunities.

To meet the needs of our residents and use public funds efficiently, the City is partnering with the Littleton School District for after school and summer recreation activities. The City is also using school facilities in the Agua Fria District for basketball and other indoor sports activities.

As we continue to grow, it is likely that the age of our population will more closely mirror that of Maricopa County, and we will need to provide parks and recreation facilities for our more diverse population. Opportunities to partner with schools and other entities, such as the Boys and Girls Club, may enable the City to diversify its recreation facilities for the growing population. While many of our newer developments offer these amenities to their residents, older portions of the City are in need of additional or modernized recreational opportunities.

~~In the future,~~ The City will ~~provide~~ constructs parks based on a service radius calculation to ensure parks and recreation facilities are equitably distributed throughout the community. The service radius calculations that the City ~~will~~ uses to determine where parks should be located ~~throughout the community~~ are based on national recreation and parks association standards as described in the Parks, Recreation Facilities, and Trails Master Plan. Below is a list of the types of parks and facilities utilized within the City of Avondale.

- Neighborhood parks serve a neighborhood or several neighborhood areas. Avondale's neighborhood parks range in size from approximately 1.5 to 12 acres and are characterized by a service area of a 0.5 – mile radius. These parks have a service area radius of .25 to .5 miles—They are usually developed to encourage semi-active to passive activities. Minimal parking may also be provided. Oftentimes, neighborhood parks are located adjacent to school facilities sites and developed to complement adjacent school facilities.
- ~~District parks are slightly smaller than city-wide parks and service certain sections of population centers of the city. District parks also provide a variety of activity centers on a smaller scale and are also located to encourage access by motorized and non-motorized transportation. A district park service area ranges from .5 to 3 miles and is provided at a ratio of 2.5 acres per 1,000 populations. Community Parks generally range in size from 40 to 80 acres and serve several neighborhoods within a 3-mile service radius. Typically community parks, such as Friendship Park and Festival Fields, provide a wide range of passive and active recreational opportunities for one or more groups of users and function as community gathering places.~~
- ~~City-wide parks are usually larger acreage parks with the capacity to service a variety of activities. Facilities in a city-wide park may include a community center, sports center, swimming pool, swings, ball fields, picnic, and parking areas. City-wide parks are most often centrally located and accessible via main transportation routes. These parks are generally provided at a ratio of 2.5 acres per 1,000 populations. Regional Parks are typically 80 acres or more, can be reached within a 30-minute drive time, may contain a wide variety of recreational activities, and attract many types of users from a large geographic area. Regional parks also may have a passive and/or active focus such as the Estrella Mountain Regional Park.~~
- Special Use Parks generally include designated single use facilities, such as the American Sports Center/Randal McDaniel Sports Complex. They vary in size and service radius depending on the use; however, special use parks enhance the overall park system by providing unique opportunities that help to balance a diverse range of community desires.
- Other open space uses include vest-pocket parks, common areas, easements, right-of-ways, greenbelts, and private recreation areas. These areas are generally passive areas in a landscaped or natural state. These may be planned for conversion to more intensive recreation use when needed. These spaces may provide interpretive recreation or education experiences, environmental quality, act as buffers between land uses, provide habitat or land banking. They can include shared use trails, floodplains and floodways, landscaped areas adjacent to roadways, interpretive areas, plazas, and pocket parks. These spaces should be provided at a ratio of 2.5 acres per 1,000 people.

Currently, Avondale meets the services ratio for open space and greenways established in this plan, and the service area ratio for neighborhood, community, and district parks regional parks as shown in the Parks, Recreation Facilities, and Trails Master Plan. Currently, the Estrella Mountain Regional Park, owned and operated by Maricopa County, provides regional and community park facilities for many Avondale residents.

~~While the City does provide community and neighborhood parks, the City does not meet its projected service area ratios for neighborhood, community, and district parks. An inventory of existing parks is included in Table 13.~~

Planning Issues

- ~~• While some parks exist in recently developed areas of the City, recreation facilities in older portions of the City are lacking or need upgrading.~~
- ~~• The City does not meet its established standards for neighborhood, community and district parks.~~
- ~~• A recreation needs study is needed to establish the types of facilities and services desired by its residents, which are generally younger than the County as a whole.~~

Goals, and Objectives and Policies

I. GOAL: ENSURE EVERY PERSON HAS CONVENIENT ACCESS TO SAFE PUBLIC PARKS AND AFFORDABLE RECREATION OPPORTUNITIES.

- A. Objective: Private development provides local accessible neighborhood parks and tot lots under the management of a Home Owners Association.
- B. Objective: Improve access to park facilities in area that are presently under-served by existing facilities.
- C. Objective: Plan for future development of neighborhood parks to coincide with proposed residential development.

2. GOAL: MAINTAIN AND IMPROVE HIGH QUALITY PARKS, ARTS AND CULTURE AND RECREATIONAL FACILITIES TO MEET THE DIVERSE NEEDS OF ALL COMMUNITY RESIDENTS.

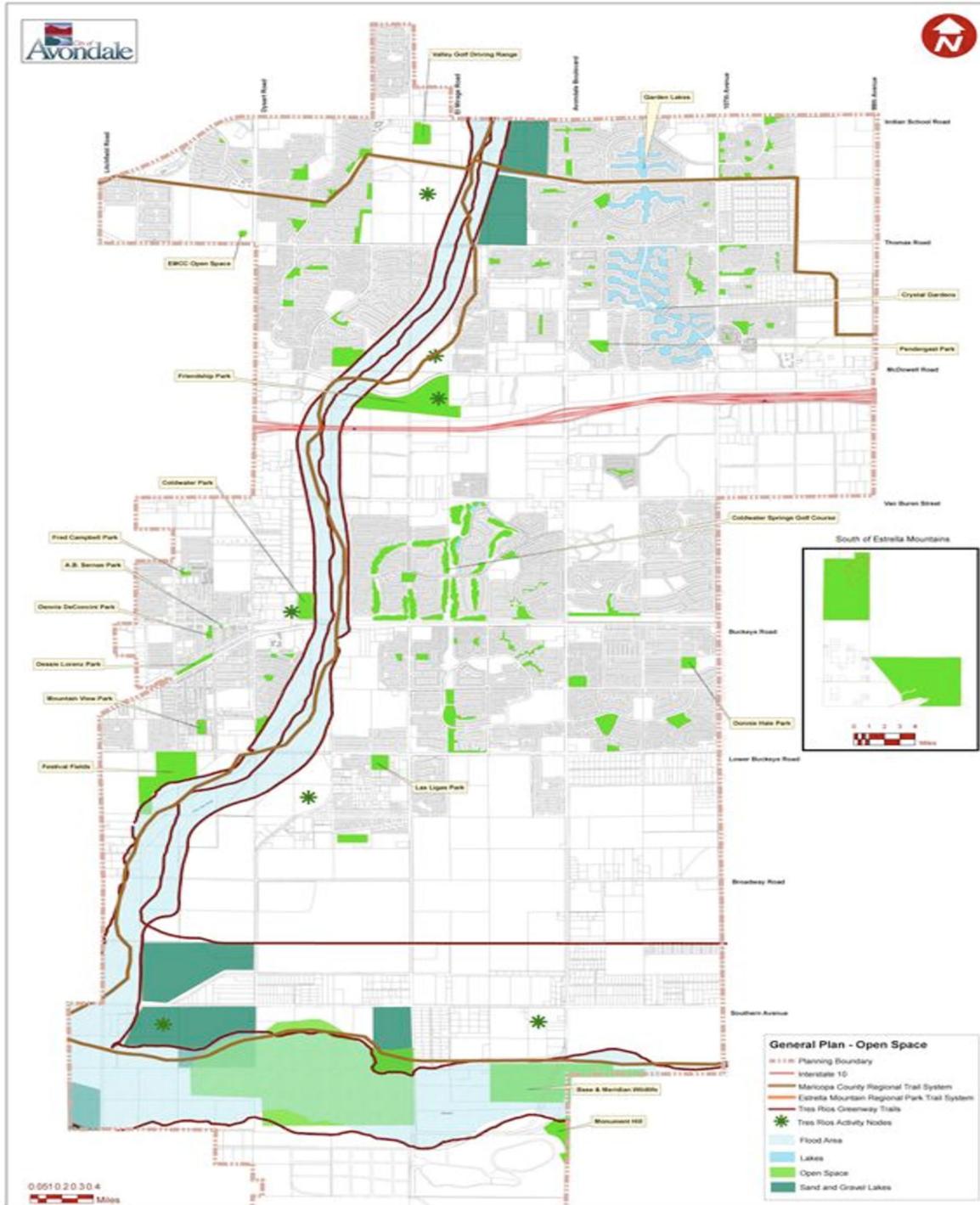
- A. Objective: Identify the recreation needs of the community.
- B. Objective: Provide a range of parks and recreation facilities that are linked to one another and equitably distributed throughout the City.
- C. Objective: Maintain parks and recreation and arts and cultural facilities for the long-term use of the community.
- D. Objective: Encourage development or expansion of major facilities oriented to attracting visitors to Avondale, such as an 18-hole golf course, art complex, or outdoor water amenity.
- E. Objective: Identify a location for and develop, through developer participation or other means, a community park in the vicinity of the South Core.
- F. Objective: Provide fair and equitable policies and procedures for the use of all parks and recreation facilities and services that consider the impacts of non-resident use.
- G. Objective: Keep facilities current with community needs.
- H. Objective: Encourage the use of volunteers for trail improvement projects.

3. GOAL: MAXIMIZE CITY, SCHOOL, PRIVATE INDUSTRY, SOCIAL SERVICE, AND OTHER COMMUNITY RESOURCES THROUGH COLLABORATIVE DEVELOPMENT AND THROUGH IMPLEMENTATION OF RECREATIONAL PROGRAMS AND SERVICES.

- A. Objective: Expand cooperative opportunities with schools as a focal point for enhanced neighborhood services.
- B. Objective: Expand cooperative opportunities with private industry in the development and implementation of recreation programs.
- C. Objective: Form partnerships with Estrella Mountain Community College to further multi-age team sports throughout the City.
- D. Objective: Utilize the American Sports Center/Randal McDaniel Sports Complex to further sports programs and recreational services for the community.
- E. Objective: Develop a full balanced and accessible program of recreational activities and facilities.
- F. Objective: Expand cooperative opportunities within our City and between Avondale and other public and/or private entities to provide recreation and arts and cultural facilities.

Maps

Open Space and Recreational Amenities Map



DRAFT

Circulation Theme

CIRCULATION TRANSPORTATION ELEMENT

Introduction Preface

This element ties together land use and transportation planning to pro-actively ensure that as Avondale develops, vital transportation and circulation infrastructure needed to enhance the community will develop to support easy access to jobs, schools and recreation areas as well as to facilitate regional travel. Coordinating land use and transportation planning and development is vital to managing growth in a smart and sustainable way. This element addresses general provisions for a transportation system which will accommodate current and future land uses vital to economic development. In addition, the element offers a look at use of new ideas and future technologies to provide a range of transportation alternatives for users of all modes, ages, and abilities while enhancing quality of life. The 2011 update of the Avondale Transportation Plan addresses specific areas of the transportation system including goals, key issues, street classification and standards, modes, and advanced traffic management. This element will focus more on land use for the purposes and goals of the General Plan. Utilizing both the General Pan and the Avondale Transportation Plan will be important to providing safe and efficient means of moving people, goods, services, and information within the diverse needs of the diverse community as well as regionally.

Past, Present and Future Trends

Many of Avondale's streets were built prior to incorporation or constructed to older standards. As the community develops and traffic on these streets increases, it ~~may be wise to consider systematic~~ would be prudent to consider system-wide improvements to ensure all arterial and other streets to bring all streets up to a consistent are built to current standards. This would include the development of require further refining and implementation of planning and engineering policies applicable to private and public development that consider future land use and ~~transportation~~ demand while providing for alternate modes to reduce vehicle traffic. Previously, The completion of Loop 101 in the West Valley has made allowed much of the area very City north of I-10 and west of Loop 101 to become accessible and desirable for residential and commercial development. This new development has added trips to Avondale's existing arterial and collector street network. In addition, the area on the west side of 99th Avenue north of I-10 is poised to develop rapidly. Crossings under the I-10 at major arterial streets have resulted in maintaining excellent north-south access across the freeway. However, as the areas south of the freeway develop, it is likely that these access points may become more congested. In addition, as the area south of the Gila River develops, additional access will be necessary to provide connections for residents from I-10 to this portion of the City. The development of the McDowell Road corridor and the Avondale Automall attributed to previous changes in the City's Transportation Element.

Presently, the region of the City south of I-10 continues to grow as the mixed-use City

Center development unfolds along the Avondale Boulevard corridor which connects commercial and residential developments and the City's Civic Center complex. The existing I-10 underpasses at the major arterials provide excellent north-south access across this potential barrier roadway, further supporting the shift of development. Expansion of the arterial network farther south, including south of the Gila River at select locations, will ultimately be needed to foster development throughout the entire municipal planning area.

Economic development is an important part of Avondale's future. To be a sustainable community, access to new employment, services, and activity centers must be convenient have access to regional and national transportation routes and provide easy access for labor. The areas north and south of I-10 provide an excellent location for this type of development, as well as along regional routes, such as Main Street/MC 85, and access between the major arterial streets will be vital to the success of these areas as locations for employment and retail uses. As the areas south of Lower Buckeye Road are developed, such as the Estrella Foothills area, additional access will be necessary to provide connections to local and regional transportation routes, such as the SR 30 (I-10 reliever), which primarily runs south of Southern Avenue within the City's planning area.

As the metropolitan area grows, demand for recreation facilities, such as those provided by Estrella Park, the Agua Fria, Salt, and Gila Rivers will increase. The City will be facing demands for parking, non-motorized shared use and other types of access to these recreational areas. In addition, facilities for new types of transportation, such as electric or neighborhood electric vehicles (NEVs) should be considered.

The City's transportation system continues to be developed and improved with consideration for~~While the City's arterial roadway system is largely developed for motorized vehicles, few facilities exist outside master planned communities for non-motorized transportation with the adoption of the Avondale Transportation Plan and development of the City's General Engineering Requirements. More focus on this area will expand the opportunity to implement context sensitive strategies to develop the transportation system mindful of all modes accessible to users of all ages and abilities. These strategies must also be consistent with land uses to uphold the importance of economic development. The City currently provides transit alternatives for residents and visitors. However, the City needs to foster new opportunities to include transit-centered development within its borders. The Transit Oriented Development element of the General Plan focuses on expanding transit options and specifically discusses and identifies development compatible land uses. Providing for alternate modes will have different emphasis to regional, city-wide, local, and neighborhood transportation planning and should be developed to those contexts. As the City continues to develop, these facilities should be provided to link master planned communities and neighborhoods to each other, community facilities and community destinations.~~

As the City continues to grow and the transportation system evolves consistent with desired land uses, it will also be advantageous to see the use of new technologies to assist with gathering data which can be used to proactively manage vehicle traffic.

Through regional efforts, there are technologies the City can access in order to communicate with other agencies, including news, Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), and other cities during emergencies. The Traffic Operations Center (TOC) will incorporate technologies which will enable efficient diagnosis and maintenance of the existing traffic signal system as well as future transportation management in real-time from one central location. It will also enable police and fire to more efficiently manage traffic remotely during emergencies, construction detours, and similar instances. Combining these technologies will ultimately enhance the entire transportation system.

Roadway Classification Map

Figures A-1 and A-2 at the end of this element (Avondale Roadway Classification Map) depicts four typical roadway classifications: freeway, arterial, collector, and local. Each of these classifications is associated with a variety of functional and physical characteristics. These characteristics are consistent with those outlined in detail in the Avondale Transportation Plan. In addition, these classifications have been established as guidance for maintenance and improvement, public or private, and to accommodate existing needs and objectives consistent with the goals and objectives of the General Plan.

Planning Issues

- ~~All transportation planning issues compete for available funds at various times. To meet these competing demands, the City will need to continue to prioritize its needs and investigate new and creative approaches to financing.~~
- ~~Incorporating transit service into urban or low density development areas is a difficult issue. Transit and land use planning must work together to be effective. With highly diverse travel patterns to and from many scattered activity centers, there is little concentration of trips in a given corridor. New approaches to land use design can create areas and corridors with sufficient transit demand to promote the use of transit and justify expansion of existing service. High density corridors and activity centers can be developed and provided with transit service tying into a regional system. Roadway design should incorporate bus pullouts for future use and traffic signal installations should be capable of utilizing a bus priority system to enhance service.~~
- ~~Traffic calming reduces the adverse impact of motor vehicles in neighborhood areas. The most effective traffic calming measures for reducing vehicle speeds involve vertical or horizontal shifts in the roadway geometry. Traffic calming can reduce accident levels and can have a significant impact on reducing the severity of some accidents. These measures must be correctly implemented to increase the effectiveness. Traffic calming schemes generally incorporate a wide range of measures designed to complement each other in both speed reduction and environmental terms. Schemes are designed to be self-enforcing, although the effectiveness of this varies according to the measures employed.~~

- ~~As the area south of the freeway develops, more traffic will cross the Agua Fria River on arterial streets. Some of these streets are at grade and become blocked during some storms. As the community develops, it may be necessary to consider all-weather crossings at the Agua Fria River for all arterial streets.~~
- ~~The Southern Pacific Railroad follows Maricopa County Route 85. While the rail provides important economic development opportunities, it is located in an area that is changing from primarily agricultural to single-family development. The current rail crossings were constructed based on a low-density, agricultural land use traffic patterns. Additional safety improvements appropriate to a suburban community should be implemented.~~
- ~~As arterial streets become congested, drivers will look for other routes. Frequently, these are found along local streets that connect arterial streets. The City should design streets to minimize the impacts of traffic congestion on neighborhoods, keep speeds in neighborhoods safe, and to support the mobility desires of the residents.~~

Goals, and Objectives and Policies

I. GOAL: PROVIDE A MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS IS COMPLIMENTARY TO THE EXISTING AND PLANNED LAND USES ELEMENT OF THE 2002 PLAN.

Transportation circulation and land use planning are essential elements in controlling the future growth and shape of a community.

- A. Objective: Continue to dDevelop a long-range transportation planning and budgeting process that is integrated with, and in balance with, land use planning, including the City's specific area plans.
- 1) ~~Policy: Promote completion of a planned circulation system through the improvement of substandard roadway segments, intersections and the construction of missing links.~~
 - 2) ~~Policy: Perform an annual assessment of and establish priorities for roadway improvement projects including cost estimates and schedules.~~
 - 3) ~~Policy: Adopt a street classification map that identifies future arterial right-of-way (ROW), ROW widths, typical street cross-sections, and functional classification criteria necessary to ensure adequate corridors are preserved.~~
- B. Objective: Develop linkages to a regional and local light-rail and transit system and expanded bus service consistent with the land use plan to foster Transit Oriented Design (TOD).
- 1) ~~Policy: Coordinate transportation planning efforts with adjacent communities and with other regional interests such as Arizona Department of Transportation (ADOT), Maricopa County Department of~~

~~Transportation (MCDOT), the Regional Public Transit Authority (RPTA), and the Maricopa Association of Governments (MAG) on projects with a regional impact.~~

- ~~2) Policy: Provide park and ride facilities linked to pedestrian and bicycle systems within the City for carpooling and bus service.~~
 - ~~3) Policy: Encourage connecting the local existing rail to a regional planned light rail system.~~
- C. Objective: Encourage land development patterns that promote the appropriate efficient use of existing and proposed transportation facilities.
- ~~1) Policy: Require developers to convey street right of way and arterial design improvements consistent with the adopted street classification map.~~
 - ~~2) Policy: Establish rail planning and development guidelines for areas adjacent to rail facilities.~~
 - ~~3) Policy: Locate high intensity employment and commercial uses adjacent to planned light rail or planned and existing bus routes where feasible.~~
 - ~~4) Policy: Consider adopting the Maricopa County DOT Traffic Impact Study requirements.~~
- D. Objective: Encourage land uses that support a variety of transportation options adjacent to regional attractions, such as Phoenix International Raceway and Estrella Mountain Regional Park.
- ~~1) Policy: Investigate partnering with Phoenix International Raceway to develop a park and ride or shuttle service to coincide with special events.~~
 - ~~2) Policy: Support regional bus and light rail service connections to growth areas.~~
 - ~~3) Policy: Encourage a range of support services within walking distance of the New Town Center.~~
 - ~~4) Policy: Develop non-vehicular circulation plans for growth areas.~~
- E. Objective: Provide facilities appropriate to a variety of traffic volumes.
- ~~1) Policy: Classify all mile streets as arterial streets according to the Street Class definitions in Table 14.~~
 - ~~2) Policy: Classify all half-mile streets as collector streets according to the Street Class definitions in Table 14, unless they are subdivision entry streets.~~

- 3) ~~Policy: Identify and classify subdivision entry streets and local streets according to the Street Class definitions in Table 14.~~

Table 14 Roadway Classification Civil Infrastructure Theme/Circulation Element

<i>Roadway Classification</i>	Right-of-Way	Primary Function	Access Control
Road of Regional Significance	130' - 150'	Mobility	Very High
Arterial	110'	Mobility	High
Major Collector	110'	Mobility/Access	Moderate
Primary Collector	80'	Mobility/Access	Moderate
Local Street (Urban/Rural)	50'	Access	Low
Freeway	Minimum 12 lanes and minimum lane width of 12'.	Mobility	Full

Street Class Definitions:

Freeway: Freeways are arterial highways with full control of access. They are intended to provide high levels of safety and efficiency in the movement of large volumes of traffic at high speeds.

Roads of Regional Significance (RRS): The RRS can be characterized streets with major access control, channelized intersections, restricted on-street parking and high travel speeds. RRS should be spaced at two-mile intervals and should provide adequate connection to other arterial streets.

Arterial Streets: Arterial streets provide functional service to retail, commercial and industrial land uses. Arterial streets are moderate volume traffic circulation facilities that carry a medium percentage of the total urban traffic. Traffic movements are at high speeds. Arterial streets do not penetrate residential neighborhoods. Arterial streets should be spaced at one-mile intervals and should, when possible and practical, provide adequate connection to major collector streets.

Major Collector: The major collector exhibits the following characteristics: traffic movements are between traffic generators within the jurisdiction, and between traffic generators and routes of higher classification. Urban major collectors usually experience low side friction traffic. Developments may front directly on a major collector. They are usually located on mid-section lines.

Primary Collector: Minor collectors are usually located on quarter section lines and are intended to carry traffic through a residential neighborhood. On-street parking is usually prohibited and homes do not front on the collector.

~~**Local Street:** The local street consists of traffic movements between collectors and adjacent lands involving relatively short distances. They are usually utilized in commercial, employment and residential areas and serve abutting land uses. There are frequent access points that require speed reductions.~~

~~Goals, Objectives and Policies~~

2. GOAL: PROMOTE AVONDALE IN REGIONAL TRANSPORTATION ISSUES.

~~*Avondale should develop and implement a traffic circulation system that is coordinated and consistent with municipal, county, state, federal, regional planning programs and other jurisdictions.*~~

- A. Objective: Continue to develop strategic partnerships with ADOT, MCDOT, MAG, and the Regional Public Transit Authority (RPTA) for regional projects and systems that benefit the community.
 - 1) ~~Policy: Participate in regional transportation planning forums that develop regional systems that may impact the City.~~
 - 2) ~~Policy: Develop partnering plans with appropriate agencies for improvements to arterial streets north and south of the I-10 corridor, especially those designated as Roads of Regional Significance.~~
 - 3) ~~Policy: Develop designated routes compatible with heavy goods movement on Roads of Regional Significance, State Routes, Freeways and CANAMEX traffic.~~
- B. Objective: Continue to regularly update transportation plans and implement improvements consistent with regional objectives.

3. GOAL: ENHANCE THE SAFETY OF THE PROVIDE A TRANSPORTATION SYSTEM THAT SERVES THE PUBLIC IN A SAFE, EFFICIENT, AND COST-EFFECTIVE MANNER.

~~*With most of the major transportation corridors in place, more attention and consideration must be given to the safety and efficiency of local and collector streets.*~~

- A. Objective: ~~Determine and implement measures of effectiveness (MOE's) for measuring and monitoring the status of the roadway system.~~ Develop a transportation system that is considerate of and benefits from being integrated into a regional context.
 - 1) ~~Policy: Implement a periodic traffic volume counting program to monitor traffic growth and truck usage on the street system.~~
 - 2) ~~Policy: Develop a heavy truck routing plan for the City to limit commercial, industrial and mining generated traffic to roadways designed to handle such traffic.~~

B. Objective: Continue to provide ~~Develop~~ a Traffic Engineering Program to include pedestrian, bicyclist, and motorist safety education programs, coordination with the police department for enforcement, and investigation and prioritization of engineering solutions, to enhance the overall safety for all roadway users.~~improve traffic operations and overall vehicular and pedestrian safety.~~

- ~~1) Policy: Develop traffic engineering capability to address safety design and operational issues through a staff addition or contractual services.~~
- ~~2) Policy: Develop a geographic information system (GIS) based crash location system that permits early identification of roadway safety problems and development of an improvement strategy for locations with high crash rates.~~
- ~~3) Policy: Perform periodic safety audits and reviews on the arterial and local street system to determine the need for traffic control measures through engineering and enforcement cooperation.~~
- ~~4) Policy: Perform yearly reviews of existing and proposed school locations and school pedestrian routes for safety.~~
- ~~5) Policy: Improve traffic circulation in commercial and retail centers through improved traffic signal interconnection and timing and provision of adequate off street parking.~~
- ~~6) Policy: Plan a system of convenient paths, sidewalks, street crossings and bicycle paths that provide safe and reasonable connections between neighborhoods, schools, recreational facilities and business areas.~~
- ~~7) Policy: Consider using traffic calming techniques as part of a community safety program to reduce speeds and minimize cut-through traffic in neighborhoods.~~
- ~~8) Policy: Adopt driveway design and location criteria to control street access points as part of the City's engineering standards.~~
- ~~9) Policy: Provide a reasonable level of service (LOS) on all arterial streets: LOS of C⁺ during off-peak periods and D during peak periods, where feasible.~~
- ~~10) Policy: Provide bus pullouts on all new arterial street projects.~~

C. Objective: Implement and maintain components of the transportation system to provide adequate capacity and access control, and efficient traffic flow commensurate with the associated traffic demands.

¹ Level of Service C

- D. Objective: Maintain Avondale's competitiveness in obtaining adequate funding to meet transportation needs and implement strategies for cost-effective safety improvements.
- E. Objective: Seek funding for corridor and intersection safety improvements through state and federal agencies.
- F. Objective: Provide a transportation system which can support direct routes to other regional transportation hubs, and in doing so provide a transportation system desirable to corporations seeking opportunities in our City.

4. GOAL: PROMOTE AND SUPPORT AN INTEGRATED TRANSPORTATION SYSTEM CONGNISANT OF ALL MODES OF TRAVEL TO MITIGATE CONGESTION, FOSTER A SENSE OF COMMUNITY, AND PRESERVE THE ENVIRONMENT. PROVIDE TRANSPORTATION CONNECTIONS TO CURRENT AND FUTURE DEVELOPMENT.

Connections throughout our community will enhance our quality of life.

- A. Objective: Provide and support opportunities for all modes of travel for all ages and abilities. Develop adequate links to arterial streets from new residential, recreation and employment areas.
 - 1) ~~Policy: All developments and transportation improvement projects shall consider safety, aesthetics, socioeconomic impact (i.e. neighborhood disruption) and adequate neighborhood circulation.~~
 - 2) ~~Policy: Identify future right-of-way needs and establish a program for protection and advanced acquisition.~~
 - 3) ~~Policy: Improve north-south circulation by extending El Mirage Road north across I-10 to link recreation and residential areas.~~
 - 4) ~~Policy: Require new development to pay its fair share of the costs of future transportation improvements within the development boundaries and along access routes to the development.~~
 - 5) ~~Policy: Prepare traffic impact studies and transportation development plans for areas such as major transportation corridors, community centers, employment and activity nodes.~~
 - 6) ~~Policy: Require traffic impact studies be submitted with all rezoning and 2002 Plan Amendment requests.~~
 - 7) ~~Policy: Develop plans with ADOT to improve access to the I-10 corridor.~~
 - 8) ~~Policy: Extend Dysart Road to the south beyond South Mountain to serve the South Planning Area and future recreational needs.~~

- 9) ~~Policy: Consider frontage roads on major arterial streets to enhance traffic flows when practical and possible.~~
- B. ~~Objective: Encourage the sustainability and enhancement of transit service within the City by implementing a Long-Range Transit Plan. Ensure that the location, intensity and timing of development are consistent with the provision of adequate transportation infrastructure and standards in the Growth Areas Element of this Plan.~~
- 1) ~~Policy: Require new development projects to mitigate off-site and access route traffic impacts due to their development to the maximum extent feasible.~~
- 2) ~~Policy: Require that driveway access points onto arterial streets be limited in number and be located to ensure the safe and smooth flow of vehicles and bicycles.~~
- 3) ~~Policy: Require new development to install traffic signals at intersections which, based on individual study, are shown to satisfy traffic signal warrants.~~
- C. ~~Objective: Develop adequate links to arterial roadways from new residential, recreation, and employment areas.~~
- D. ~~Ensure that the location, intensity, and timing of developments are consistent with the provisions of adequate transportation infrastructure and standards.~~

5. ~~GOAL: PROVIDE AN EFFICIENT CIRCULATION SYSTEM TO ACCOMMODATE THE MOVEMENT OF PEOPLE AND GOODS INCLUDING RAIL, VEHICULAR, PEDESTRIAN, AND CYCLIST MOVEMENT.~~

~~Between 1990 and 2000, Avondale has experienced the greatest population increase in the region. Increasing traffic results in traffic congestion, noise and air pollution and a decrease in the quality of life of residents.~~

- A. ~~Objective: Provide opportunities for Avondale residents, visitors and employees to circulate about town without total reliance on the automobile.~~
- 1) ~~Policy: Provide an interconnected street and pathway network that is accessible and friendly to all modes of travel.~~
- 2) ~~Policy: Develop guidelines for street design that meets travel demands but also creates a safe and pleasant pedestrian and bicyclist environment.~~
- 3) ~~Policy: Improve access to all parts of Avondale via a trail and bike system.~~
- B. ~~Objective: Enhance traffic signals and movement.~~
- 1) ~~Policy: Review traffic signal timing and phasing at railroad grade crossings to ensure safe clearance times during train movements.~~

- 2) ~~Policy: Review traffic signal timing to enhance the movement of goods and services.~~
- 3) ~~Policy: Conduct a comprehensive signaling study to determine the best location for traffic signals. In the absence of this study, and when possible and practical, locate traffic signals at a minimum of half-mile intervals and other strategic locations to enhance the efficient movement of goods and services.~~
- 4) ~~Policy: Space ingress and egress points to all arterial and major arterial and arterial streets a minimum of 250 feet apart.~~

~~6. GOAL: REDUCE AVONDALE RESIDENTS' RELIANCE ON AUTOMOBILES~~

~~As Avondale moves into the future it should take advantage of technological and workplace advancements to reduce its citizens' reliance on automobiles.~~

- A. ~~Objective: Develop and encourage a Transportation Demand Management (TDM) plan to assist in mitigating traffic impacts and maintaining the desired Level of Service on the circulation system.~~
 - 1) ~~Policy: Design and implement a public education program to promote ride-sharing (including carpooling, vanpooling, and transit).~~
 - 2) ~~Policy: Encourage businesses to implement telecommuting, flexible work schedules, and teleconferencing programs.~~

~~7. GOAL: PURSUE A CONSISTENT, LOGICAL REGIONALLY AND LOCALLY INTEGRATED TRANSPORTATION SYSTEM THAT ENCOURAGES AND SUPPORTS A VARIETY OF MODES INCLUDING VEHICULAR, NEIGHBORHOOD ELECTRIC VEHICLES, PUBLIC TRANSIT, CYCLIST AND PEDESTRIAN MOVEMENT.~~

~~A multi-modal transportation system reduces traffic congestion and offers transportation options for youth, the elderly and residents without automobiles.~~

- A. ~~Objective: Provide for alternative transportation modes.~~
 - 1) ~~Policy: Work with the Maricopa Association of Governments, the Southern Pacific Railroad, and other entities to encourage the integration of the local existing rail with the planned light rail system.~~
 - 2) ~~Policy: Work with Valley Metro and other entities to expand local bus routes to connect to the regional system.~~
 - 3) ~~Policy: Develop a system and standards for neighborhood electric vehicles.~~

~~8. GOAL: PROVIDE A RANGE OF NON-MOTORIZED TRANSPORTATION OPTIONS.~~

~~Walking and bicycling remain the most inexpensive form of transportation for all people, and the development of a bike and walk able community provides the most affordable transportation system any community can plan, design, construct and maintain.~~

~~A. Objective: Encourage pedestrian movement throughout the City by providing a convenient and safe pedestrian system within and between activity centers and adjacent neighborhoods.~~

~~1) Policy: Use bike trails, pedestrian trails and sidewalks as connections between existing and planned parks, schools, residential areas and other destinations.~~

~~2) Policy: Sidewalks and bike lanes, in conformance with current AASHTO standards, will be included in all new developments.~~

~~9. GOAL: ENHANCE OPPORTUNITIES FOR NON-VEHICULAR TRAVEL.~~

~~Growth areas focusing on more intense development are capable of supporting multi-modal transportation, contributing to a more efficient use of infrastructure.~~

~~A. Objective: Create and capitalize on opportunities to develop and support a multi-modal transportation system that contributes to the quality of life of Avondale residents.~~

~~1) Policy: Prepare transportation development plans for areas such as major transportation corridors, community centers, employment and activity nodes, that include appropriate consideration of all modes of travel and integration with the plans of neighboring communities.~~

~~B. Objective: Provide mass transit opportunities for Avondale residents and businesses.~~

~~1) Policy: Pursue funding to convert the existing rail line into a commuter rail system.~~

~~2) Policy: Study and evaluate the optimal timing for the extension of regional light rail service to Avondale.~~

~~3) Policy: Continue to fund existing bus routes and increase the frequency and geographical level of service as appropriate.~~

~~C. Objective: Encourage development that reduces single occupancy vehicular traffic.~~

~~1) Policy: Require a pedestrian circulation plan be submitted as a part of all rezoning applications, demonstrating pedestrian connections through parking areas and to adjacent uses and nearby schools, shopping, and transit stops.~~

- ~~2) Policy: Require that at least 50% of all pedestrian connections are shaded from the sun 50% of the time through landscaping, structures or other means, where appropriate and feasible.~~
 - ~~3) Policy: Require bicycle racks and shaded bicycle parking areas to be included in all new development.~~
 - ~~4) Policy: Require pedestrian amenities such as shaded rest areas and non-conductive benches along pedestrian routes and sidewalks in all new development.~~
- ~~D. Objective: Provide locations for Transit Centers.~~
- ~~1) Policy: Consider locating a transit center at Dysart and Buckeye Roads.~~
 - ~~2) Policy: Identify locations for centrally located transit stops or transit centers in high intensity or high density developments.~~

Maps

Figure A-1: Avondale Roadway Classification Map (North Area)

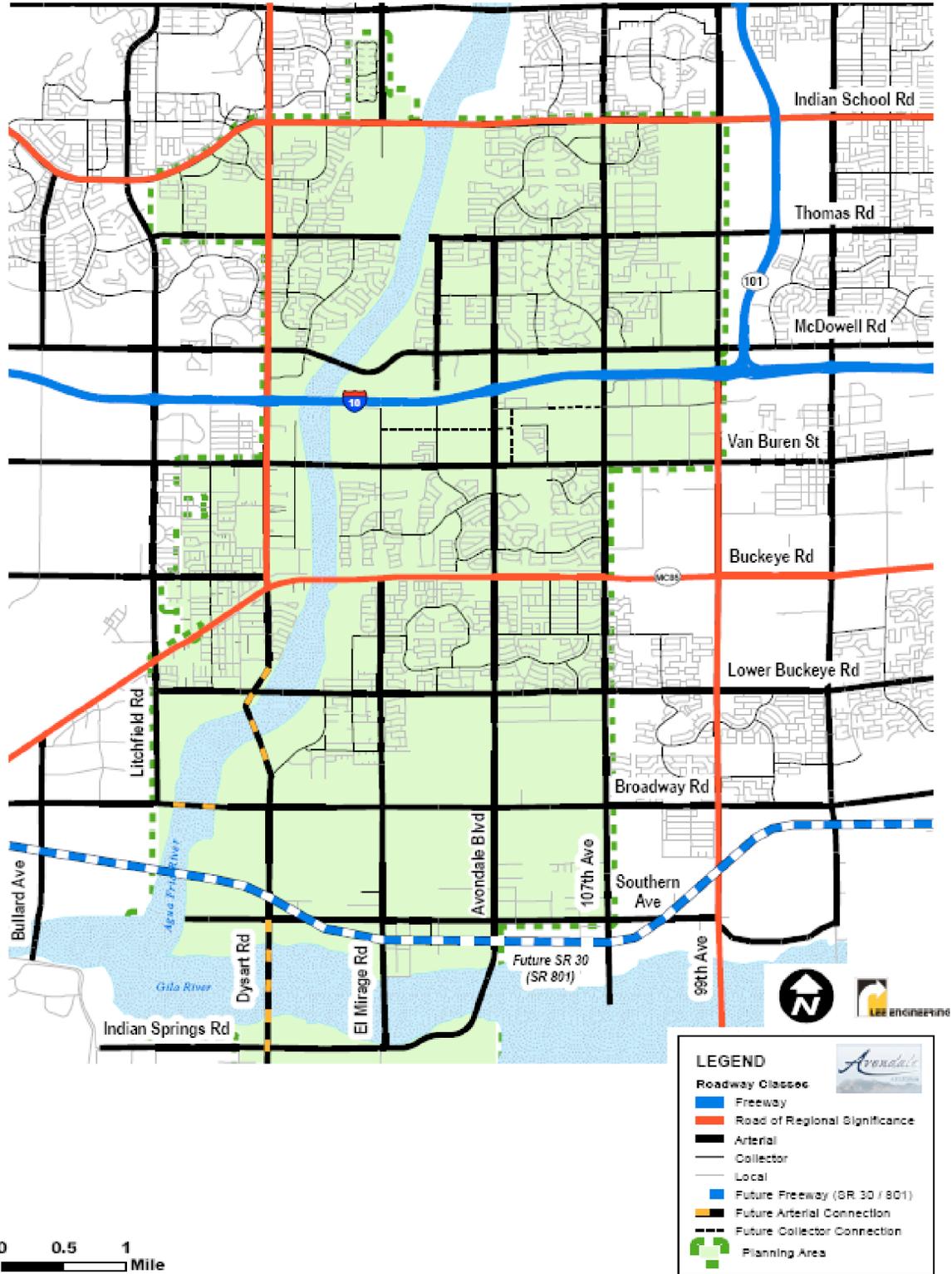
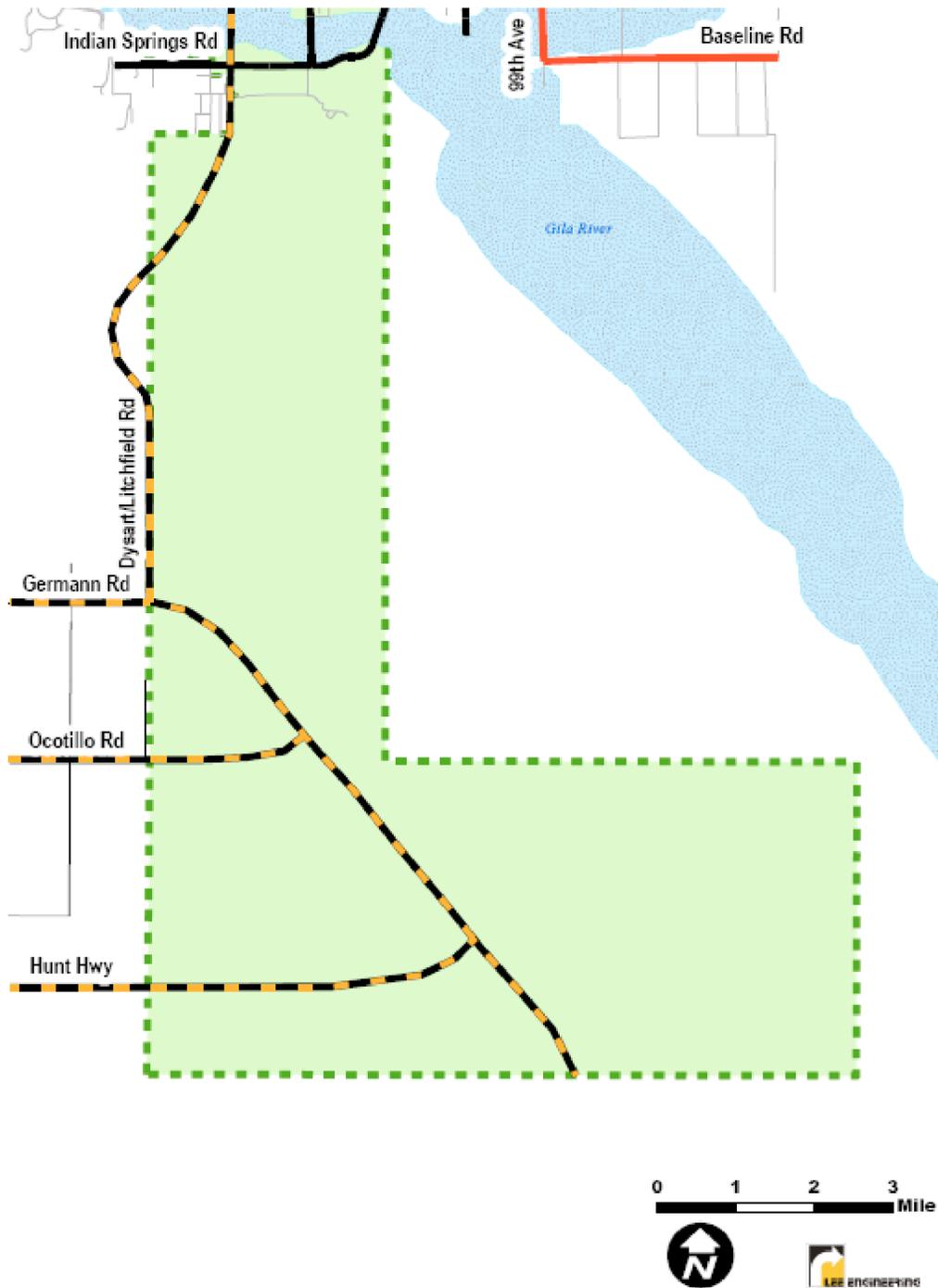


Figure A-2: Avondale Roadway Classification Map (South Area)



Circulation Theme

BIKING ELEMENT

Introduction Preface

This element contains the goals and objectives to assist the City in providing adequate and safe bicycling routes on public streets and through trail networks.

Past, Present, and Future Trends

Currently, there are approximately 33.45 miles of bicycling lanes and paved shoulders, 7.22 miles of un-paved multi-use trails, and 1.62 miles of paved multi-use trails in Avondale. Avondale's sunny climate and warm year-round weather make for ideal bicycling conditions. The demand for safe bicycle lanes in Avondale and the Phoenix metropolitan area is growing. In addition, bicycling proves an inexpensive and healthy mode of transportation. An interconnected system of bicycle lanes and trails throughout the community can provide linkages between residential and commercial development, parks, schools, and open spaces.

Planning Issues

- ~~Some Avondale residents rely on bicycles for transportation.~~
- ~~Creating a system of bikeways offers opportunity for less expensive transportation in and around Avondale, while reducing air pollution and roadway congestion.~~
- ~~Bicycle planning is a regional issue and consideration should be given to coordinating routes that connect municipalities and open space.~~

~~To address the future needs of Avondale residents the following goals, objectives, and policies are proposed:~~

Goals, and Objectives, and Policies

I. GOAL: DEVELOP A SAFE BICYCLE TRANSPORTATION SYSTEM THAT PROVIDES CONNECTIONS CONNECTIVITY THROUGHOUT THE CITY, INCLUDING TO MAJOR PUBLIC AND PRIVATE FACILITIES, INCLUDING AND TO TRANSIT.

~~*Bicycles are an important transportation mode and recreation activity. Providing bicycle connections to employment will reduce traffic, provides an affordable transportation mode, and enhances the accessibility of our community.*~~

- A. Objective: Integrate bicycle transportation needs into ongoing and future planning.
 - 1) ~~Policy: Develop a bicycle plan for Avondale~~
 - 2) ~~Policy: Develop and maintain a connected system of bikeways designed to contribute to safe mobility, encourage commuter cycling, and support recreational bicycle use that considers connectivity between land uses, open space, and destinations, for recreation.~~

- B. Objective: ~~Secure funding and rights of way for implementation of a City wide bicycle plan.~~ Coordinate with MAG and other Valley municipalities to create and implement a bicycle plan as a part of a regional plan.
 - 1) ~~Policy: Identify funding sources to implement a bicycle plan.~~
 - 2) ~~Policy: Provide sidewalks adequate to accommodate bicycle and pedestrian traffic as per A Civil Infrastructure Theme/Circulation Element ASHTO standards or on street bicycle lanes and sidewalks adequate to accommodate pedestrian traffic as per AASHTO standards on all arterial streets and RRS.~~

- C. Objective: Provide bicycle access in or near mixed-use corridors, neighborhood districts, and community centers that affords easy accessibility to many non-work destinations.
 - 1) ~~Policy: Make arterial and collector roadway cross sections, with bicycle lanes, the roadway design standard.~~
 - 2) ~~Policy: Require new development to include bicycle storage and parking facilities, where appropriate.~~

2. GOAL: CONTINUE TO MAKE THE STREET SYSTEM ACCESSIBLE, SAFE, AND CONVENIENT FOR BICYCLES, AND PEDESTRIANS, AND SCHOOL CHILD TRAVEL.

Our transportation system must be usable by all members of our community.

- A. Objective: Consider school child safety as a priority ~~over vehicular movement on all streets, regardless of highway classifications.~~
 - 1) ~~Policy: Develop and implement a safe route to school program.~~
 - 2) ~~Policy: Implement a re-striping program to include bicycle lanes when/where feasible.~~

- B. Objective: Take an active part in committees and working groups throughout the Valley regarding multi-modal transportation.
 - 1) ~~Policy: Integrate bicycle plans with current and future adjoining municipality plans.~~

3. GOAL: INCREASE RECREATIONAL OPPORTUNITIES FOR BICYCLISTS THROUGHOUT AVONDALE.

A. Objective: Take advantage of electrical powerline corridors, canals, regional drainage channels, and rivers to develop and enhance a regionally connected multi-modal recreation trail system.

B. Objective: Explore opportunities for bicycle recreation in the Gila and Agua Fria Rivers.

4. GOAL: BECOME A RECOGNIZED BICYCLING FRIENDLY CITY.

A. Objective: Determine which bicycling advocacy's rating program best fits with Avondale's existing conditions and future plans.

B. Objective: Create a plan of action to meet the requirements in order to be recognized as a bicycling friendly city.

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Maps and Figures

(Add Maps/Figures Here is applicable)

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Circulation Theme

TRANSIT ORIENTED DEVELOPMENT ELEMENT

Preface

Transit oriented development (TOD) refers to a mixture of housing, retail, and/or commercial development and amenities integrated into the neighborhood within a half-mile radius of quality public transportation. One-half mile radius is approximately a 10-minute walk.

Sprawl increases commuter time to work, increases consumption of fossil fuels, and produces more pollution. Sprawl also increases the cost to provide water, sewer, police, and fire services due to reduced population density.

The purpose of TOD is to counter sprawl through densification by concentrating housing and commercial uses around transit nodes. The development within these nodes must be pedestrian oriented.

Benefits of TOD include: improved access to jobs centers and economic opportunities; expanded mobility choices without automobile dependency; reduced transportation costs to individuals and families that frees up income for other uses; reduced neighborhood isolation and concentration of poverty; creating walkable communities that foster healthier lifestyles; lowering vehicle mile trips, thereby reducing greenhouse gas emissions; reduced dependency on foreign oil; and potentially increasing property values of areas served.

Factors affecting the “walkability” of neighborhoods include: size of blocks; widths of streets and sidewalks; amenities, such as street trees, benches, shops, and services; good signage; places frequented by other pedestrians; feeling safe; and visual engagement throughout the trip.

Past, Present, and Future Trends

Over the next 20 years, the U.S. population 65 years and older is expected to double the year 2000 population figure. Today, approximately 35% of senior citizens are considered low-income, and many will be “transit-dependent.” The result is likely to be a growing demand for affordable housing in TOD neighborhoods that are walkable, safe, and close to a range of amenities and services. As a “sunshine state,” Arizona may have a greater proportion of residents 65 and older compared to northern states.

As the population of the Valley continues to grow, traffic congestion is anticipated to grow as well. Commuter travel times for work and urban recreation in automobiles will probably increase in the future. The amount of fossil fuel consumed appears to be unsustainable. Denser development increases transportation efficiency and preserves natural open spaces and wildlife habitats.

Goals and Objectives

I. GOAL: ENHANCE PUBLIC TRANSIT OPTIONS FOR RESIDENTS OF AVONDALE.

- A. Maintain and enhance bus service throughout the City.
- B. Coordinate with other Valley municipalities through Maricopa Association of Governments (MAG) to bring commuter rail to Avondale along MC 85/Buckeye Road.
- C. Continue to explore, and work towards, bringing light rail to Avondale south of Interstate 10.
- D. Explore opportunities to bring park-and-ride facilities to Avondale.
- E. Explore potential opportunities for transit associated with the development of State Route 30.

2. GOAL: REQUIRE DEVELOPMENT AND REDEVELOPMENT WITHIN AREAS DESIGNATED AS TOD ON THE GENERAL PLAN LAND USE MAP TO FACILITATE AND ENCOURAGE THE USE OF TRANSIT BY VISITORS AND RESIDENTS.

- A. Increase residential densities and mixed uses within 1/2 mile of transit facilities and along bus routes.
- B. Develop residential and non-residential development requirements specific to TOD areas.

Maps and Figures

(Add Maps/Figures Here if applicable)

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Quality of Life Theme

URBAN DESIGN ELEMENT

Preface

The purpose of the Urban Design Element is to guide physical development toward a desired image that is consistent with the social, economic and aesthetic values of the City. Urban design describes the physical features that define the character or image of a street, neighborhood, community, or the City as a whole. It is the visual and sensory relationship between people and the built environment. Urban form and how it functions becomes increasingly important as we anticipate increases in density and intensity.

The Urban Design Element is intended to:

- Address urban form and design through goals and objectives aimed at respecting the physical, social, and cultural diversity of Avondale and its neighborhoods.
- Maintain the importance of completing the urban fabric of existing commercial areas, City Center for example, by designing infill development and redevelopment that builds upon Avondale's existing strengths.
- Accommodate future urban development at locations that support planned public transportation services.
- Provide livable residential and successful commercial streets that display a positive urban image of Avondale.

Past, Present, and Future

The greatest urban design challenge Avondale faces is accommodating the automobile in a pedestrian-oriented context. The older commercial corridors such as Old Town are more suitable to the City's urban feel and walkability. City Center is designed to mimic traditional urban form; however, it still has its challenges with respect to translating the essence of the Specific Plan into today's suburban-centered retail philosophy. Newer commercial development, designed almost exclusively around automobiles, discourages pedestrian activity. Therefore, in all instances, the City should strive to return to the traditional pedestrian-oriented forms of development, but with modifications to reflect Avondale's realities such as safety, extreme temperatures, and automobile dependency.

A higher overall quality of urban design is another fundamental challenge. Urban design applies at multiple levels from citywide to community to neighborhood and ultimately to individual projects. The implementation strategies address this challenge by focusing on the physical and design characteristics of Citywide components which link and unify Avondale. These components that contribute to the success or failure of urban design

include architectural design, site and landscaping design, gateways, street and sidewalk design, the relationship between and among buildings, and building color and material choices. Criteria should be established and respected in order to provide for consistent and quality developments.

Maintaining the Community's Character

Avondale's quality of life continues to attract new residents. The resulting increases in housing, commercial development, traffic congestion and unfamiliar faces continue to change the community. Changes such as the downtown revitalization, river corridor development, and redevelopment of commercial and industrial sites have improved the quality of life in Avondale. Residents are now concerned about changes that affect their neighborhoods and Avondale's small town atmosphere.

A key element of the City's character should include the predominance of traditional neighborhood development patterns that are consistent with new-urbanism development design principles. These principles should be followed to the greatest extent practical. Key to new urbanism is Furthermore, standards that exhibit the importance of the natural aspects of the urban environment, landscapes, should be furthered. In July of 2010, Avondale received its status as a Tree City USA granted by the Arbor Day Foundation. This recognition relays to the public that Avondale is a community that cares about its environment and sees value in protecting and enhancing its natural resources thereby enhancing its quality of life.

Another key element of the City's character should include the concepts of a "healthy community". A healthy city or community is one that embraces the belief that health is more than merely an absence of disease, it includes those elements that enable people to maintain a high quality of life and productivity.¹ In 1998 the U.S. Department of Health and Human Services prepared *The Healthy People in Healthy Communities: A Guide for Community Leaders*. This guide is a tool for communities that presents an overview of the process of forming a healthy community coalition, creating a vision, and measuring results. Many of the concepts of a healthy community are directly tied to the concepts of New Urbanism with respect to walkability, connectivity, smart transportation, sustainability, and the overall sense of creating places that enrich, uplift, and inspire the human spirit.

Lastly, the Urban Design Element links other elements of the General Plan. It supports land use and transportation decisions, encourages economic revitalization, and improves the quality of life in Avondale. Ultimately, the General Plan's Urban Design Element influences the implementation of all elements of the General Plan and community plans

¹ *The Healthy People in Healthy Communities: A Guide for Community Leaders*, U.S. Department of Health and Human Services, Public Health Service, Office of Public Health and Science Office of Disease Prevention and Health Promotion

as it establishes goals, objectives, and strategies for the pattern and scale of development and maintains the character of the built environment.

Goals and Objectives

1. GOAL: IDENTIFY AND PRESERVE AVONDALE'S CULTURAL RESOURCES AND LOCAL SENSE-OF-PLACE.

- A. Objective: Preserve and protect culturally significant buildings and sites and promote beautification through adaptive reuse.
- B. Objective: Update design guidelines to meet new urban design trends.
- C. Objective: Provide opportunities for landscaping and streetscape improvements.
- D. Objective: Work with potential developers to establish designs suitable with the community character.
- E. Objective: Increase public awareness of cultural resources.
- F. Objective: Encourage local production of goods and services.

2. GOAL: ESTABLISH A POSITIVE AND DISTINCTIVE CITY IMAGE AND IDENTITY BY DEVELOPING AND IMPROVING FOCAL POINTS, GATEWAYS, SPECIFIC AREAS, AND MAJOR CORRIDORS.

- A. Objective: Create visual "gateways" at principal entry points to Avondale, and develop a design "theme" that is used throughout the City to create a sense of unity and identity.
- B. Objective: Develop a unique visual identity for regional transportation corridors that pass through Avondale, such as at transportation oriented development (TOD) locations.
- C. Objective: Improve the visual quality of Avondale's existing commercial corridors and major thoroughfares by providing landscaping, median treatment, and visual screening of obtrusive uses.
- D. Objective: Establish locational and visual criteria for new development City-wide.
- E. Objective: Maintain existing and explore new opportunities for community recognition, such as Tree City USA or the annual Tres Rios Nature Event, which builds upon Avondale's commitment to quality of life.

- F. Objective: Use sustainable building methods for development including green building techniques, energy efficient design, and sustainable landscape and site design sensitive to local environmental conditions.
- G. Objective: Utilize landscape as an important aesthetic and unifying element.
- H. Objective: Encourage private participation in beautification.
- I. Objective: Increase code enforcement efforts throughout the City.
- J. Objective: Participate in a beautification project for Avondale.
- K. Objective: Maintain an upscale appearance of Avondale from the I-10.

3. GOAL: FOSTER THE IDEA OF DISTINGUISHABLE URBAN NEIGHBORHOODS AND DISTRICTS WITHIN AVONDALE.

- A. Objective: Distinguish and encourage the notion of Old Town as an urban center, and link it to planned transportation oriented development.
- B. Objective: Maintain the community's character and small town atmosphere.
- C. Objective: Follow the Principles of New Urbanism
- D. Objective: Create activity centers as places where people gather and interact.
- E. Objective: Support the advancement of development at City Center.
- F. Objective: Proactively pursue commuter rail service along MC85/Buckeye Road in order to provide the catalyst for transit oriented development (TOD).

4. GOALS: UTILIZE REDEVELOPMENT TO MEND THE URBAN FABRIC.

- A. Objective: Ensure that new development in many revitalization areas is truly urban, rather than suburban, in form and scale.
- B. Objective: Respect the primacy of the sidewalk as a city's primary public space.
- C. Objective: Utilize building materials that are durable and contextual.
- D. Objective: Use pattern and scale of development to provide visual diversity, choice of lifestyle and social interaction.

5. GOALS: MAXIMIZE HOUSING OPPORTUNITIES IN LOCATIONS WITHIN A HALF MILE OF TRANSIT WITH GOOD ACCESS TO

EMPLOYMENT AREAS, NEIGHBORHOOD SERVICES, AND PUBLIC FACILITIES IN ORDER TO PROMOTE A HEALTHY COMMUNITY BOTH SUSTAINABLY AND ECONOMICALLY.

- A. Objective: Distribute higher residential densities throughout our city in identified urban growth areas and facilitate the development of residences in mixed-use development within these growth areas.
- B. Objective: Develop residentially-designated and mixed-use-designated lands adjacent to major transit facilities at high densities to reduce motor vehicle travel by encouraging the use of public transit.
- C. Objective: Within identified growth areas, develop residential projects at densities sufficient to support neighborhood retail in walkable, main street type development.
- D. Objective: Facilitate the development of housing close to jobs to provide residents with the opportunity to live and work in the same community.
- E. Objective: Encourage consolidation of parcels to promote mixed-use and high density development at locations identified in the TOD Element and on the Land Use Map.

Quality of Life Theme

ARTS AND HERITAGE ELEMENT

Preface

The process of developing an Arts and Heritage Element was undertaken out of the belief that these resources are an essential part of Avondale, both intrinsically and economically, and that they make significant contributions to life in Avondale. The General Plan's Vision Statement recognizes the importance of the arts to Avondale as it envisions a "rich and vibrant arts and entertainment center celebrating the talents and culture of the people who live here." In addition, Avondale's heritage includes not only its history relevant to historical events, buildings, sites, and artifacts, but also the cultural legacy of that history, such as Billy Moore Days. This is also reinforced by the Vision Statement, which recognizes Avondale as a place that respects its "rich history and growing culture." Together, the concepts of the arts and heritage define Avondale's culture, which is one founded on a meaningful history. This element therefore continues the tradition of preserving Avondale's heritage and enriching its commitment to the arts through regulation, collaboration, and education by protecting archaeological, historical, and cultural resources as well as acknowledging, expanding, and enhancing the arts in the City.

Past, Present and Future

A city's culture can be defined and strengthened by recognizing and valuing aspects of its arts and heritage. Avondale has a wide range of art and heritage-based resources, attractions, and activities that are a source of community pride and enrichment.

Art is accessible to residents and visitors in many areas of the City. The Avondale Municipal Art Committee has commissioned seven public art projects in Avondale since it was formed in 2005. In Old Town, Sernas Plaza was renovated in 2008 to serve as an amphitheater. The site was graced with a 14-foot tree sculpture with 207 golden-colored leaves traced from the hands of Avondale residents representing both the past and the present, but collectively symbolizing everyone working together as a community. *Mosaic Avondale*, an art piece made up of 28 permanent mosaic panels depicting historic Avondale sites and current activities as seen through the eyes of Rancho Santa Fe Elementary School students, was dedicated in the Fall of 2009. The mosaic is located on the west exterior wall of the Civic Center Library. These two art initiatives implemented by the Avondale's Art Commission were recognized as WESTMARC's Best of the West winners for Arts and Culture in 2009. In this same year, the City in conjunction with Art League West (an organization of professional and amateur artists from several Phoenix Area communities) launched the *Old Town Avondale Art Walk* where local artists display the products of their talents. Each art walk attracts more and more visitors to Avondale's Western Avenue. In 2010, WESTMARC also recognized the Avondale Municipal Art Committee for *Functional Art Takes Form in Avondale*.

Many physical examples of Avondale's heritage are evident throughout the City as well. Monument Hill, the initial survey point for the state of Arizona, is located to the east of Phoenix International Raceway, and serves as the point of reference for most of the public land surveys conducted in Arizona and as the basis for patents issued by the US government. The City received grants and donations in 2010 to develop a trail system to access this important feature. Another key piece of Avondale heritage the City acquired is the Pioneer Cemetery located on Santa Fe Trail. Avondale is committed to preserving this historic asset, and has established a trust fund to maintain and enhance this City's jewel. A celebration of Avondale's heritage is the Tres Rios Nature and Earth Festival. The festival is a two-day event honoring the rich heritage, ecology, history, and abundant wildlife of the confluence of the Southwest valley's three rivers, the Gila, the Salt, and the Agua Fria. This event provides Avondale with an opportunity to showcase its natural heritage.

Heritage-related assets can also be intangible, such as Avondale's small-town charm. While this concept is applied to Avondale as a whole, it relates primarily to Avondale's Old Town area along Western Avenue. Avondale recognized that downtown, with its distinct sense of place, should be focal point for residents and visitors. In an effort to jumpstart the redevelopment and revitalization of Western Avenue, the Old Town Avondale Business District, or OTAB, was formed and adopted by the City Council in December 2000. Avondale's revitalization efforts in Old Town has continued to move forward with the participation of residents, businesses, staff and other volunteers. The City has made several substantial investments in Western Avenue, most notably a streetscape/landscaping improvement program and the construction of the Sam Garcia Library, completed in 2008. Also in 2000, the Infill Incentive Plan-Development Fee Waiver Program was adopted for commercial and residential areas to include reduced building permit fees, reduced impact fees, and on the retail side, sales tax rebates for specific uses. Most recently, several businesses on Western Avenue received architectural and design services to improve their storefronts. Construction began in the spring of 2010 through funding from the Community Development Block Grant.

Similarly, Avondale is concerned about and sensitive to its historic roots. While planning for the celebration of the Avondale Centennial in 2012, many area residents focused on the need to get the community involved in preserving its legacy. *Images of America Avondale* by Jerry Squire and the City of Avondale, published in 2008, is an illustrative review of the City's development, complete with background text and captions describing or explaining the photographs (many of which came from personal collections). Although this was not a 'planning document', it helped bring Avondale's history to the forefront of being a special community, rich in history in the west valley.

There has been a growing interest in the relationship of the arts and heritage to urban revitalization and community pride. Many local governments invest in the arts as a catalyst for cultural tourism, business development, and job creation. Cultural and heritage-related amenities are believed to enhance a city's quality of life and help attract and encourage a diverse economy. The culture of Avondale, its character and identity, as defined not only by its history and customs, but by its built and natural environments

as this Element suggests, should be embraced and strengthened in order to build upon the opportunities of cultural tourism and develop its local economy.

The goals and policies of the Arts and Heritage Element are aimed at being a guide for meeting the future cultural needs of the community, becoming an economic opportunity, and allowing Avondale to continue to grow as a quality place. It is a guide to strengthen the City's preservation ethic as well as expand upon its aesthetic values in order to enrich Avondale's cultural and visual environment. The Element serves as a mechanism for integrating these resources in order to provide improved and expanded arts and heritage-related facilities and programs to the community.

Goals and Objectives

I. GOAL: SUPPORT AND NURTURE THE GROWTH OF THE ARTS AND THE PRESERVATION OF AVONDALE'S HERITAGE THROUGH CITY LEADERSHIP.

- A. Objective: Recognize the arts and cultural heritage as necessary to the quality of life for all segments of Avondale.
- B. Objective: Develop partnerships with the private sector in support of the arts and cultural heritage.
- C. Objective: Increase opportunities for public art and cultural heritage venues throughout the City.
- D. Objective: Leverage Avondale's cultural assets for economic growth.

2. GOAL: RECOGNIZE AND SUSTAIN THE DIVERSITY OF THE EXPRESSIONS OF ART AND THE RANGES OF CULTURAL HERITAGE IN AVONDALE.

- A. Objective: Ensure representative participation of the Avondale community in arts and heritage decision-making and programming.
- B. Objective: Support arts and cultural programs which address the needs of diverse populations.
- C. Objective: Promote arts and heritage-based educational programs that reflect Avondale's cultural diversity.

3. GOAL: INCREASE OPPORTUNITIES FOR QUALITY ARTS AND HERITAGE-RELATED EDUCATION.

- A. Objective: Recognize that a partnership among artists and historians, teachers, and arts and heritage-related organizations is essential to create and maintain quality arts education programming and continue to support these efforts.
- B. Objective: Advocate for arts and heritage educational opportunities for all residents of Avondale.

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Quality of Life Theme

PUBLIC PARTICIPATION ELEMENT

Introduction

The City of Avondale prides itself on encouraging its citizens to participate in their local government. Although an element dealing with public participation is not, under State law, a required part of the General Plan, the presence of such an element acknowledges the importance of the participation philosophy that forms such a vital part of Avondale public life.

Public participation takes place in the arena of policy-making and advisory citizen bodies, such as the Avondale City Council, the Planning Commission, the Board of Adjustment, and several other boards and commissions. Avondale takes great pride that our public meeting structure provides excellent opportunities for our residents, business owners, and other interested parties to speak on issues that are important to them. Without exception, our Council, boards, and commissions always place a significant importance on the public testimony when coming to their recommendations and decisions.

Additionally, much of what is relevant to Avondale citizens in terms of planning and action in the areas of transportation, safety, education, and other regional issues takes place in arenas outside of the structure of Avondale City government. The Maricopa Association of Governments (MAG), Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), Maricopa County Flood Control District (MCFCD), local school districts, and several other less well-known but crucial public agencies make important decisions that affect the lives of Avondale citizens. At present, a majority of the City's efforts are dedicated to encouraging citizen participation at the local level. Into the future, we hope to provide clear, well-publicized avenues through which our citizens can effectively participate and influence these important regional level public agency decisions.

For effective citizen participation to flourish, excellent notification procedures are essential. Citizens cannot participate if they are not informed. Mere notification, however, is insufficient. Citizens also require appropriate information and adequate time to respond. Further, without an effectively structured forum for presenting citizen input, even notification and information fall short of what a well-governed city must provide. The goals and objectives in this Element deal with the methods for insuring that notification is as thorough as a well-administered city can provide, and also that after notification there is information and time available to insure effective citizen participation in receptive and responsive settings with the intent of allowing for informed decision making.

The Planning Commission is the most important City body for citizen participation in land use planning decisions. The Planning Commission addresses long-term planning issues of general interest and broad scope, such as the General Plan, area plans, amendments to the Zoning

Ordinance, Conditional Use Permits, and many other matters of general interest and importance to all Avondale residents.

New technologies exist which can link citizens with decision-making on planning and land use issues. Avondale ought to maximize these avenues, while recognizing that perhaps not all citizens will be equally adept at adapting to these linkages. The question is not whether to use a particular technology but how to use it most effectively.

The responsiveness of Avondale's administrative structure and staff is one of the most important factors which determine the effectiveness of citizen participation in any aspect of city government, but especially in land use decisions. If there are any problems in a wide range of governmental aspects ranging from departmental structure to division of labor in job descriptions, these problems will lower the quality of government response to citizen participation. Avondale should strive to enhance its high level of customer service with a particular emphasis on keeping our citizens well-informed of decisions that affect them.

Goals and Objectives

I. GOAL: IMPROVE RESIDENT PARTICIPATION IN CITY AFFAIRS, PARTICULARLY IN MATTERS OF LAND USE.

- A. Objective: Continue to seek out qualified individuals to serve on the City's Boards and Commissions.
- B. Objective: Involve citizens in design review through the hosting of on-site design charettes for public development projects.
- C. Objective: Ensure that applicants pursue early and effective citizen participation in conjunction with their applications and attempt to mitigate any perceived impacts their project may have upon the community.
- D. Objective: When possible, hold meetings near the locations affected by the decisions to be made.

2. GOAL: IMPROVE RESIDENT PARTICIPATION IN REGIONAL AFFAIRS.

- A. Objective: When relevant, notify residents and business owners of upcoming regional planning meetings held by MAG, ADOT, MCFCD, MCDOT, etc.
- B. Objective: Encourage regional agencies to hold public meetings in Avondale to gather input from our staff, residents, and business owners prior to making any decisions which would impact the City.
- C. Objective: Develop resident coalitions which extend beyond Avondale borders to influence regional decision-making in matters of importance to the southwest valley.

D. Objective: Encourage regional agencies to attend City events, such as Resident Appreciation Night.

3. **GOAL: ENHANCE NOTIFICATION, INFORMATION, AND PROCESSES FOR CITIZEN INPUT IN LAND USE AND OTHER CITY-RELATED DECISIONS.**

A. Objective: Ensure that citizens have an adequate opportunity to learn about applications and work with applicants to resolve concerns at an early stage.

B. Objective: Continue to make staff reports on proposed projects available on the City's website in a systematic and effective manner prior to Boards, Commissions, and City Council meetings.

C. Objective: Facilitate ongoing communication between the applicant, interested parties, property owners, city staff, and elected officials throughout a review process.

4. **GOAL: INCREASE THE USE OF NEW TECHNOLOGY FOR CITIZEN PARTICIPATION.**

A. Objective: Provide web links to additional information on all notifications for neighborhood meetings and public hearings.

B. Objective: Utilize social media sites to increase citizen awareness of upcoming meetings, hearings and agenda items.

C. Objective: Promote and increase the number of recipients on the Planning Division's email notification list.

D. Objective: Consider sponsoring online forums to stimulate citizen-to-citizen exchanges of information and opinions pertaining to City matters.

E. Objective: Explore the possibility of providing live streaming webcasts of Planning Commission, Board of Adjustment, and City Council Meetings on the City's website, including potential ways of allowing for real-time participation (e.g. submitting questions/comments) from home.

DRAFT

Quality of Life Theme

URBAN DESIGN ELEMENT

Preface

The purpose of the Urban Design Element is to guide physical development toward a desired image that is consistent with the social, economic and aesthetic values of the City. Urban design describes the physical features that define the character or image of a street, neighborhood, community, or the City as a whole. It is the visual and sensory relationship between people and the built environment. Urban form and how it functions becomes increasingly important as we anticipate increases in density and intensity.

The Urban Design Element is intended to:

- Address urban form and design through goals and objectives aimed at respecting the physical, social, and cultural diversity of Avondale and its neighborhoods.
- Maintain the importance of completing the urban fabric of existing commercial areas, City Center for example, by designing infill development and redevelopment that builds upon Avondale's existing strengths.
- Accommodate future urban development at locations that support planned public transportation services.
- Provide livable residential and successful commercial streets that display a positive urban image of Avondale.

Past, Present, and Future

The greatest urban design challenge Avondale faces is accommodating the automobile in a pedestrian-oriented context. The older commercial corridors such as Old Town are more suitable to the City's urban feel and walkability. City Center is designed to mimic traditional urban form; however, it still has its challenges with respect to translating the essence of the Specific Plan into today's suburban-centered retail philosophy. Newer commercial development, designed almost exclusively around automobiles, discourages pedestrian activity. Therefore, in all instances, the City should strive to return to the traditional pedestrian-oriented forms of development, but with modifications to reflect Avondale's realities such as safety, extreme temperatures, and automobile dependency.

A higher overall quality of urban design is another fundamental challenge. Urban design applies at multiple levels from citywide to community to neighborhood and ultimately to individual projects. The implementation strategies address this challenge by focusing on the physical and design characteristics of Citywide components which link and unify Avondale. These components that contribute to the success or failure of urban design

include architectural design, site and landscaping design, gateways, street and sidewalk design, the relationship between and among buildings, and building color and material choices. Criteria should be established and respected in order to provide for consistent and quality developments.

Maintaining the Community's Character

Avondale's quality of life continues to attract new residents. The resulting increases in housing, commercial development, traffic congestion and unfamiliar faces continue to change the community. Changes such as the downtown revitalization, river corridor development, and redevelopment of commercial and industrial sites have improved the quality of life in Avondale. Residents are now concerned about changes that affect their neighborhoods and Avondale's small town atmosphere.

A key element of the City's character should include the predominance of traditional neighborhood development patterns that are consistent with new-urbanism development design principles. These principles should be followed to the greatest extent practical. Key to new urbanism is Furthermore, standards that exhibit the importance of the natural aspects of the urban environment, landscapes, should be furthered. In July of 2010, Avondale received its status as a Tree City USA granted by the Arbor Day Foundation. This recognition relays to the public that Avondale is a community that cares about its environment and sees value in protecting and enhancing its natural resources thereby enhancing its quality of life.

Another key element of the City's character should include the concepts of a "healthy community". A healthy city or community is one that embraces the belief that health is more than merely an absence of disease, it includes those elements that enable people to maintain a high quality of life and productivity.¹ In 1998 the U.S. Department of Health and Human Services prepared *The Healthy People in Healthy Communities: A Guide for Community Leaders*. This guide is a tool for communities that presents an overview of the process of forming a healthy community coalition, creating a vision, and measuring results. Many of the concepts of a healthy community are directly tied to the concepts of New Urbanism with respect to walkability, connectivity, smart transportation, sustainability, and the overall sense of creating places that enrich, uplift, and inspire the human spirit.

Lastly, the Urban Design Element links other elements of the General Plan. It supports land use and transportation decisions, encourages economic revitalization, and improves the quality of life in Avondale. Ultimately, the General Plan's Urban Design Element influences the implementation of all elements of the General Plan and community plans

¹ *The Healthy People in Healthy Communities: A Guide for Community Leaders*, U.S. Department of Health and Human Services, Public Health Service, Office of Public Health and Science Office of Disease Prevention and Health Promotion

as it establishes goals, objectives, and strategies for the pattern and scale of development and maintains the character of the built environment.

Goals and Objectives

1. GOAL: IDENTIFY AND PRESERVE AVONDALE'S CULTURAL RESOURCES AND LOCAL SENSE-OF-PLACE.

- A. Objective: Preserve and protect culturally significant buildings and sites and promote beautification through adaptive reuse.
- B. Objective: Update design guidelines to meet new urban design trends.
- C. Objective: Provide opportunities for landscaping and streetscape improvements.
- D. Objective: Work with potential developers to establish designs suitable with the community character.
- E. Objective: Increase public awareness of cultural resources.
- F. Objective: Encourage local production of goods and services.

2. GOAL: ESTABLISH A POSITIVE AND DISTINCTIVE CITY IMAGE AND IDENTITY BY DEVELOPING AND IMPROVING FOCAL POINTS, GATEWAYS, SPECIFIC AREAS, AND MAJOR CORRIDORS.

- A. Objective: Create visual "gateways" at principal entry points to Avondale, and develop a design "theme" that is used throughout the City to create a sense of unity and identity.
- B. Objective: Develop a unique visual identity for regional transportation corridors that pass through Avondale, such as at transportation oriented development (TOD) locations.
- C. Objective: Improve the visual quality of Avondale's existing commercial corridors and major thoroughfares by providing landscaping, median treatment, and visual screening of obtrusive uses.
- D. Objective: Establish locational and visual criteria for new development City-wide.
- E. Objective: Maintain existing and explore new opportunities for community recognition, such as Tree City USA or the annual Tres Rios Nature Event, which builds upon Avondale's commitment to quality of life.

- F. Objective: Use sustainable building methods for development including green building techniques, energy efficient design, and sustainable landscape and site design sensitive to local environmental conditions.
- G. Objective: Utilize landscape as an important aesthetic and unifying element.
- H. Objective: Encourage private participation in beautification.
- I. Objective: Increase code enforcement efforts throughout the City.
- J. Objective: Participate in a beautification project for Avondale.
- K. Objective: Maintain an upscale appearance of Avondale from the I-10.

3. GOAL: FOSTER THE IDEA OF DISTINGUISHABLE URBAN NEIGHBORHOODS AND DISTRICTS WITHIN AVONDALE.

- A. Objective: Distinguish and encourage the notion of Old Town as an urban center, and link it to planned transportation oriented development.
- B. Objective: Maintain the community's character and small town atmosphere.
- C. Objective: Follow the Principles of New Urbanism
- D. Objective: Create activity centers as places where people gather and interact.
- E. Objective: Support the advancement of development at City Center.
- F. Objective: Proactively pursue commuter rail service along MC85/Buckeye Road in order to provide the catalyst for transit oriented development (TOD).

4. GOALS: UTILIZE REDEVELOPMENT TO MEND THE URBAN FABRIC.

- A. Objective: Ensure that new development in many revitalization areas is truly urban, rather than suburban, in form and scale.
- B. Objective: Respect the primacy of the sidewalk as a city's primary public space.
- C. Objective: Utilize building materials that are durable and contextual.
- D. Objective: Use pattern and scale of development to provide visual diversity, choice of lifestyle and social interaction.

5. GOALS: MAXIMIZE HOUSING OPPORTUNITIES IN LOCATIONS WITHIN A HALF MILE OF TRANSIT WITH GOOD ACCESS TO

EMPLOYMENT AREAS, NEIGHBORHOOD SERVICES, AND PUBLIC FACILITIES IN ORDER TO PROMOTE A HEALTHY COMMUNITY BOTH SUSTAINABLY AND ECONOMICALLY.

- A. Objective: Distribute higher residential densities throughout our city in identified urban growth areas and facilitate the development of residences in mixed-use development within these growth areas.
- B. Objective: Develop residentially-designated and mixed-use-designated lands adjacent to major transit facilities at high densities to reduce motor vehicle travel by encouraging the use of public transit.
- C. Objective: Within identified growth areas, develop residential projects at densities sufficient to support neighborhood retail in walkable, main street type development.
- D. Objective: Facilitate the development of housing close to jobs to provide residents with the opportunity to live and work in the same community.
- E. Objective: Encourage consolidation of parcels to promote mixed-use and high density development at locations identified in the TOD Element and on the Land Use Map.

Quality of Life Theme

ARTS AND HERITAGE ELEMENT

Preface

The process of developing an Arts and Heritage Element was undertaken out of the belief that these resources are an essential part of Avondale, both intrinsically and economically, and that they make significant contributions to life in Avondale. The General Plan's Vision Statement recognizes the importance of the arts to Avondale as it envisions a "rich and vibrant arts and entertainment center celebrating the talents and culture of the people who live here." In addition, Avondale's heritage includes not only its history relevant to historical events, buildings, sites, and artifacts, but also the cultural legacy of that history, such as Billy Moore Days. This is also reinforced by the Vision Statement, which recognizes Avondale as a place that respects its "rich history and growing culture." Together, the concepts of the arts and heritage define Avondale's culture, which is one founded on a meaningful history. This element therefore continues the tradition of preserving Avondale's heritage and enriching its commitment to the arts through regulation, collaboration, and education by protecting archaeological, historical, and cultural resources as well as acknowledging, expanding, and enhancing the arts in the City.

Past, Present and Future

A city's culture can be defined and strengthened by recognizing and valuing aspects of its arts and heritage. Avondale has a wide range of art and heritage-based resources, attractions, and activities that are a source of community pride and enrichment.

Art is accessible to residents and visitors in many areas of the City. The Avondale Municipal Art Committee has commissioned seven public art projects in Avondale since it was formed in 2005. In Old Town, Sernas Plaza was renovated in 2008 to serve as an amphitheater. The site was graced with a 14-foot tree sculpture with 207 golden-colored leaves traced from the hands of Avondale residents representing both the past and the present, but collectively symbolizing everyone working together as a community. Mosaic Avondale, an art piece made up of 28 permanent mosaic panels depicting historic Avondale sites and current activities as seen through the eyes of Rancho Santa Fe Elementary School students, was dedicated in the Fall of 2009. The mosaic is located on the west exterior wall of the Civic Center Library. These two art initiatives implemented by the Avondale's Art Commission were recognized as WESTMARC's Best of the West winners for Arts and Culture in 2009. In this same year, the City in conjunction with Art League West (an organization of professional and amateur artists from several Phoenix Area communities) launched the Old Town Avondale Art Walk where local artists display the products of their talents. Each art walk attracts more and more visitors to Avondale's Western Avenue. In 2010, WESTMARC also recognized the Avondale Municipal Art Committee for *Functional Art Takes Form in Avondale*.

Many physical examples of Avondale's heritage are evident throughout the City as well. Monument Hill, the initial survey point for the state of Arizona, is located to the east of Phoenix International Raceway, and serves as the point of reference for most of the public land surveys conducted in Arizona and as the basis for patents issued by the US government. The City received grants and donations in 2010 to develop a trail system to access this important feature. Another key piece of Avondale heritage the City acquired is the Pioneer Cemetery located on Santa Fe Trail. Avondale is committed to preserving this historic asset, and has established a trust fund to maintain and enhance this City's jewel. A celebration of Avondale's heritage is the Tres Rios Nature and Earth Festival. The festival is a two-day event honoring the rich heritage, ecology, history, and abundant wildlife of the confluence of the Southwest valley's three rivers, the Gila, the Salt, and the Agua Fria. This event provides Avondale with an opportunity to showcase its natural heritage.

Heritage-related assets can also be intangible, such as Avondale's small-town charm. While this concept is applied to Avondale as a whole, it relates primarily to Avondale's Old Town area along Western Avenue. Avondale recognized that downtown, with its distinct sense of place, should be focal point for residents and visitors. In an effort to jumpstart the redevelopment and revitalization of Western Avenue, the Old Town Avondale Business District, or OTAB, was formed and adopted by the City Council in December 2000. Avondale's revitalization efforts in Old Town has continued to move forward with the participation of residents, businesses, staff and other volunteers. The City has made several substantial investments in Western Avenue, most notably a streetscape/landscaping improvement program and the construction of the Sam Garcia Library, completed in 2008. Also in 2000, the Infill Incentive Plan-Development Fee Waiver Program was adopted for commercial and residential areas to include reduced building permit fees, reduced impact fees, and on the retail side, sales tax rebates for specific uses. Most recently, several businesses on Western Avenue received architectural and design services to improve their storefronts. Construction began in the spring of 2010 through funding from the Community Development Block Grant.

Similarly, Avondale is concerned about and sensitive to its historic roots. While planning for the celebration of the Avondale Centennial in 2012, many area residents focused on the need to get the community involved in preserving its legacy. *Images of America Avondale* by Jerry Squire and the City of Avondale, published in 2008, is an illustrative review of the City's development, complete with background text and captions describing or explaining the photographs (many of which came from personal collections). Although this was not a 'planning document', it helped bring Avondale's history to the forefront of being a special community, rich in history in the west valley.

There has been a growing interest in the relationship of the arts and heritage to urban revitalization and community pride. Many local governments invest in the arts as a catalyst for cultural tourism, business development, and job creation. Cultural and heritage-related amenities are believed to enhance a city's quality of life and help attract and encourage a diverse economy. The culture of Avondale, its character and identity, as defined not only by its history and customs, but by its built and natural environments

as this Element suggests, should be embraced and strengthened in order to build upon the opportunities of cultural tourism and develop its local economy.

The goals and policies of the Arts and Heritage Element are aimed at being a guide for meeting the future cultural needs of the community, becoming an economic opportunity, and allowing Avondale to continue to grow as a quality place. It is a guide to strengthen the City's preservation ethic as well as expand upon its aesthetic values in order to enrich Avondale's cultural and visual environment. The Element serves as a mechanism for integrating these resources in order to provide improved and expanded arts and heritage-related facilities and programs to the community.

Goals and Objectives

I. GOAL: SUPPORT AND NURTURE THE GROWTH OF THE ARTS AND THE PRESERVATION OF AVONDALE'S HERITAGE THROUGH CITY LEADERSHIP.

- A. Objective: Recognize the arts and cultural heritage as necessary to the quality of life for all segments of Avondale.
- B. Objective: Develop partnerships with the private sector in support of the arts and cultural heritage.
- C. Objective: Increase opportunities for public art and cultural heritage venues throughout the City.
- D. Objective: Leverage Avondale's cultural assets for economic growth.

2. GOAL: RECOGNIZE AND SUSTAIN THE DIVERSITY OF THE EXPRESSIONS OF ART AND THE RANGES OF CULTURAL HERITAGE IN AVONDALE.

- A. Objective: Ensure representative participation of the Avondale community in arts and heritage decision-making and programming.
- B. Objective: Support arts and cultural programs which address the needs of diverse populations.
- C. Objective: Promote arts and heritage-based educational programs that reflect Avondale's cultural diversity.

3. GOAL: INCREASE OPPORTUNITIES FOR QUALITY ARTS AND HERITAGE-RELATED EDUCATION.

- A. Objective: Recognize that a partnership among artists and historians, teachers, and arts and heritage-related organizations is essential to create and maintain quality arts education programming and continue to support these efforts.
- B. Objective: Advocate for arts and heritage educational opportunities for all residents of Avondale.

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Quality of Life Theme

PUBLIC PARTICIPATION ELEMENT

Introduction

The City of Avondale prides itself on encouraging its citizens to participate in their local government. Although an element dealing with public participation is not, under State law, a required part of the General Plan, the presence of such an element acknowledges the importance of the participation philosophy that forms such a vital part of Avondale public life.

Public participation takes place in the arena of policy-making and advisory citizen bodies, such as the Avondale City Council, the Planning Commission, the Board of Adjustment, and several other boards and commissions. Avondale takes great pride that our public meeting structure provides excellent opportunities for our residents, business owners, and other interested parties to speak on issues that are important to them. Without exception, our Council, boards, and commissions always place a significant importance on the public testimony when coming to their recommendations and decisions.

Additionally, much of what is relevant to Avondale citizens in terms of planning and action in the areas of transportation, safety, education, and other regional issues takes place in arenas outside of the structure of Avondale City government. The Maricopa Association of Governments (MAG), Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), Maricopa County Flood Control District (MCFCD), local school districts, and several other less well-known but crucial public agencies make important decisions that affect the lives of Avondale citizens. At present, a majority of the City's efforts are dedicated to encouraging citizen participation at the local level. Into the future, we hope to provide clear, well-publicized avenues through which our citizens can effectively participate and influence these important regional level public agency decisions.

For effective citizen participation to flourish, excellent notification procedures are essential. Citizens cannot participate if they are not informed. Mere notification, however, is insufficient. Citizens also require appropriate information and adequate time to respond. Further, without an effectively structured forum for presenting citizen input, even notification and information fall short of what a well-governed city must provide. The goals and objectives in this Element deal with the methods for insuring that notification is as thorough as a well-administered city can provide, and also that after notification there is information and time available to insure effective citizen participation in receptive and responsive settings with the intent of allowing for informed decision making.

The Planning Commission is the most important City body for citizen participation in land use planning decisions. The Planning Commission addresses long-term planning issues of general interest and broad scope, such as the General Plan, area plans, amendments to the Zoning

Ordinance, Conditional Use Permits, and many other matters of general interest and importance to all Avondale residents.

New technologies exist which can link citizens with decision-making on planning and land use issues. Avondale ought to maximize these avenues, while recognizing that perhaps not all citizens will be equally adept at adapting to these linkages. The question is not whether to use a particular technology but how to use it most effectively.

The responsiveness of Avondale's administrative structure and staff is one of the most important factors which determine the effectiveness of citizen participation in any aspect of city government, but especially in land use decisions. If there are any problems in a wide range of governmental aspects ranging from departmental structure to division of labor in job descriptions, these problems will lower the quality of government response to citizen participation. Avondale should strive to enhance its high level of customer service with a particular emphasis on keeping our citizens well-informed of decisions that affect them.

Goals and Objectives

I. GOAL: IMPROVE RESIDENT PARTICIPATION IN CITY AFFAIRS, PARTICULARLY IN MATTERS OF LAND USE.

- A. Objective: Continue to seek out qualified individuals to serve on the City's Boards and Commissions.
- B. Objective: Involve citizens in design review through the hosting of on-site design charettes for public development projects.
- C. Objective: Ensure that applicants pursue early and effective citizen participation in conjunction with their applications and attempt to mitigate any perceived impacts their project may have upon the community.
- D. Objective: When possible, hold meetings near the locations affected by the decisions to be made.

2. GOAL: IMPROVE RESIDENT PARTICIPATION IN REGIONAL AFFAIRS.

- A. Objective: When relevant, notify residents and business owners of upcoming regional planning meetings held by MAG, ADOT, MCFCD, MCDOT, etc.
- B. Objective: Encourage regional agencies to hold public meetings in Avondale to gather input from our staff, residents, and business owners prior to making any decisions which would impact the City.
- C. Objective: Develop resident coalitions which extend beyond Avondale borders to influence regional decision-making in matters of importance to the southwest valley.

D. Objective: Encourage regional agencies to attend City events, such as Resident Appreciation Night.

3. GOAL: ENHANCE NOTIFICATION, INFORMATION, AND PROCESSES FOR CITIZEN INPUT IN LAND USE AND OTHER CITY-RELATED DECISIONS.

A. Objective: Ensure that citizens have an adequate opportunity to learn about applications and work with applicants to resolve concerns at an early stage.

B. Objective: Continue to make staff reports on proposed projects available on the City's website in a systematic and effective manner prior to Boards, Commissions, and City Council meetings.

C. Objective: Facilitate ongoing communication between the applicant, interested parties, property owners, city staff, and elected officials throughout a review process.

4. GOAL: INCREASE THE USE OF NEW TECHNOLOGY FOR CITIZEN PARTICIPATION.

A. Objective: Provide web links to additional information on all notifications for neighborhood meetings and public hearings.

B. Objective: Utilize social media sites to increase citizen awareness of upcoming meetings, hearings and agenda items.

C. Objective: Promote and increase the number of recipients on the Planning Division's email notification list.

D. Objective: Consider sponsoring online forums to stimulate citizen-to-citizen exchanges of information and opinions pertaining to City matters.

E. Objective: Explore the possibility of providing live streaming webcasts of Planning Commission, Board of Adjustment, and City Council Meetings on the City's website, including potential ways of allowing for real-time participation (e.g. submitting questions/comments) from home.

Implementation Strategies

ALL ELEMENTS

Preface

If the General Plan is to serve its purpose effectively it must be reviewed, maintained, and implemented in a systematic and consistent manner. The Implementation Strategies section outlines requirements for implementing the General Plan consistent with each Element's goals and objectives and provides an overview of the types of actions or tools the City will use to implement the Plan's intent. Implementation strategies are organized by General Plan 2030 Themes.

Land Use Theme

LAND USE ELEMENT

- | | |
|-----------------|---|
| LU/Strategy 1. | <u>Adopt and implement the Estrella Foothills Specific Plan.</u> |
| LU/Strategy 2. | <u>Identify new areas where Specific Plans would be beneficial and update existing Specific Plans on a regular basis.</u> |
| LU/Strategy 3. | <u>Work with PIR to zone and site plan surrounding areas to foster entertainment/racing related mixed-use development that meets Avondale's desired economic goals.</u> |
| LU/Strategy 4. | <u>Continue to monitor OTAB zoning to ensure that it is functioning optimally to promote pedestrian oriented development in Old Town and consider City-initiated rezonings of properties to OTAB that are currently on the periphery of the district.</u> |
| LU/Strategy 5. | <u>Identify creative ways to allow developers within the City Center to maximize their property for developing, including creative solutions to lowering retention requirements and the provision of public parking.</u> |
| LU/Strategy 6. | <u>Increase transit service to the City Center and Old Town areas.</u> |
| LU/Strategy 7. | <u>Develop an incentive program for developers to build unique housing products in Avondale.</u> |
| LU/Strategy 8. | <u>Actively market South Avondale as a place where rural living is championed and use zoning to ensure large lot development occurs in that area.</u> |
| LU/Strategy 9. | <u>Encourage the development of vacant infill through flexible development standards and/or incentives.</u> |
| LU/Strategy 10. | <u>Complete a feasibility study which contains an inventory of existing, vacant structures and their potential future uses.</u> |
| LU/Strategy 11. | <u>Ensure the CIP is programmed for future improvements to Western Avenue and surrounding local streets.</u> |
| LU/Strategy 12. | <u>Use Western Avenue as a venue for City-sponsored events to include a regularly occurring farmer's market and expansion of the Friday night Art Walks.</u> |
| LU/Strategy 13. | <u>Work with NFS to secure grants for home rehabilitation projects</u> |

- LU/Strategy 14. Define character elements for Old Town and utilize those identified elements in the preparation and adoption revised Design Guidelines for the Old Town area; Regularly review the document to ensure it is functioning as anticipated.
- LU/Strategy 15. Develop a long-term parking plan for Old Town which will accommodate peak demands but mitigate harmful effects on the pedestrian nature of the area.
- LU/Strategy 16. Maintain or increase the acreage of properties designated as office or business park from what was originally approved on the GP2030 Land Use Map.
- LU/Strategy 17. Maintain or increase the acreage of properties designated as low density residential or rural low density residential, particularly in the southern portions of the city.
- LU/Strategy 18. Develop an incentive program, which may include expedited reviews or reduced development fees, for developers willing to build low density subdivisions.
- LU/Strategy 19. Diligently enforce Zoning controls which require improved, usable open spaces in all developments.
- LU/Strategy 20. Compile a comprehensive list of potential amenities and map the locations of existing amenities so that new development provides amenities different from those already existing in proximity.
- LU/Strategy 21. Enforce Zoning Ordinance buffer setbacks in new build projects.
- LU/Strategy 22. Require the use of appropriate landscaping materials to block views into incompatible land uses from adjacent residential or commercial sites.
- LU/Strategy 23. Develop an Adaptive Reuse Program for large big box retail buildings.
- LU/Strategy 24. Within all subdivisions over 40 acres and all Planned Area Developments, require at least three different lot sizes, with no one lot size less than 20% or more than 40% of the total lots.
- LU/Strategy 25. Evaluate all annexations for the immediate and long term fiscal impacts on the City.
- LU/Strategy 26. Annex only areas which can contribute to the sustainability of Avondale.
- LU/Strategy 27. Ensure all new development pays for, and completes when possible, adjacent street infrastructure.
- LU/Strategy 28. Evaluate the City's Development Fees to ensure that they are adequately covering the cost of the impacts of new development on the water and sewer systems.
- LU/Strategy 29. Update the Single Family Residential Design Guidelines to keep pace with new housing markets.
- LU/Strategy 30. Perform annual updates to the City's Commercial and Industrial Zoning Districts to add new uses at the forefront of technology.
- LU/Strategy 31. Allow the form, shapes, and colors of the mountains and rivers to influence building design throughout the Estrella Foothills planning area.
- LU/Strategy 32. Provide for opportunities to easily access our natural amenities in all new developments in proximity to rivers and mountains.
- LU/Strategy 33. Develop a green building program which provides incentives, financial or otherwise, for building LEED certified buildings.

- LU/Strategy 34. Require archeological site assessments in areas of the City where historical sites are thought to exist.
- LU/Strategy 35. Consider providing incentives such as increased density for private development to provide open space beyond minimum requirements.
- LU/Strategy 36. Develop LEED or LEED-type sustainability standards for site development and building design.
- LU/Strategy 37. Master Plan mining sites for reuse.
- LU/Strategy 38. Develop acquisition plan for potential public open space
- LU/Strategy 39. Identify and plan future rail transit station area locations and identify higher density/mixed use sites develop zoning appropriate for transit oriented development (TOD).
- LU/Strategy 40. Cluster high densities in proximity to planned rail transit station areas.
- LU/Strategy 41. Actively pursue public/private partnerships or cost-sharing mechanisms to encourage TOD development.
- LU/Strategy 42. Continue active membership on regional and statewide rail transit committees/commissions.
- LU/Strategy 43. Require new development on parcels with a Mixed Use designation or TOD to apply New Urbanist principles.
- LU/Strategy 44. Require structured parking in place of surface parking lots for high intensity development.
- LU/Strategy 45. Work with tribal leadership to develop an ongoing relationship where our communities' decisions are mutually acceptable.
- LU/Strategy 46. Provide all zoning change information and General Plan change information to MAG in a timely manner.
- LU/Strategy 47. Ensure adequate school facilities are planned with new residential developments.
- LU/Strategy 48. When designing master planned communities, ensure that schools are amongst the first considerations rather than a good use for remnant land.
- LU/Strategy 49. Work with our colleges to identify current deficiencies and locations for expansion and develop list of potential higher education schools and market to come to Avondale.

Economic Vitality Theme

ECONOMIC DEVELOPMENT ELEMENT

- EV/ED Strategy 1. Target and recruit medical support services that could capitalize on Avondale's proximate location to nearby hospitals.
- EV/ED Strategy 2. Recruit higher education institutions to Avondale.
- EV/ED Strategy 3. Target racing support industries to include training, manufacturing, and headquarter operations.
- EV/ED Strategy 4. Establish a leadership role in the Greater Phoenix Economic Council (GPEC) and utilize their resources to showcase Avondale's vacant land for Business Park locates.
- EV/ED Strategy 5. Target companies for a business call program based on their economic development criteria.

- EV/ED Strategy 6. Expand relationships with economic development organizations to obtain qualified leads in the clusters of Advanced Business Services, High Tech Industries, Medical/Life Sciences, Youth and Amateur Sports, Tourism and Aerospace that match Avondale's targets.
- EV/ED Strategy 7. Participate in WESTMARC economic development subcommittee, and the FTZ Authority.
- EV/ED Strategy 8. Partner with the Arizona Small Business Development Center to develop and grow efforts to assist home-based and small business.
- EV/ED Strategy 9. Work with property owners to clear abandoned buildings and assemble land for employment redevelopment.
- EV/ED Strategy 10. Recruit businesses in the aeronautical industry that need proximity to the Goodyear/Phoenix Airport.
- EV/ED Strategy 11. Enhance the City's business-related informational materials.
- EV/ED Strategy 12. Create a database of local businesses as a resource for internal purchasing options.
- EV/ED Strategy 13. Conduct focus groups with business representatives from key industry clusters and encourage local educators to develop programs to meet the industry needs.
- EV/ED Strategy 14. Partner with the Southwest Valley Chamber of Commerce and EMCC to participate in business retention programs geared toward small/local businesses.
- EV/ED Strategy 15. Actively pursue and seek to locate private schools at all levels.
- EV/ED Strategy 16. Participate with Southwest Valley economic and workforce development partners to conduct a job fair.
- EV/ED Strategy 17. Create opportunities for educators to work directly with new technologies and processes.
- EV/ED Strategy 18. Implement workforce development in the Multimedia Production industry.
- EV/ED Strategy 19. Conduct meetings and visits with local businesses and document that input to address substantive issues.
- EV/ED Strategy 20. Sponsor community events, as appropriate, that will benefit local businesses throughout the City.
- EV/ED Strategy 21. Identify needed employee skills of existing and prospective businesses and work with appropriate educational institutions to develop a workforce development program to meet current and future needs.
- EV/ED Strategy 22. Integrate the workforce development and education systems into the economic development process.
- EV/ED Strategy 23. Promote the quality of life elements of the General Plan to potential businesses considering relocating to the City.
- EV/ED Strategy 24. Contact the Partners for Livable Communities to obtain information about their program, their selection criteria and submittal requirements.
- EV/ED Strategy 25. Utilize the presence of the aesthetic beauty in Avondale and the presence of motorsports, in order to shape the perception and marketing of Avondale as a community.

- EV/ED Strategy 26. Initiate a branding effort that involves the community and stakeholders and develop key messages about Avondale's assets, strategic vision and opportunities.
- EV/ED Strategy 27. Market Avondale as a tourism destination and invest in parks, recreation, trails, open space and river amenities that serve residents and businesses.
- EV/ED Strategy 28. Work in cooperation with the appropriate organizations on regional matters related to economic development, light rail, transportation, and growth management.
- EV/ED Strategy 29. Utilize existing and develop new partnerships to encourage a variety of amateur and other types of sporting events.
- EV/ED Strategy 30. Improve the pedestrian experience within Old Town Avondale and invest in landscape improvements on the border streets with our adjacent city.
- EV/ED Strategy 31. Evaluate building codes for barriers to rehabilitation and reuse.
- EV/ED Strategy 32. Continue to fund the façade improvement program for Old Town.

GROWTH AREA ELEMENT

- EV/GA Strategy 1. Support efforts to locate and develop Business Park and industrial land in designated growth areas and aggressively market the land for higher intensity employment uses.
- EV/GA Strategy 2. Focus on job growth in the primary employment corridors in the City such as I-10, 99th Avenue, Phoenix/Goodyear Airport, Avondale Blvd, and Van Buren.
- EV/GA Strategy 3. Identify business expansion opportunities.
- EV/GA Strategy 4. Update the Economic Development Strategic Plan on a regular basis.
- EV/GA Strategy 5. Monitor and evaluate the location and amount of retail oriented land use designation to adequately support existing and future population growth and tourism within the City.
- EV/GA Strategy 6. Monitor retail sales tax generation to ensure that retail trade captured is maximized.
- EV/GA Strategy 7. Provide recommendations to ensure the zoning ordinance responds to the current market and remains up to date.
- EV/GA Strategy 8. Put special teams in place to fast track projects when needed.
- EV/GA Strategy 9. Utilize the foreign trade zone opportunities with existing property owners.
- EV/GA Strategy 10. Designate specific Transit Oriented Development (TOD) sites and establish light rail and commuter rail future station locations.
- EV/GA Strategy 11. Establish a commuter rail advocacy group which includes other cities along the rail corridor, and identify TOD sites along Main Street and Buckeye Road/MC85.
- EV/GA Strategy 12. Develop partnership/relationship with Union Pacific.
- EV/GA Strategy 13. Update the Old Town Design Guidelines and ensure future expansion of the district does not impact the existing residential neighborhoods.
- EV/GA Strategy 14. Pursue national and international business location/expansions that utilize West Coast ports.
- EV/GA Strategy 15. Develop new strategies for revitalization utilizing City owned properties.

COST OF DEVELOPMENT ELEMENT

- EV/CD Strategy 1. Continue to update the City's Capital Improvement Program annually.
- EV/CD Strategy 2. Dedicate City resources and personnel to long-term infrastructure planning efforts.
- EV/CD Strategy 3. Consider cost recovery for City services.
- EV/CD Strategy 4. Maximize the use of grants and subsidies to pay for capital projects and services.
- EV/CD Strategy 5. Support sales tax bonds to pay for capital improvements.
- EV/CD Strategy 6. Provide reports on City service improvements to the City Manager annually.
- EV/CD Strategy 7. Encourage dedication of open space, parks, park sites, and cultural facilities in conjunction with development.
- EV/CD Strategy 8. Size infrastructure to enable redevelopment in certain areas or for future development needs.
- EV/CD Strategy 9. Create an Adaptive Reuse Program for existing buildings throughout the City.
- EV/CD Strategy 10. Continue public investments in Old Town, Western Avenue and Central Avenue.
- EV/CD Strategy 11. Protect future commercial sales tax generating locations from encroachment by residential uses.
- EV/CD Strategy 12. Continue to support and expand the "Shop Avondale" Program.
- EV/CD Strategy 13. Continue to recover, through fees, the costs of fire, police, roads, parks, and other municipal services and facilities associated with new development.

Sustainable Development Theme **ENERGY ELEMENT**

- SD-E/Strategy 1. Create a review system that rewards developments that incorporate more sustainable energy efficient features. (Examples: impact fee reduction for low water & sewer usage, reduced building permits, increased land use densities, reduced landscaping requirements for low/zero water usage, etc.)
- SD-E/Strategy 2. Explore the possibility of gray water recovery/storage onsite for residential and commercial uses, for example landscape irrigation.
- SD-E/Strategy 3. Explore regulations to reduce semi-trucks idling overnight or for long periods by requiring that refrigerated freight be cooled from electric provided from the main power grid or renewable energy sources (e.g. solar).
- SD-E/Strategy 4. Work with neighboring communities to achieve universal adoption of the Dark Skies regulations in order to achieve energy use reduction, to protect astronomical observation quality of the night time skies, and to prevent Avondale being placed at a competitive disadvantage.

- SD-E/Strategy 5. Reduce water and sewer impact fees for new developments designed and built to meet a specified level of water and sewer efficiency.
- SD-E/Strategy 6. Ensure that the City is capable of reviewing development plans submitted under the various sustainable development programs.
- SD-E/Strategy 7. Bi-annually study the feasibility of private residential scale energy production to ensure that the latest technology is taken into consideration, and to ensure that regulations are adequate and responsible..
- SD-E/Strategy 8. Replace all City traffic signal incandescent lights with energy efficient lights.
- SD-E/Strategy 9. Replace City street lights with energy efficient lights.
- SD-E/Strategy 10. Replace City vehicles with hybrid or electric vehicles when feasible.
- SD-E/Strategy 11. Issue an annual report detailing the City's water, sewer, and electric use as compared to prior years and to an estimate of consumption without conservation efforts.
- SD-E/Strategy 12. Promote water saving programs offered by the City of Avondale Water Resources, such as low-flow showerheads and high efficiency clothes washer rebates.
- SD-E/Strategy 13. Promote and expand the City's recycling program to potentially include participation by multi-family residential and retail businesses.
- SD-E/Strategy 14. Partner with the Pilot Truck Stop at 99th Avenue & I-10 to reduce truck idling and the use of solar power to cool truck freight.
- SD-E/Strategy 15. Install bike racks at City Hall (and other City facilities where feasible).

ENVIRONMENTAL PRESERVATION AND SUSTAINABILITY ELEMENT

- SD-EP/Strategy 1. Require construction methods, such as envelopes, minimal grading, and retention of natural vegetation, to minimize the impact of development on riparian areas.
- SD-EP/Strategy 2. When possible and practical, encourage the use of nonstructural flood control techniques to protect the health and safety of the public and conserve natural open spaces.
- SD-EP/Strategy 3. Implement a program to monitor industries and other sources of contaminants for potential negative impacts to the environment.
- SD-EP/Strategy 4. Identify and courage the cleanup of leaking tank and underground storage tank sites adjacent to drainage retention basins and channels.
- SD-EP/Strategy 5. Ensure that new tanks are installed with adequate protection to eliminate leakage.
- SD-EP/Strategy 6. Monitor existing dry wells throughout the City to ensure compliance with City regulations.
- SD-EP/Strategy 7. Prohibit activity that would erode the Agua Fria, Salt, and Gila River floodplains, or the wetlands associated with them.
- SD-EP/Strategy 8. Continue implementing a household hazardous waste drop-off day.
- SD-EP/Strategy 9. Continue "Green Fridays" business hours of Monday through Thursday, 7 a.m. to 6 p.m. for non-life/safety City services.

- SD-EP/Strategy 10. Require all newly developed or redeveloped parking areas and driveways to have a surface that maximizes dust control and provides, when possible and practical, water recharge to the aquifer.
- SD-EP/Strategy 11. Expand public transportation through short-range transit improvements.
- SD-EP/Strategy 12. Require all new fireplaces to meet regional air quality standards.
- SD-EP/Strategy 13. Create a strategic plan to stabilize the surface of public alleys for dust control.
- SD-EP/Strategy 14. Dedicate funding for future implementation of a light rail system.
- SD-EP/Strategy 15. Expand the types of recyclable materials that the City recycling program accepts.
- SD-EP/Strategy 16. Educate the public on the benefits of recycling.
- SD-EP/Strategy 17. Explore ways to divert green waste, such as tree branches, leaves, and grass clippings, from landfills by turning it into mulch that is then used to fertilize City parks.
- SD-EP/Strategy 18. Place recycling bins in City parks. This will encourage recycling by parks users and also by residents and businesses throughout the City who may not have recycling conveniently available to them at their location.
- SD-EP/Strategy 19. Continue the water saving programs offered by the City of Avondale Water Resources Department, such as providing low-flow showerheads, offering rebates for low flow toilets, turf conversions and smart controllers in residential and non-residential areas, providing school and adult education programs, offering water conservation home audits, and providing free printed materials.
- SD-EP/Strategy 20. Educate local industries and waste disposal operators on the proper procedures for transportation and disposal of hazardous waste.
- SD-EP/Strategy 21. Restrict the removal of gravel and other natural resources from watersheds and flood-prone areas for commercial purposes.
- SD-EP/Strategy 22. Encourage mining operations to mitigate for environmental degradation due to their operations.
- SD-EP/Strategy 23. Limit grading practices that contribute to flooding and erosion.
- SD-EP/Strategy 24. Encourage mining operations to establish a mitigation plan prior to mining permit approval.
- SD-EP/Strategy 25. Prepare and adopt an environmentally sensitive land ordinance related to appropriate development within significant landform, steep slope, and important vegetative areas of the planning area.
- SD-EP/Strategy 26. Prevent development that would disturb or negatively impact sensitive natural features, such as wetlands, riparian areas, sensitive plant and animal sites, and migration corridors.
- SD-EP/Strategy 27. Adopt and implement a native plant ordinance relative to the protection, enhancement, and relocation of indigenous species within the planning area.
- SD-EP/Strategy 28. Require new development to inform the Arizona Game and Fish Department regarding the effects of urbanization on special status flora and fauna species and threatened and/or endangered species.

Neighborhoods Theme

HOUSING ELEMENT

- NE-H/Strategy 1. Monitor Fair Housing practices to ensure that affordable and accessible housing is available in all areas of the City.
- NE-H/Strategy 2. Communicate with local businesses to identify housing needs for employees.
- NE-H/Strategy 3. Provide Senior Housing Units.
- NE-H/Strategy 4. Attract developers to build large lot executive subdivisions in the Estrella Foothills area, south of Lower Buckeye Road.
- NE-H/Strategy 5. Entice the development of condominiums, townhomes, and high-rise loft apartments by marketing City Center, as an exciting urban enclave geared towards young professionals.
- NE-H/Strategy 6. Consider developing an incentive program for developers that build innovative residential product types and designs of varying densities.
- NE-H/Strategy 7. Develop an ordinance to establish dormitory standards and allow the use in all zoning districts which permit colleges, universities, and trade schools.
- NE-H/Strategy 8. Utilize Old Town as well as future commuter rail and light rail corridors for integrated mixed use development.
- NE-H/Strategy 9. Champion the completion of unfinished and/or under-occupied medium density residential subdivisions before encouraging development of additional medium density residential subdivisions.
- NE-H/Strategy 10. Enforce City Building Codes.
- NE-H/Strategy 11. Develop a Green Building program to incentivize development of energy efficient residential communities.
- NE-H/Strategy 12. Mandate adherence to the basic principles of CPTED.
- NE-H/Strategy 13. Integrate an equestrian trail network into the City's Parks Master Plan to connect rural residential subdivisions and natural landmarks in the southern portion of the City.
- NE-H/Strategy 14. Require detailed open space plans for all new platted subdivisions and ensure that all open spaces are designed to be programmed with a specific purpose in mind.
- NE-H/Strategy 15. Make pedestrian access to existing and planned bus, light rail, and commuter rail routes a priority in residential design.
- NE-H/Strategy 16. Encourage subdivision designs that foster community by eliminating party walls and, in some cases, perimeter walls.
- NE-H/Strategy 17. Use the Design Manuals as a tool to show Avondale's support for unique and creative design rather than to hinder creativity, and update regularly to stay current with market and sustainable design changes.
- NE-H/Strategy 18. Sponsor educational programs designed to assist first time home buyers and programs that will provide existing home owners to improve their properties, including classes on energy efficiency and proper home maintenance.

- NE-H/Strategy 19. Continue community marketing efforts to promote the advantages of living in Avondale to realtors, lenders, developers, builders, and prospective residents.
- NE-H/Strategy 20. Discourage square foot lot sizes less than 7000 square feet, and encourage higher density condominiums, townhomes, or other cluster development products.

NEIGHBORHOOD PRESERVATION ELEMENT

- NE-NP/Strategy 1. Establish relationships with our residents to understand which aspects of their neighborhoods are positive and which are negative.
- NE-NP/Strategy 2. Design and construct improved pedestrian and bicycle connections at physical barriers, especially I-10, Buckeye Road, and the Agua Fria River.
- NE-NP/Strategy 3. Continue the GAIN program.
- NE-NP/Strategy 4. Build community and provide residents from all over the City to get to know one another by hosting City sponsored events, such as Resident Appreciation Night and art walks.
- NE-NP/Strategy 5. Continue to support and increase the number of Block Watch organizations.
- NE-NP/Strategy 6. Offer recognition and awards to homeowners, neighborhood associations, or individuals for superior home maintenance or exceptional neighborhood projects.
- NE-NP/Strategy 7. Continue the City's partnership with Care First.
- NE-NP/Strategy 8. Develop an "Adopt-a-Corner" program in Old Town.
- NE-NP/Strategy 9. Explore the creation of a City program to improve private common open spaces by installing or repairing new amenities.
- NE-NP/Strategy 10. Continue programs which assist in the rehabilitation of substandard housing and demolition of condemned housing, and explore the expansion of those programs.
- NE-NP/Strategy 11. Encourage the use of federal, state, local, and other financial resources that will assist in promoting affordable housing and opportunities for the rehabilitation of the existing housing supply.
- NE-NP/Strategy 12. Work with faith based organizations and other non-profit groups to improve the aesthetics and quality of life in surrounding neighborhoods.
- NE-NP/Strategy 13. Establish Community Reinvestment Areas (CRAs) and use community based planning to establish the redevelopment goals for those CRAs.
- NE-NP/Strategy 14. Consider City land acquisition and development as an option to further identified revitalization goals.
- NE-NP/Strategy 15. Develop a Historic Preservation and Adaptive Reuse Ordinance to prohibit demolition or significant exterior alternation of significant structures.
- NE-NP/Strategy 16. Develop a signage and way-finding program unique from neighboring cities and create gateways at appropriate locations.
- NE-NP/Strategy 17. Consider implementing a green belt trail system through abandoned or unused alleyways.

- NE-NP/Strategy 18. Require the design of new commercial development to welcome surrounding neighborhoods rather than turning its back to those communities.
- NE-NP/Strategy 19. Consider implementing a community garden program to enhance the appearance of vacant lots.
- NE-NP/Strategy 20. Provide flexibility in development standards to encourage development, redevelopment, or renovations of residences in the City's Revitalization Area.
- NE-NP/Strategy 21. Mandate adherence to the basic principles of CPTED with a particular emphasis on ensuring buildings are designed to provide natural surveillance onto public streets.
- NE-NP/Strategy 22. Expand the Western Avenue streetscape project beyond its current end points.
- NE-NP/Strategy 23. Enforce property maintenance codes and educate property owners in violation on what is required for compliance.
- NE-NP/Strategy 24. Review CC&Rs and plat notes to ensure that the proper maintenance of common areas in subdivisions is the responsibility of an HOA.
- NE-NP/Strategy 25. Maintain the City's parks so they are beautiful places that improve the image of surrounding neighborhoods.
- NE-NP/Strategy 26. Repair damaged streets and sidewalks, giving the highest priority to those located near schools.
- NE-NP/Strategy 27. Implement measures intended to encourage the safe use of bicycles as an alternative to motorized transportation in and around our neighborhoods.
- NE-NP/Strategy 28. Implement traffic calming measures in conjunction with community-based efforts to improve the quality of life in Avondale's neighborhoods.
- NE-NP/Strategy 29. Study potential Zoning Ordinance changes that would allow for small, neighborhood grocers within residential areas.
- NE-NP/Strategy 30. Educate residents on technologies which could reduce home energy consumption or produce energy at their dwelling.
- NE-NP/Strategy 31. Provide technical assistance classes in home repair and landscaping.

Open Space Theme

OPEN SPACE AND RECREATIONAL AMMENITIES ELEMENTS

- OS/Strategy 1. Complete a City wide trails plan to provide for the development of water and park amenities, equestrian opportunities, levee construction, and bank stabilization.
- OS/Strategy 2. Create an Environmentally Sensitive Lands Ordinance to ensure hillsides and ridgelines are conserved and other significant land forms or important vegetative areas within the planning boundary.
- OS/Strategy 3. Develop and adopt a natural resource preservation plan that identifies and designates unique natural, xero-riparian and riparian areas within the City and recommends preservation strategies for them.

- OS/Strategy 4. Require all development to identify the impacts of the development on natural resources such as riparian and xero-riparian areas, slopes or unique natural areas and provide a plan to mitigate the identified impacts.
- OS/Strategy 5. Require pedestrian and bicycle circulation systems within all new developments to connect to public access trails.
- OS/Strategy 6. Implement trails and open space amenities within the Estrella Foothills Area Plan.
- OS/Strategy 7. Coordinate with federal, state, other entities, and private landholders to provide public access trails to recreation resources.
- OS/Strategy 8. Provide shared use non-motorized trail opportunities for persons with disabilities where feasible and practical.
- OS/Strategy 9. Incorporate the Tres Rios Greenway Linear Park into the City's trail system and find funding to continue development along the Gila River.
- OS/Strategy 10. Complete the McDowell Road non-motorized underpass along the Agua Fria.
- OS/Strategy 11. Promote recreation opportunities associated with the Agua Fria, Gila and Salt Rivers, and Estrella Mountains on the City's web page.
- OS/Strategy 12. Work with the Arizona Trails Commission to promote trail-based recreation opportunities in Avondale.
- OS/Strategy 13. Implement the Tree City USA Program and incorporate signage throughout the City.
- OS/Strategy 14. Develop a comprehensive sign package, visible from I-10 and other major transportation corridors, that directs residents and visitors to trails and recreation opportunities associated with the rivers and Estrella Mountains.
- OS/Strategy 15. Prevent development that would disturb or negatively impact sensitive natural features, such as wetlands, riparian areas, sensitive plant and animal sites, and migration corridors.
- OS/Strategy 16. Adopt a native plant ordinance relative to the protection, enhancement, and relocation of indigenous species within the Estrella Foothills planning area.
- OS/Strategy 17. Participate in the implementation of the West Valley Rivers Non-Motorized Transportation Corridor Plan, the Agua Fria Watercourse Master Plan, the Maricopa County Trails Master Plan, and other regional projects designed to protect and conserve the Agua Fria, Salt, and Gila Rivers as an open space resource.
- OS/Strategy 18. Promote Avondale as a gateway to regional outdoor attractions, such as the Estrella Mountains, Agua Fria, Salt, and Gila Rivers, and Phoenix International Raceway.
- OS/Strategy 19. Seek funding opportunities for Monument Hill trail construction.
- OS/Strategy 20. Seek public partnerships and agreements for shared open space with schools.
- OS/Strategy 21. Identify locations to infill open space into densely populated or highly built areas.
- OS/Strategy 22. Identify gaps or areas of the community, which may not have access to open space.

- OS/Strategy 23. Identify locations with significant historic and archeological resources for preservation.
- OS/Strategy 24. Include art elements into the development of open space facilities and work with the Avondale Municipal Arts Commission to share in the funding of these projects.
- OS/Strategy 25. Restore inappropriately developed open space areas.
- OS/Strategy 26. Identify urban plazas to be considered open space.
- OS/Strategy 27. Identify and secure funding sources to implement a Parks Rehabilitation and Upgrade Program.
- OS/Strategy 28. Campaign to promote Avondale parks and the City's park system as a whole.
- OS/Strategy 29. Identify a site for a public/private Botanical Garden that promotes plant species identification and education of desert materials; partner with schools and integrate into their educational programs.
- OS/Strategy 30. Prepare a visual study that identifies key scenic corridors in the Estrella Foothills Specific Plan area and develop measures to preserve these assets as development occurs.
- OS/Strategy 31. Update Parks and Recreation Master Plan on a regular basis.
- OS/Strategy 32. Construct all trails to work cohesively with all Transit Oriented Development and higher density mixed use projects.

Community Facilities Theme

BUILDINGS, FACILITIES, AND SERVICES ELEMENT

- CF/BFS Strategy 1. Continue to require new development to provide its fair share of required services and infrastructure in a timely manner.
- CF/BFS Strategy 2. Provide response times for police, fire and emergency services that meet the community's expectations as well as meets current national, state, and local standards.
- CF/BFS Strategy 3. Continue to seek sources of external grant funding to improve services.
- CF/BFS Strategy 4. Work with the Flood Control District of Maricopa County to conduct and implement Area Drainage Master Plans, Watercourse Master Plans and other stormwater management techniques.
- CF/BFS Strategy 5. Ensure that the library system continues its role as a major cultural resource for the community.
- CF/BFS Strategy 6. Develop and support a capital campaign to build an Arts and Heritage Center in Avondale.
- CF/BFS Strategy 7. Continue to promote the expansion and enhancement of Estrella Mountain Community College as well as other higher educational facilities.
- CF/BFS Strategy 8. Continue to Work with school districts to reserve locations for new schools and expand existing facilities.
- CF/BFS Strategy 9. Conduct a community-wide survey of Avondale residents to determine what type of community facilities are lacking in Avondale and where and when they should be planned for and built.

- CF/BFS Strategy 10. Designate where new community facilities will be needed and incorporate into the CFMP.
- CF/BFS Strategy 11. Locate a new teen center within the City.
- CF/BFS Strategy 12. Pursue a transit center in City Center.
- CF/BFS Strategy 13. Develop a long term program to upgrade public facilities such as curb, sidewalk, street lights, landscaping, and City owned buildings, particularly in Old Town, and include funding sources for facility upgrades from both public and private sources or adopt a Community Facilities Master Plan (CFMP) and establish funding sources for facility upgrades from both public and private sources.
- CF/BFS Strategy 14. Create an inventory of deficiencies and develop programs to budget for and install missing infrastructure.
- CF/BFS Strategy 15. Evaluate the need for a City Center Infrastructure Master Plan that includes all roadways, utilities, signage, and site amenities.
- CF/BFS Strategy 16. Design new community facilities using sustainability principles and practices.
- CF/BFS Strategy 17. Incorporate sustainability principles and practices into the renovation of community facilities.
- CF/BFS Strategy 18. Support the establishment of community-oriented programs which are focused on more complete use of school facilities.
- CF/BFS Strategy 19. Support social service programs which tend to reduce dependency upon the City and which encourage individuals and families to be self-sustaining.

SAFETY ELEMENT

- CF/SF Strategy 1. Update the Emergency Response Plan annually.
- CF/SF Strategy 2. Continue to work with applicable agencies to protect the public from hazardous materials and waste.
- CF/SF Strategy 3. Provide on-going safety training for all staff members and ensure that contractors use safe practices when working at City facilities and buildings.
- CF/SF Strategy 4. Continue to review site and development plans for issues involving public safety and emergency hazards.
- CF/SF Strategy 5. Continue to work with United States Geographic Service (USGS), Federal Emergency Management Agency (FEMA), and other agencies in order to identify areas of concern.
- CF/SF Strategy 6. Provide highly trained personnel to ensure effective suppression of fires, and safety for firefighters.
- CF/SF Strategy 7. Support strategies to attract and retain quality Community Emergency Response Team (CERT) members.
- CF/SF Strategy 8. Study alternative ways to effectively supplement volunteer rescue and fire departments.
- CF/SF Strategy 9. Maintain existing programs and establish new ones that respond to community concerns of crime, graffiti, and traffic.

- CF/SF Strategy 10. Build relationships with all segments of the legal and law enforcement community in Avondale to address and enhance enforcement efforts at decreasing crime.
- CF/SF Strategy 11. Share common concerns with other agencies and principals regarding law enforcement.
- CF/SF Strategy 12. Work with appropriate public agencies to inform consumers about household use and disposal of hazardous materials.
- CF/SF Strategy 13. Seek Sheriff's Department input concerning current and anticipated space needs.
- CF/SF Strategy 14. Continue to regulate, through land use, zoning, engineering requirements, and other restrictions, all uses and development in areas subject to potential flooding and require new development to comply with all regulatory flood control criteria.
- CF/SF Strategy 15. Design parks and other publically used open spaces to facilitate surveillance by adjoining residents, security services, and police.
- CF/SF Strategy 16. Continue to work with other city departments to review public and private development plans, ensuring that crime prevention is addressed.
- CF/SF Strategy 17. Continue to pursue and promote fire prevention programs and standards.

WATER RESOURCES ELEMENT

- CF/WR Strategy 1. Review and update the Water Resources Master Plan and Water Infrastructure Master Plan on a regular basis and include these updates as part of the budget process.
- CF/WR Strategy 2. Continue to expand and develop water reclamation facilities as needed to adequately treat wastewater to desired end use quality levels.
- CF/WR Strategy 3. Investigate the need for and potential to increase the capacity of Avondale's recharge facility to maximize reuse of reclaimed water and to optimize flexibility for directly receiving additional amounts of surface water.
- CF/WR Strategy 4. If and when the opportunity arises, participate with the County and the Maricopa Association of Governments to establish goals for regional use of reclaimed water.
- CF/WR Strategy 5. Consider the practicality and cost effectiveness of requiring golf courses and large expanses of turfed areas to use reclaimed water or other sources of non-potable water for irrigation purposes.
- CF/WR Strategy 6. Continue to research the need for potential new water resources.
- CF/WR Strategy 7. Continue to meet or exceed the water quality requirements of the Federal Clean Water Act and all other regulatory requirements.
- CF/WR Strategy 8. Continue and enhance the City's water quality-monitoring program, including advanced planning in anticipation of new rules.
- CF/WR Strategy 9. Continue to implement policies to guide land use decisions that conserve water resources and implement additional polices as needed. (STACEY WILL DISCUSS THIS ITEM WITH TRACY TO CONFIRM EXISTING POLICIES)

- CF/WR Strategy 10. Continue to require a statement describing the impact to the natural ecological systems and groundwater supplies as a part of rezoning and 2012 Plan Amendment requests.
- CF/WR Strategy 11. Continue to research and implement, if warranted, new water projects to serve the multiple needs of the community and the natural ecological systems found within the Avondale area.
- CF/WR Strategy 12. Continue to provide Avondale Residents with programs, techniques, and education on how to conserve water.
- CF/WR Strategy 13. Continue to evaluate new development needs against water availability and wastewater treatment plant capacity and work to ensure that the City and developers to grow within the capacity of available water supplies.
- CF/WR Strategy 14. Monitor and regularly update City flood studies, modeling and associated land use, zoning, and other development regulations.
- CF/WR Strategy 15. Continue to pursue a regional approach to flood issues.
- CF/WR Strategy 16. Provide flood warning and forecasting information to community residents through mechanisms such as Channel 11, website, twitter, to reduce impacts to personal property.
- CF/WR Strategy 17. Where feasible, maintain natural stream courses and adjacent habitat and combine flood control, recreation, water quality, and open space functions. (CONFIRM WITH MARILYN)

Circulation Theme

TRANSPORTATION ELEMENT

- CR/TR Strategy 1. Regularly update the Avondale Transportation Plan to incorporate new specific area plans, General Plan updates, and regional planning documents and to provide tools for planning, prioritizing and budgeting of improvement projects.
- CR/TR Strategy 2. Implement transportation improvement projects consistent with the adopted street classification map.
- CR/TR Strategy 3. Create, adopt, and implement a comprehensive Transit Master Plan consistent with land uses which will support each transit mode as an integral part of the entire transportation system.
- CR/TR Strategy 4. Engage all appropriate staff to analyze, compile information, and create recommendations for all transit modes for well-rounded and comprehensive system for the most attractive solutions for regional consideration.
- CR/TR Strategy 5. Work with Valley Metro, Metro Rail, and other entities to expand local transit services.
- CR/TR Strategy 6. Regularly engage west valley agencies, MCDOT, ADOT, MAG, and RTPA to coordinate projects and establish partnerships to foster support for regionally significant projects consistent with the goals and policies of General Plan.

- CR/TR Strategy 7. Develop and support a comprehensive traffic engineering program to provide traffic safety programs for all modes of transportation for the general public as well as a compressive school traffic safety program.
- CR/TR Strategy 8. Continue to conduct traffic counts a minimum of every two years to analyze and establish traffic flow patterns, growth, and truck use for annual transportation planning efforts.
- CR/TR Strategy 9. Develop a heavy truck routing plan for the City to limit commercial, industrial and mining generated traffic to roadways designed to handle such traffic.
- CR/TR Strategy 10. Continue to participate in all levels regional planning to maintain Avondale's competitiveness in obtaining adequate funding to meet transportation needs.
- CR/TR Strategy 11. Implement a comprehensive program to include coordination with the police department, analysis of collision data, and field investigation to plan and prioritize safety improvement projects from the perspective of all roadway users.
- CR/TR Strategy 12. Upgrade the existing traffic signal communications system in coordination with the Traffic Operations Center (TOC) to provide communications between signal systems to one location by installation of a hybrid communications system, and eventual communications via a fiber optic backbone.
- CR/TR Strategy 13. Plan and provide for a means for traffic operations staff to instantaneously and remotely diagnose and correct system errors as well as implement special timing plans during emergency events.
- CR/TR Strategy 14. Perform yearly reviews of existing and proposed school locations and school pedestrian routes for safety.
- CR/TR Strategy 15. Periodically implement traffic signal timing coordination and optimization plans in coordination with MCDOT, ADOT, and adjacent local agencies.
- CR/TR Strategy 16. Encourage developers of residential areas to implement strategies with roadway design to discourage speeding and cut-through traffic.
- CR/TR Strategy 17. Continue to implement Avondale Engineering standards for design of driveways, size locations.
- CR/TR Strategy 18. Provide a reasonable level of service (LOS) on all arterial streets: LOS C during off peak periods and D during peak periods, where feasible.
- CR/TR Strategy 19. Require developers provide bus pullouts on all arterial roadways adjacent to development.
- CR/TR Strategy 20. Require new development project to mitigate off site and access route traffic impacts due to their development to the maximum extent feasible.
- CR/TR Strategy 21. Require new developments to fund to the installation of traffic signals at intersections which, based on individual study, are shown to satisfy traffic signal warrants.
- CR/TR Strategy 22. Review traffic signal timing and phasing at railroad grade crossings to ensure safe clearance times during train movements.
- CR/TR Strategy 23. Conduct a comprehensive signaling study to determine the best location for traffic signals, and possible locations where modern roundabouts would be a desirable alternative. In absence of this study and when

- possible, locate traffic signals at a minimum of half mile intervals and other strategic locations to enhance the efficient movement of people, goods, services, and information.
- CR/TR Strategy 24. Design and implement a public education program to promote ride-sharing (including carpooling, van pooling, and transit).
- CR/TR Strategy 25. Provide bike racks near employee entrances to encourage employees to ride their bikes to work.
- CR/TR Strategy 26. Encourage businesses to implement telecommuting, flexible work schedules, and teleconferencing programs.
- CR/TR Strategy 27. Investigate feasibility of accommodating additional modes of transportation improvement projects where appropriate.
- CR/TR Strategy 28. Create, adopt, and implement a comprehensive Trails Master Plan (TMP) and establish funding sources for facility upgrades from both public and private sources.
- CR/TR Strategy 29. Develop standards for the accommodation of neighborhood electric vehicles on or adjacent to the trails system or other appropriate corridor for the manufacturers intended use of these types of vehicles.
- CR/TR Strategy 30. Require a pedestrian circulation plan be submitted as part of all re-zoning applications, demonstrating pedestrian connections through parking areas and to adjacent used and nearby schools, shopping and transit stops.
- CR/TR Strategy 31. Ensure residential developments implement complete pedestrian and bicycle facilities to ensure connectivity to existing or planned trails.
- CR/TR Strategy 32. Designate where new facilities will be needed and incorporate into the TMP.

BICYCLING ELEMENT

- CR/BK Strategy 1. Create a bikeway plan for Avondale and identify funding sources to implement the plan.
- CR/BK Strategy 2. Develop and maintain a connected system of bikeways designed to contribute to safe mobility, encourage community cycling, and support recreational bicycle use that considers connectivity between land uses, open space, and destinations for recreation.
- CR/BK Strategy 3. Provide sidewalks adequate to accommodate bicycle and pedestrian traffic as per ASHTO standards or on street bicycle lanes and sidewalks adequate to accommodate pedestrian traffic on all arterial streets and Road of Regional Significance.
- CR/BK Strategy 4. Make arterial and collector roadway cross sections consistent with the roadway design standards to include a bicycle travelway.
- CR/BK Strategy 5. Require new development to include bicycle storage, parking facilities, and shower facilities where appropriate.
- CR/BK Strategy 6. Continue to implement the Safe Route to School program.
- CR/BK Strategy 7. Implement a pavement marking program to include bicycle lanes when/where feasible.
- CR/BK Strategy 8. Integrate the bikeway plan with current and future adjoining municipality plans.

CR/BK Strategy 9. Pursue qualifying as a Bicycle Friendly Community through the League of American Bicyclists.

TRANSIT ORIENTED DEVELOPMENT ELEMENT

CR/TOD Strategy 1. Ensure that transit stops are safe, shaded, have adequate seating, and are clean in order to encourage transit use.

CR/TOD Strategy 2. Sites shall contain shaded pedestrian travelways from the nearest transit route to the entrance(s) of buildings on the site.

CR/TOD Strategy 3. In order to encourage and facilitate the use of transit, require that site design of transit oriented developments prominently feature onsite pedestrian circulation and amenities as well as pedestrian linkages to adjacent developments.

CR/TOD Strategy 4. Site design should favor density and compactness to reduce the distances the pedestrians are required to travel between buildings.

CR/TOD Strategy 5. Seek out successful transit oriented developments that are close analogs to the particular circumstances of Avondale's TOD areas, and seek to emulate them.

CR/TOD Strategy 6. Keep MAG informed with the latest development information to ensure ridership projections are accurate.

CR/TOD Strategy 7. Continue to be involved in regional efforts impacting the West Valley regarding expansion of rail lines and transit.

CR/TOD Strategy 8. Implement a transportation plan that includes identification of transit corridors and stops.

CR/TOD Strategy 9. Identify specific sites for bus transit routes, light rail, and commuter rail, and develop station area plans for those sites.

Quality of Life Theme **URBAN DESIGN ELEMENT**

QL/UD Strategy 1. Encourage unique and uniform roadway landscaping at key roadways, and where possible, median improvements to distinguish the City's boundaries.

QL/UD Strategy 2. Study ways to minimize the barrier impact of the I-10 by developing design approaches which unite north-south to the rest of the community.

QL/UD Strategy 3. Continue to develop a comprehensive gateway improvement program to select major gateways for improvements such as special landscaping, signage, visitor information centers, patterned pavement, monuments or artwork and unique private development standards.

QL/UD Strategy 4. Install new monument City identification signs in attractive surroundings and at a compatible scale with the roadway, preferably in medians, at major gateways into Avondale and developing a comprehensive sign program to identify major attractions within the City.

- QL/UD Strategy 5. Encourage distinctive buildings and site design at major gateways and significant nodes to include appropriate scale and location of buildings and create dynamic spaces at these locations.
- QL/UD Strategy 6. Encourage diversity and develop programs to emphasize the unique features or landmarks of special areas and neighborhoods.
- QL/UD Strategy 7. Update the City's Freeway Corridor and North Avondale Specific Plans.
- QL/UD Strategy 8. Strengthen Old Town as a visual and exciting part of the City, which encourages all residents to frequent.
- QL/UD Strategy 9. Design features that help people locate Old Town and emphasize the roadways and intersections leading there.
- QL/UD Strategy 10. Maintain existing programs and study new programs which promote the maintenance and quality of all neighborhoods including residential.
- QL/UD Strategy 11. Create uniform and cohesive landscape and architectural themes for key areas of the City, major thoroughfares, Transit Oriented Development locations, City gateways, and neighborhoods.
- QL/UD Strategy 12. Require attractively designed transit stops and stations that are adjacent to active uses and recognizable by the public, as well as include safe, attractive, accessible, lit, and convenient pedestrian connections.
- QL/UD Strategy 13. Develop a Street Tree Master Plan to include an inventory and assessment of existing trees, proposed species and spacing, appropriate implementation details, and maintenance requirements.
- QL/UD Strategy 14. Incorporate Tree City USA into community programs that emphasize the importance of the Urban Forest.
- QL/UD Strategy 15. Coordinate planning and design for landscape, lighting, signs, trash receptacles, transit stops, public art, and other amenities with all new development.
- QL/UD Strategy 16. Study new standards and technologies for sidewalk design and construction.
- QL/UD Strategy 17. Research ways to locate utility infrastructure that does not impede the visual quality of Avondale's streetscape.
- QL/UD Strategy 18. Continue to work with County and State agencies to choose appropriate colors, textures and landscaping for sound walls and visible barriers on existing and future freeways.
- QL/UD Strategy 19. Continue to periodically update the Landscape, Walls, and Fences Ordinance, Design Manuals, and other development documents that support a well-designed streetscape.

ARTS AND HERITAGE ELEMENT

- QL/AH Strategy 1. Continue to preserve buildings with unique local significance or architectural value.
- QL/AH Strategy 2. Protect local landmarks by minimizing adjacent development which hides or overwhelms their unique qualities.
- QL/AH Strategy 3. Use arts and heritage to strengthen the sense of identity of Avondale.
- QL/AH Strategy 4. Use public art to improve the design of public infrastructure projects and to enhance community gateways.

- QL/AH Strategy 5. Reinforce community pride and identity by encouraging artworks and cultural activities that celebrate the unique cultural, ethnic, historical, or other attributes of each unique neighborhood.
- QL/AH Strategy 6. Use public art and cultural amenities as a means to assist in the implementation of community-specific goals and policies.
- QL/AH Strategy 7. Create an inventory of locally significant heritage in Avondale and develop a comprehensive and cohesive preservation program to preserve these cultural assets.
- QL/AH Strategy 8. Study and identify the “culinary heritage” of Avondale, and connect it to Estrella Mountain Community College’s culinary curriculum.
- QL/AH Strategy 9. Use public art as community landmarks, encouraging public gathering and wayfinding.
- QL/AH Strategy 10. Encourage more community planning group involvement and oversight in the decision making process regarding public art and cultural amenities.
- QL/AH Strategy 11. Take advantage of opportunities to emphasize, through art, the cultural connections between Avondale and its many cultures, such as its American Indian and Hispanic influences.
- QL/AH Strategy 12. Use public art and cultural amenities to help commemorate local history and culturally significant places.
- QL/AH Strategy 13. Create a program of comprehensive preservation training and education to all City departments.
- QL/AH Strategy 14. Create a comprehensive survey of resources in the City to identify properties eligible for listing and designating as significant.
- QL/AH Strategy 15. Support neighborhood preservation activities in order to memorialize people, places, and events through an historic plaque program.
- QL/AH Strategy 16. Engage in a program to record oral histories and artifacts encourage public donation of memorabilia in order to develop a central archive for historically important assets.
- QL/AH Strategy 17. Support heritage-related tourism efforts; promotion of special events and festivals.
- QL/AH Strategy 18. Seek funding opportunities that would allow for encourage cultural preservation.
- QL/AH Strategy 19. Seek additional funding to support the renovation, enhancement, and maintenance of for Pioneer Cemetery.
- QL/AH Strategy 20. Develop a marketing program to spotlight Avondale’s heritage-based resources such as Pioneer Cemetery and Monument Hill.
- QL/AH Strategy 21. Support a community-involved art installation program.
- QL/AH Strategy 22. Continue Art Walk and other public events on Western.

PUBLIC PARTICIPATION ELEMENT

- QL/PP Strategy 1. Develop a GIS based web application which allows residents/business owners to see which planning applications in review are close to their properties and then access detailed information on those applications.
- QL/PP Strategy 2. Work with HOAs and neighborhood organizations to increase resident participation in planning matters.

- QL/PP Strategy 3. Specialize City list-servers to ensure that interested parties are only receiving email updates on items of interest to those persons.
- QL/PP Strategy 4. Promote Board & Commission membership opportunities at City events.
- QL/PP Strategy 5. Utilize facilities other than City Hall, such as police stations, fire stations, and schools, for public meetings when practical.
- QL/PP Strategy 6. Provide external links to information about regional planning processes on the City's website.
- QL/PP Strategy 7. Encourage Board members, Commission Members, and Council members to take an active role in regional, state, and federal planning initiatives.
- QL/PP Strategy 8. Work with the Cities of Goodyear, Tolleson, Phoenix, Glendale, and Buckeye to form a group of residents united for the greater southwest valley.
- QL/PP Strategy 9. Evaluate notification times to ensure that ample opportunity is provided for public comment and extend those times if necessary.
- QL/PP Strategy 10. Explore the possibility of uploading all land use applications to the City's website to allow citizens to follow and provide input on land use cases from the moment they are first submitted.

FENNEMORE CRAIG, P.C.

3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913
(602) 916-5000

Heidi Kimzey Short
Direct Phone: (602) 916-5494
Direct Fax: (602) 916-5694
hshort@fclaw.com

Law Offices

Phoenix (602) 916-5000
Tucson (520) 879-6800
Nogales (520) 281-3480
Las Vegas (702) 692-8000
Denver (303) 291-3200

April 8, 2011

VIA E-MAIL (TSTEVENS@AVONDALE.ORG)

Tracy Stevens
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Re: 2030 General Plan Amendment and Estrella Foothills Specific Plan

Dear Ms. Stevens:

I have been retained by the Lakin family to represent them in connection with land use planning and entitlements for the approximately 1,126 acre ranch commonly known as "The Ranch - Lakin Farms" located near the confluence of the Agua Fria and Gila Rivers. As you may recall, the subject property (the "Ranch" or the "Property") is currently situated outside the City of Avondale limits within Maricopa County, but the Ranch is within the planning area for the City and is specifically within the planning area for the Estrella Foothills Specific Plan ("Foothills Plan").

I am writing on behalf of the Lakin family to express their (and my) belief that the Foothills Plan presents a valuable opportunity to thoughtfully plan and invest in the future of this important area of the City. With this letter we request that you let us participate in the drafting process for this plan and respond to a few questions we have regarding the current draft of the plan:

- Please address why the Foothills Plan is currently scheduled to be considered and approved a few months ahead of the 2030 Avondale General Plan.
- The Foothills Plan describes a specific vision for a River Walk District, akin to a zoning district, but it does not provide the land owners with descriptive development requirements relevant to this specific vision. Would you provide specific proposed land use regulations, design criteria and implementation methodology for the River Walk District?

FENNEMORE CRAIG, P.C.

City of Avondale

April 8, 2011

Page 2

- The River Walk concept was drafted based on old data that assumes significant drainage channel capacity and use. The current information and data available for the drainage channel (as provided by the Maricopa County Flood Control District and attached to this letter) shows the channel will be significantly smaller than data showed at the time the Foothills Plan was drafted. The revised data provided by the Flood Control District further shows significantly less use of the drainage channel than that shown by data used to draft the Foothills Plan. Will staff revise the River Walk District to account for this new technical data?
- We note the River Walk District land area as shown on the Foothills Plan Land Use Map is significantly larger than the combined area for significant regional projects such as Kierland Commons, Scottsdale Fashion Square *and* Waterfront Scottsdale (please see attached map showing the scale of the proposed River Walk District). Our rough calculations show a 200 acre River Walk area with a density of 15 dwelling units to the acre would result in 3,000 units. To our knowledge, this land area and these densities are unprecedented in the Valley. Would the City consider a smaller River Walk District given the disparate size of the River Walk District relative to the aforementioned regional mixed-use projects?

Thank you in advance for addressing our questions and helping us understand the urgency associated with adopting the Foothills Plan ahead of the 2030 Avondale General Plan. We would like to be involved in the drafting process for this specific plan and would like to meet with you to discuss the Foothills Plan and the Ranch to find a plan that ensures a successful and impressive land use plan for the Ranch and the City.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

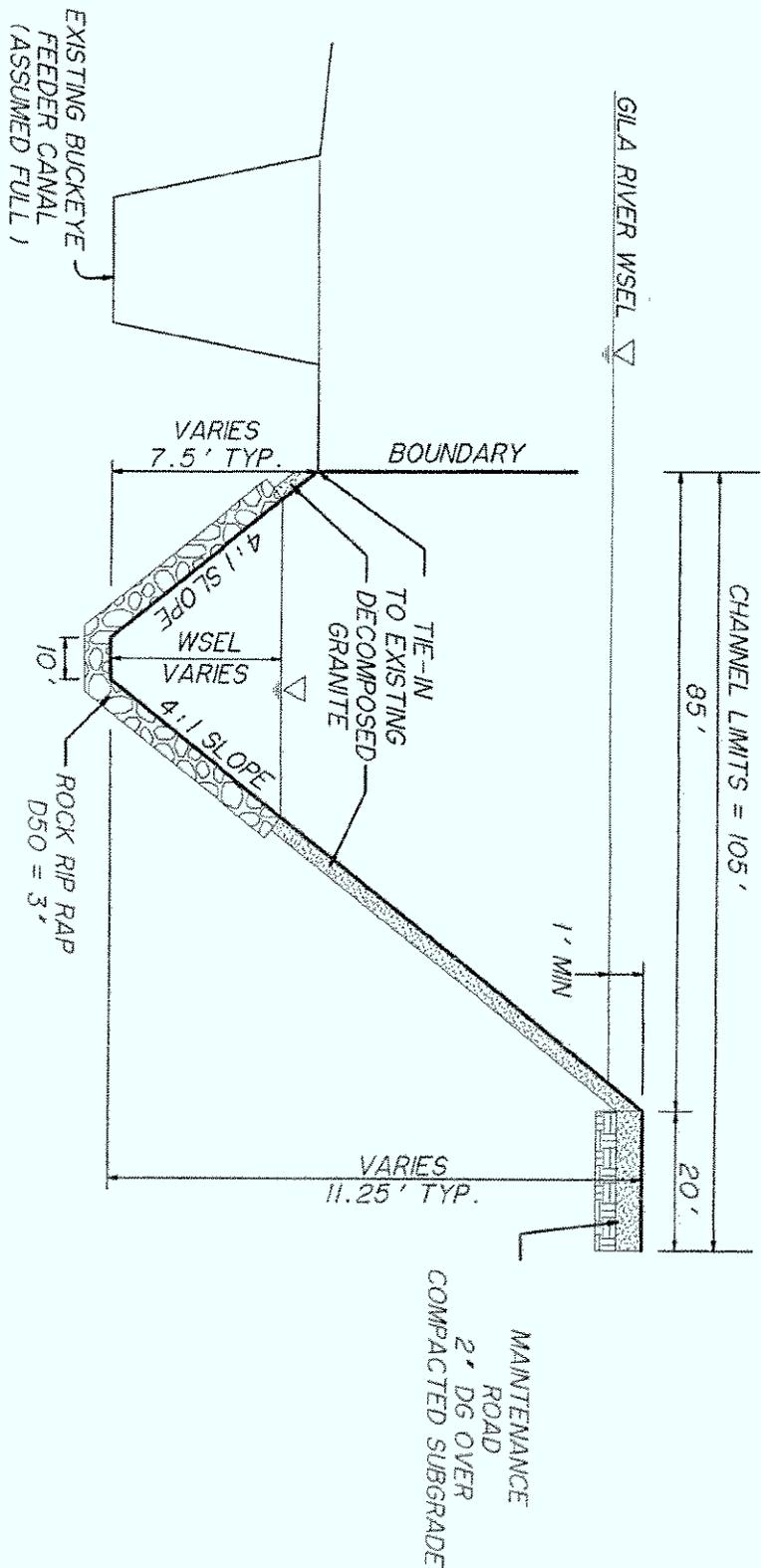
FENNEMORE CRAIG, P.C.



Heidi Kimzey Short

HKIM/jlb

cc: Andrew McGuire (via e-mail w/ encl.)
Sue McDermott (via e-mail w/encl.)
Stacey Bridge-Denzak (via e-mail w/ encl.)



PREPARED BY:
GOODWIN & MARSHALL
 CIVIL ENGINEERS - PLANNERS - SURVEYORS

6903 W. Bay Blvd # 15
 Chandler, Arizona 85226
 (480)344-5793

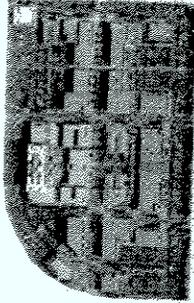
TYPICAL CROSS-SECTION A-A
 FOR
BASELINE DEVELOPED DRCC
AVONDALE, ARIZONA
 SEPTEMBER, 2010



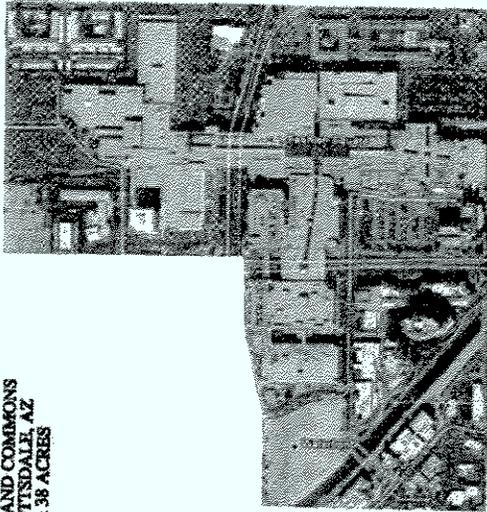
LAND USE SUMMARY

KIERLAND COMMONS	38 ACRES
FASHION SQUARE	70 ACRES
WATERFRONT	35 ACRES
RIVERWALK DISTRICT REMAINDER*	102 ACRES
TOTAL RIVERWALK DISTRICT	245 ACRES

* Note: The Times Marketplaces development is approximately 100 acres.

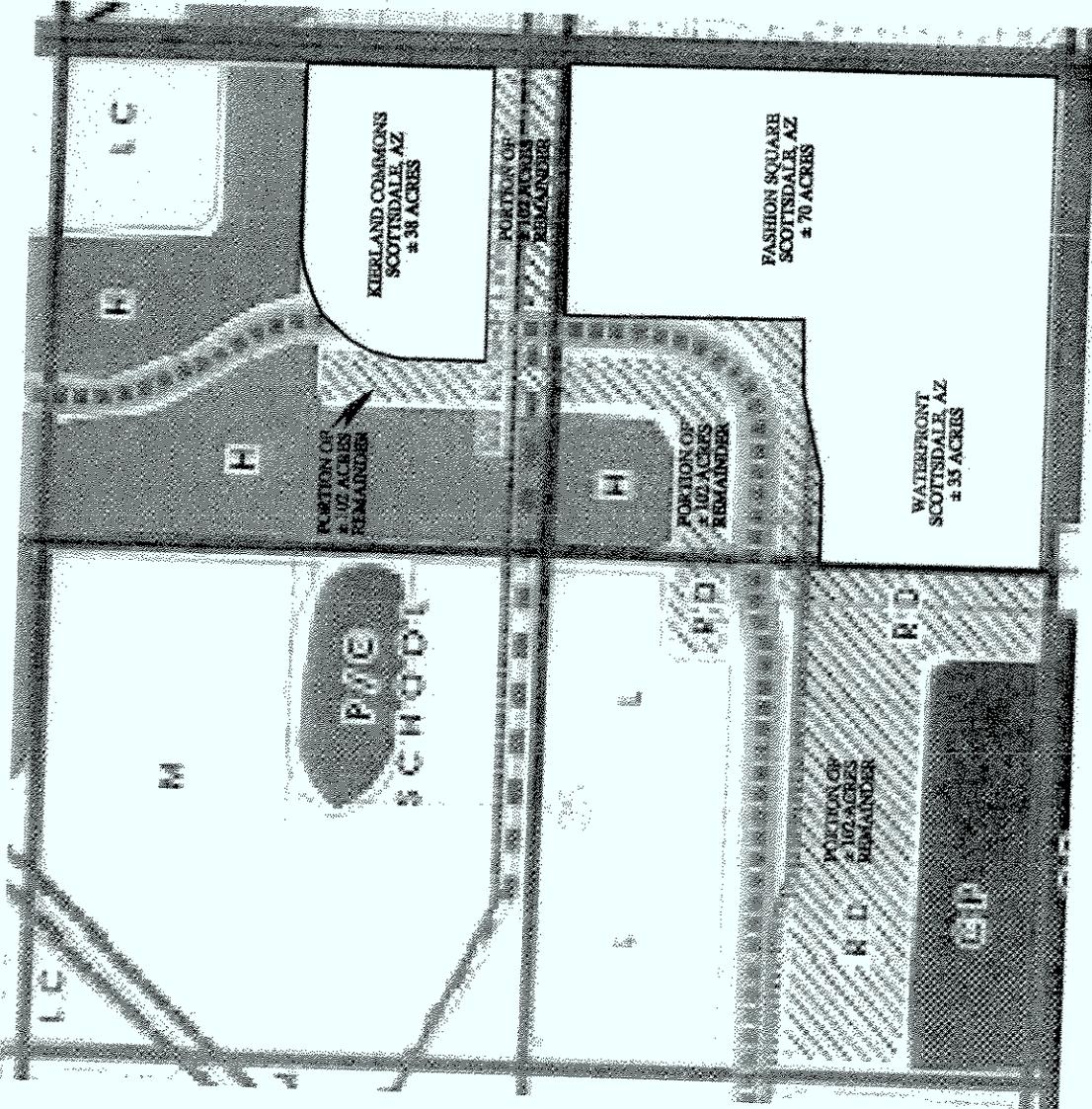


**KIERLAND COMMONS
SCOTTSDALE, AZ
± 38 ACRES**



**FASHION SQUARE
SCOTTSDALE, AZ
± 70 ACRES**

**WATERFRONT
SCOTTSDALE, AZ
± 35 ACRES**

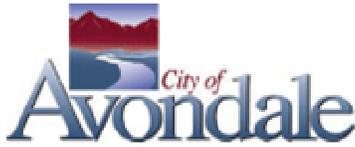


ENGINEER/PLANNER:

**GOODWIN
MARSHALL**

CIVIL ENGINEERS - PLANNERS - SURVEYORS
8020 W. New Mill #13, Chandler, AZ 85226
Phone: (602) 219-1288

RIVERWALK DISTRICT EXHIBIT
for
THE RANCH - LAKIN FARMS
MARICOPA COUNTY, ARIZONA
FEBRUARY, 2011



CITY COUNCIL AGENDA

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

REGULAR MEETING
May 16, 2011
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

Regular Meeting of May 2, 2011

b. LIQUOR LICENSE SERIES 12 (RESTAURANT) - COWGIRLS STEAKHOUSE AND SALOON

City Council will consider a request from Ms Amy Nations for a Series 12 Restaurant License to sell all spirituous liquors at Cowgirls Steakhouse and Saloon located at 1733 N Dysart Road in Avondale. The Council will take appropriate action.

c. LIQUOR LICENSE SERIES 6 (BAR) - ESTRELLA VISTA RECEPTION CENTER

City Council will consider a request from Ms Maria Del Carmen Gonzales for a Person Transfer and a Location Transfer of a Series 6 Bar License to sell all spirituous liquors at Estrella Vista Reception Center located at 1471 N Eliseo Felix Jr. Way in Avondale. The Council will take appropriate action.

d. APPOINTMENT OF JUDGES PRO TEMPORE

City Council will consider Staff's request to re-appoint seven judges pro tempore to one year terms expiring on June 1, 2012. The Council will take appropriate action.

e. SERVICE AND LICENSE AGREEMENT - ICON ENTERPRISES, INC. (DBA CIVICPLUS)

City Council will consider a request to approve a Service and License Agreement and an Addendum to the same with Icon Enterprises, Inc. (DBA CivicPlus) for support, maintenance and hosting services for the City's website in the amount of \$8,103.00 per year with the option to renew for three additional years with increases of not more than 5% per annum, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

f. PURCHASE AGREEMENT – BASIC CHEMICAL SOLUTIONS, LLC

City Council will consider a request to approve a Purchase Agreement with Basic Chemical Solutions, LLC for the bulk purchase of Sodium Bisulfite and Sodium Hydroxide for wastewater treatment in an amount not to exceed \$140,000 annually and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

g. PURCHASE AGREEMENT – F2 INDUSTRIES LLC

City Council will consider a request to approve a Purchase Agreement with F2 Industries LLC for the purchase of Granular Calcium Hypochlorite 100 pound drums in an amount not to exceed \$10,000 annually and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

h. PURCHASE AGREEMENT – HILL BROTHERS CHEMICAL COMPANY

City Council will consider a request to approve a Purchase Agreement with Hill Brothers Chemical Company for the purchase of bulk 12.5% liquid sodium hypochlorite for an amount not to exceed \$290,000 annually and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

i. PURCHASE AGREEMENT - POLYDYNE, INC

City Council will consider a request to approve a Purchase Agreement with Polydyne, Inc. for the purchase of polymer coagulant for an amount not to exceed \$115,000 annually and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

j. PURCHASE AGREEMENT - WEST COAST TURF INC.

City Council will consider a request to approve a piggyback agreement to the City of Scottsdale's Maintenance Services Contract with West Coast Turf for sports field maintenance in an amount not to exceed \$85,000 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

k. PURCHASE AGREEMENT - DESERT EDGE AUTO BODY LLC

City Council will consider a request to approve a Purchase Agreement with Desert Edge Auto Body LLC, for auto body repairs for an annual aggregate amount not to exceed \$49,000.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. PURCHASE AGREEMENT – INTERNATIONAL SURFACING SYSTEMS, INC.

City Council will consider a request to approve a purchase agreement with International Surfacing Systems, Inc. for a polymer modified asphalt rubber chip seal application on various City streets within Avondale in the amount of \$425,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. CONSTRUCTION CONTRACT AWARD - WEBER GROUP LLC - WELL 25 WELL SITE IMPROVEMENTS

City Council will consider a request to award a construction contract to Weber Group LLC for construction of Well 25 well site improvements in the amount of \$944,247 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. CONSTRUCTION CONTRACT AWARD - STANDARD CONSTRUCTION COMPANY, INC.FOR RILEY DRIVE IMPROVEMENT PROJECT

City Council will consider a request to approve a Construction Contract with Standard Construction Company, Inc. to provide construction services for the Riley Drive Improvement Project in the amount of \$286,075.28 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. RESOLUTION 2970-511 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT FUNDING

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Funding to pass through grant funding in the amount of \$2,004,881 and authorize the Mayor or City Manager and City Clerk to execute this agreement. The Council will take appropriate action.

p. RESOLUTION 2972-511 - INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSIT AUTHORITY FOR THE AVONDALE CIRCULATOR

City Council will consider a resolution approving an Intergovernmental Agreement with the Regional Public Transit Authority in the amount of \$761,000 for the operation of the Avondale Circulator and authorize the Mayor and City Clerk to execute this agreement. The Council will take appropriate action.

q. RESOLUTION 2975-511 - SUPPORTING A GRANT PROPOSAL TO THE GILA RIVER INDIAN COMMUNITY FOR AFTER SCHOOL YOUTH DEVELOPMENT PROGRAMMING

City Council will consider a resolution authorizing the submission of a grant proposal to the Gila River Indian Community for funding in the amount of \$373,620 to support after school youth development programming for a three year period and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

r. RESOLUTION 2976-511 - SUBMISSION OF A GRANT PROPOSAL TO THE GILA RIVER INDIAN COMMUNITY FOR MONUMENT HILL TRAIL CENTENNIAL PROJECT

City Council will consider a resolution supporting the submittal and acceptance of a grant proposal to the Gila River Indian Community for funds to assist with the Monument Hill Trail Centennial Project in the amount of \$250,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 RESOLUTION 2973-511 – MEMORIALIZING DEVELOPMENT FEE PLEDGES

City Council will consider a resolution memorializing prior pledges of development impact fees to repay debt service on public facilities. The Council will take appropriate action.

5 RESOLUTION 2974-511 - TENTATIVE BUDGET ADOPTION FOR FISCAL YEAR 2011-2012

City Council will consider a resolution setting forth the tentative budget and establishing the expenditure limitation for Fiscal year 2011-2012. The Council will take appropriate action.

6 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AVONDALE AND IAFF LOCAL 3924

City Council will consider a request to approve the inaugural Memorandum of Understanding with the International Association of Firefighters (IAFF) Local 3924 pursuant to Avondale Ordinance 1323-808 adopted by City Council on August 8, 2008. The Council will take appropriate action.

7 PUBLIC HEARING AND RESOLUTION 2971-511 – COLDWATER INDUSTRIAL MINOR GENERAL PLAN AMENDMENT (PL-11-0017)

City Council will hold a public hearing and consider a resolution approving a request by Mr. Jack Gilmore, Gilmore Parsons Design Group, to amend the General Plan Land Use Map for approximately 4.26 acres of real property from Freeway Commercial to Employment located north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way. The Council will take appropriate action.

8 PUBLIC HEARING AND ORDINANCE 1457-511 – COLDWATER INDUSTRIAL REZONING (PL-10-0133)

City Council will hold a public hearing and consider an ordinance approving a request by Mr. Jack Gilmore, Gilmore Parsons Design Group, to amend the Zoning Atlas for 4.26 acres of real property from C-2 (Community Commercial) to A-1 (General Industrial) for a property located north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way. The Council will take appropriate action.

9 PUBLIC HEARING – CONDITIONAL USE PERMIT FOR AT&T, FOR A PERSONAL WIRELESS SERVICE FACILITY AT VALLEY GOLF (PL-10-0149)

City Council will hold a public hearing and consider a request by Ms. Michelle Evans, FM Group, Inc., for a Conditional Use Permit to construct and operate a personal wireless service facility on property zoned Community Commercial (C-2). The Council will take appropriate action.

10 PUBLIC HEARING, ORDINANCE 1458-511- CORRECTING A SCRIVENER'S ERROR, TIME EXTENSION FOR AVONDALE COMMERCE PARK, ALTERNATIVELY ORDINANCE 1459-511 - ZONING REVERSION

City Council will hold a public hearing and consider an ordinance correcting a scrivener's error in Ordinances 1294-308 and 1296-308 which rezoned the properties described therein and consider a request by Mr. Michael J. Curley of Earl, Curley, and Lagarde, P.C., for a one year extension of PAD zoning for Avondale Commerce Park, located on approximately 80 acres of land at the northeast corner of 103rd Avenue and Van Buren Street. Alternatively, the Council will consider an ordinance reverting the zoning on such property from Planned Area Development to Agricultural. The Council will take appropriate action.

11 ORDINANCE 1452-511 - AMENDMENT AVONDALE CITY CODE CHAPTER 24 - PRETREATMENT

City Council will consider an Ordinance amending the City of Avondale Municipal Code, Chapter 24, Water, Sewers and Sewage Disposal relating to Pretreatment of Industrial Wastewater. The Council will take appropriate action.

12 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for
- (i) discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding the SLT Expressway litigation and
 - (ii) discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding a potential Intergovernmental Agreement with the City of Litchfield Park regarding a potential annexation.

13 ADJOURNMENT

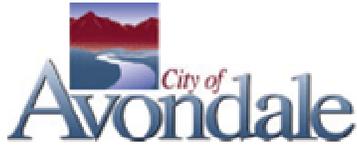
Respectfully submitted,



Carmen Martinez
City Clerk

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

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



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
May 16, 2011

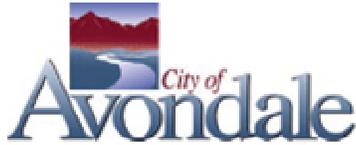
TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:
Regular Meeting of May 2, 2011

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Liquor License Series 12 (Restaurant) - Cowgirls
Steakhouse and Saloon

MEETING DATE:

May 16, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending consideration of a request from Ms Amy Nations for a Series 12 Restaurant License to sell all spirituous liquors at Cowgirls Steakhouse and Saloon located at 1733 N Dysart Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Ms Amy Nations for a Series 12 Restaurant License to sell all spirituous liquors at Cowgirls Steakhouse and Saloon located at 1733 N Dysart Road in Avondale, Arizona.

As required by state law and city ordinance, the application was posted for the required period of time starting on April 20, 2011 and a notice was published in the West Valley View on May 6th and 10th, 2011. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete and the applicant have paid the City's fees.

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

RECOMMENDATION:

Staff is recommending approval of the application submitted by Ms Amy Nations for a Series 12 Restaurant License to sell all spirituous liquors at Cowgirls Steakhouse and Saloon located at 1733 N Dysart road in Avondale.

ATTACHMENTS:

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting Photos](#)
- [Vicinity Map](#)

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:

- MORE THAN ONE LICENSE
- 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 #(s): Series 12

1. Type of License(s): _____

2. Total fees attached: \$ _____

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Nations Amy S. (Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: Saleh Enterprises, LLC (Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Cowgirls Steakhouse & Saloon (Exactly as it appears on the exterior of premises)

4. Principal Street Location 1733 N Dysart Rd Avondale Maricopa 85392 (Do not use PO Box Number) City County Zip

5. Business Phone: Pending Daytime Contact: 480-730-2675

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: P O Box 2502 Chandler AZ 85244 (City State Zip)

8. Price paid for license only bar, beer and wine, or liquor store: Type \$ _____ Type \$ _____

11041597
31045887
31031919

DEPARTMENT USE ONLY

Fees: Application 1600 Interim Permit Agent Change Club Finger Prints \$ 2400

TOTAL OF ALL FEES \$ 12400

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

Accepted by: [Signature] Date: 6-5-11 Lic. # 12078721

SECTION 5 Interim Permit:

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

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

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

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

____ 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
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
 L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: Saleh Enterprises, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 1/21/11 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: L16545124 Date authorized to do business in AZ: 1/28/11
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
Saleh	Zuher	Fiaq	Man. Mem		
Saleh	Cathy	Ann	Man. Mem		

(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
Saleh	Zuher	Fiaq	50		
Saleh	Cathy	Ann	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. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. 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.

10. 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.

(Signature of CURRENT LICENSEE)

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

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

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

- Current Business: Name 21 APR 5 LIQ. LIC PHOENIX
(Exactly as it appears on license) Address _____
- New Business: Name _____
(Physical Street Location) Address _____
- License Type: _____ License Number: _____
- If more than one license to be transferred: License Type: _____ License Number: _____
- 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) horizontal 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))

- Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____
- Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____
- I am the: Lessee Sublessee Owner Purchaser (of premises)
- If the premises is leased give lessors: Name De Rito Pavilions 139 LLC
Address 3200 E Camelback Rd Ste. #175 Phoenix AZ 85018
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ 12,323 What is the remaining length of the lease 10 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other owe 5 years
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 300,000
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Bank of America			120,000	21084 W Main St Buckeye AZ		85396
Chase			120,000	1240 S Watson Rd Buckeye AZ		85396
Wells Fargo			60,000	540 S Watson Rd Buckeye AZ		85396

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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:

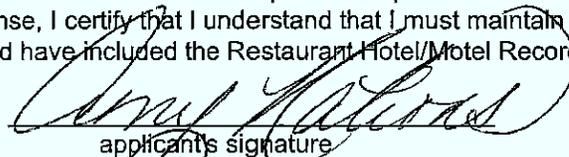
License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

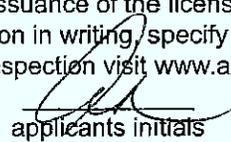
- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ 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.

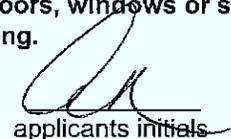

applicant's initials

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

- 1. Check ALL boxes that apply to your business:

<input checked="" type="checkbox"/> Entrances/Exits	<input checked="" type="checkbox"/> Liquor storage areas	Patio: <input checked="" type="checkbox"/> Contiguous
<input type="checkbox"/> Service windows	<input type="checkbox"/> Drive-in windows	<input type="checkbox"/> 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? 8/1/11
 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.


applicant's initials

SECTION 15 Diagram of Premises

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

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

See Attached

SECTION 16 Signature Block

I, Amy S. Nations, 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.

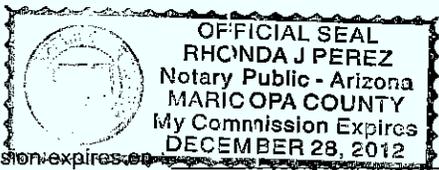
X *Amy S. Nations*
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

5th of April, 2011
Day Month Year

Rhonda J Perez
signature of NOTARY PUBLIC

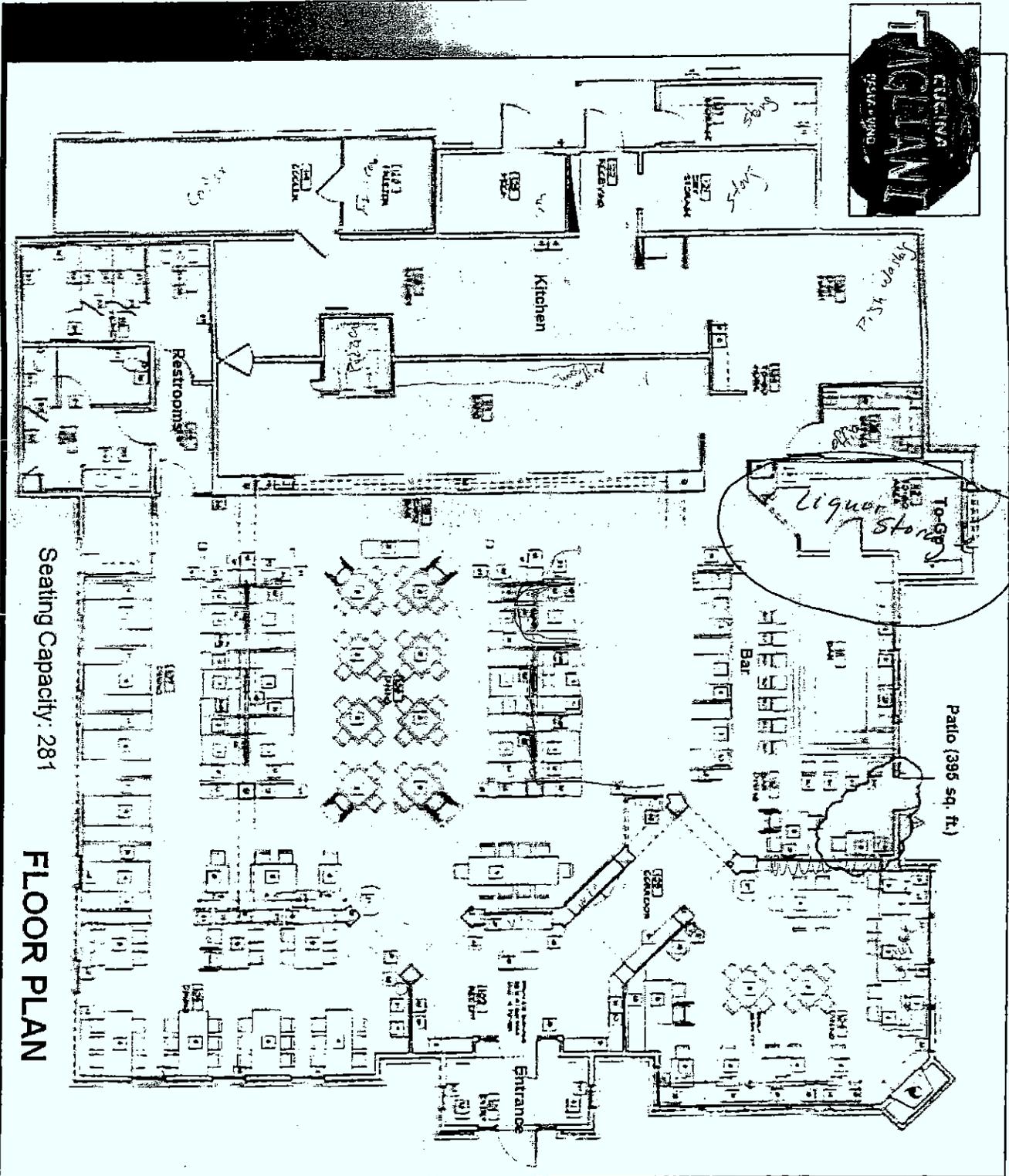


My commission expires on

Day Month Year

Square Ft. 6700 sq. ft.

11 APR 5 11 47. UC #3 13



Seating Capacity: 281

FLOOR PLAN

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

11 800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RECORDS REQUIRED FOR AUDIT

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

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

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

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

- B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages
13. Off-site Catering Records (must be complete and separate from restaurant records)
- A. All documents which support the income derived from the sale of food off the license premises.
 - B. All documents which support purchases made for food to be sold off the licensed premises.
 - C. All coupons/specials/discounts

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

REVOCAION 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):

_____ Nations _____ Amy _____ S.
 Last First Middle

have read and fully understand all aspects of this statement.

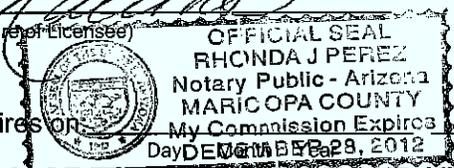
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

X *Amy Nations*
 (Signature of Licensee)

4th day of April, 2011
 Day Month Year

My commission Expires on _____
 Day Month Year



Rhonda J Perez
 (Signature of NOTARY PUBLIC)

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

11800 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	See Attached
Oven	
Freezer	
Refrigerator	
Sink	
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	
Other	

2. Print the name of your restaurant: Cowgirls Steakhouse & Saloon

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 [200]
- b. Bar area of your premises [+ 50]
- c. Total area of your premises [250]

5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable
- Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). Yes _____ % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 80 %

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

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

9. Do you have live entertainment or dancing? Yes No
(If yes, what type and how often?)
3-4 member band

10. Use space below or attach a list of employee positions and their duties to fully staff your business.
26 Servers
10 Cooks
7 Hostesses
3 Shift Leaders
6 Bartenders
4 Prep Cooks
4 Bussers

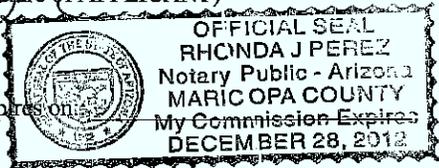
I, Amy S. Nations, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this application and the contents and all statements true, correct and complete.

X *Amy S. Nations*
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

5th day of April, 2011
Day of Month Month Year

My commission expires on:



Rhonda J. Perez
(Signature of NOTARY PUBLIC)

Cowgirls Starters

THE CORRAL ROUNDUP

Split a tasty combination of our Skins, Hot strips, Crab Cheese Balls, Onion Rings
\$11

FRIED ONION RINGS

\$6

CORRAL CHICKEN PESTO PIZZA

chicken, pesto, red onion, cheese, fresh tomatoes and topped with fresh basil
\$10

GIANT SKINS

Crispy fried and smothered with jack, cheddar cheese and bacon. Served with salsa and sour cream
\$7

TRY THE BBQ CHICKEN PIZZA

\$10

Chicken or Beef Casedalla

Red onion, 2 blend of cheese, bacon, jalapenos, Cilantro and tomatoes. Served with salsa and sour cream
\$7

STUFED CRAB CHEESE BALL

8Piump balls stuffed with crab, cheese, jalapenos and bacon
\$7

CORRAL NACHOS

Cheddar and Monterey Jack cheeses melted over mountain of crisp corn chips topped with our steak chili. Served with salsa and sour cream.
\$9

HOT CHICKEN STRIPS*

Hand breaded frish chicken strips served either mild (2 alarm), or hot (5 alarm), can also be made with barbecue sauce for the tenderfoot, served with celery and blue cheese
1/2 lb \$5 full lb \$7

CRAB AND CHEESE DIP

\$9

Cheese Fries

\$6

PIZZA MARGARITA

\$9

Corral Soups and Salads

Caesar Salad

Roman lettuce covered with parmesan cheese and crotons tossed with Caesar dressing.
\$6

Add Chicken \$3

Sonoma Chicken Salad

Fresh grilled chicken, provolone & feta, pepperoncini peppers, red onion and tomato-basil salsa. Served over crisp romaine tossed in balsamic vinaigrette. \$9

Steak Chili

CUP \$3
BOWL \$5

Grilled Salmon Salad*

Fresh bourbon-marinated Salmon served on crisp salad greens or Caesar salad. \$10

Pepper Sirloin Salad*

Pepper grilled sirloin served over fresh mixed greens with diced tomatoes and crumbled bleu cheese. \$11

Soup of the day

711 APR 5 11:41 AM 3 113

Legendary Steaks, Ribs and Chops

Our Legendary Steaks are perfectly seasoned and expertly grilled to your liking.
Served with your choice of two sides,

Cowgirl Filet

Our guest's favorite - the most tender cut of beef.
7 oz. \$17 9 oz. \$19

Outlaw Rib eye

Our signature 12 oz., fire-grilled rib eye.

\$18

New York Strip*

A classic with hearty flavor.
12 oz. \$18

Top Sirloin*

A juicy USDA Choice top sirloin.
8 oz. \$13 12 oz. \$16

Baby Back Ribs

Our fall-off-the-bone tender BBQ baby back ribs.
Half-Rack \$14 Full-Rack \$19

Prime Rib*

Slow-roasted, USDA Choice prime rib served with au jus and horseradish sauce. While available
12 oz. \$17 16 oz. \$20

Crab Stuffed Filet

A tender 7 oz. filet stuffed with jumbo lump crabmeat, topped with fresh spinach and creamy herb-cheese sauce. \$21

Cowgirl Filet & Grilled Shrimp

7 oz. Filet and garlic & herb crusted jumbo shrimp, fire-grilled. \$21

Bison Buffalo Steak*

10 oz. Buffalo Steak, grilled and smothered with mushrooms, red wine sauce and onion. \$17

Cowboy Pork Chops*

Two juicy 8 oz. center-cut, grilled or fried bone-in pork chops. \$17

Great Steak Additions

Sautéed Mushrooms \$2

Sautéed Mushrooms & Onions \$2

Grilled Shrimp \$5

Chicken

711 APR 3 11:44 AM '13

Our fresh and delicious chicken breasts are hand-seasoned and made to order.
Served with your choice of two side

Parmesan Crusted Chicken

Two fresh grilled chicken breasts, topped with a parmesan garlic crust. \$13

Citrus Grilled Chicken

Two tender grilled chicken breast topped with fresh mango & oranges and tangy citrus glaze. \$13

Grilled Chicken & Stuffed Crab Cheese

Tender grilled chicken breast topped with crab and a cheese. \$14

Fresh Chicken Tenders

Hand-battered fresh chicken tenders. Served with Honey Mustard. \$11

Sierra Chicken

Two fresh grilled chicken breasts topped with tomato-basil salsa
\$13

Seafood

Our fresh fish and shellfish are expertly prepared to juicy perfection.
Served with your choice of two sides.

Cowgirls Salmon*

Fresh, hand-cut salmon, grilled using our secret bourbon marinade.
7 oz. \$14

Golden Fried Cat Fish

3 Hand-cut cat fish, hand battered fried to perfection.
\$13

Golden Fried Shrimp

A dozen hand-battered jumbo shrimp.
\$15

Golden Fish and shrimp

Hand-battered 6 jumbo shrimp and 3 fish filet fried to perfection. \$17

Side Dishes

Loaded Baked Potato
Sweet Potato with Cinnamon & Butter
Fresh Seasonal Vegetables
Steak Fries
Steak Chili
Mashed Potatoes

House salad
Side Caesar Salad
Coleslaw
Cream Corn
Soup of the day

Extra Side \$2.50

Steakhouse Sandwiches

We start with tender beef and chicken to grill a thick, juicy sandwich.
Served with with lettuce, tomato, pickles, onion and steak fries or house salad

Cheeseburger*

A juicy half-pound burger served with American, Swiss, or cheddar on a toasted bun. \$7

Buffalo Bacon Cheeseburger*

A juicy half-pound buffalo burger served with American, Swiss, or cheddar, smoked bacon and sautéed red onion on a toasted bun. \$10

Pepper jack Cali Cheeseburger*

A juicy half-pound burger served with pepper jack, avocados and jalapenos on a toasted bun. \$9

Cowgirl Burger Melt*

A juicy half-pound burger served with American cheese in side and, Swiss, cheddar on the outside and bacon on a toasted bun. \$10

Corral Dbl Cheeseburger*

A juicy 2 half-pound burger served with American, Swiss, and cheddar and bacon on a toasted bun. \$13

Cowgirl BBQ Burger*

A juicy half-pound burger served with cheddar cheese topped with bbq and fried onions on a toasted bun. \$9

Blackened Prime Rib Sandwich*

Blackened prime rib , melted cheese and fried onion chards on freshly bun \$11

Steak Sandwich*

Tender steak grilled to order topped with Pico de gallo blue cheese and drizzled with balsamic toasted bun. \$11

Chicken Sandwich*

A juicy Brest of chicken served with Swiss, cheese, avocado, jalapenos and bacon on a toasted bun. \$8

Cowgirl BBQ Chicken*

A juicy Brest of chicken served with cheddar cheese topped with bbq, frid onions and bacon on a toasted bun. \$8

Steak Sandwich Melt*

Tender steak mixed with grilled onion, mushrooms and malted cheese drizzled with chipotle ranch on toasted sub.
\$11

11 APR 5 Lic. Lic. # 3113

Kid's Menu(Ages 10 and under)

Grilled Cheese Sandwich - \$4

Cheeseburger - \$5

Chicken Tenders - \$5

Grilled Chicken Tenders with Veggies
- \$5

Hot Dog - \$4

Grilled Chicken Salad - \$5

KRAFT™ Macaroni & Cheese \$4

Kid's Sirloin - \$7

Cowgirls Bar Favorites

COWGIRLS MARGARITA'S

South Mountain Sunset \$9.50

Midori Melon Liqueur layered with Orange, Pineapple, and Cranberry juice. Flamed with Bacardi 151 Rum. Served in a boot mug y'all can take back to the ranch.

The Ultimate Margarita \$7.50

Savor a masterpiece made with Hornitos Plata Tequila and floated with La Belle Orange Liqueur.

Texas Margarita \$8.50

Hornitos Reposado Tequila and La Belle Orange Liqueur. The eyes of Texas are on this one!

RR FLAVORED MARGARITA'S with Sauza

Arizona \$7.00

Our famous Cowgirls House Margarita made with Sauza Gold Tequila and topped with Prickly Pear Cactus Juice.

Tombstone \$7.00

Huckleberry juice added to our famous Cowgirls House margarita

Mango Madness \$7.00

Even Cowboys Need a Taste of the Tropics. Made with Sauza Gold Tequila and refreshing mango juice.

Strawberry Sensation \$7.00

With a taste of fresh strawberries

MORE QUENCHERS

Berry Burst \$6.50

Absolut Raspberri Vodka, Peach Schapps, and Cranberry Juice.

Bomb Pop \$6.50

Absolut Raspberry Vodka, Blue Curacao, Raspberry Liqueur and splash of lemon lime soda.

Cherry Vanilla \$6.50

Absolut Vanilla Vodka, Amaretto and Pepsi

Hollywood Cowboy \$6.50

Absolut LA, Cranberry Juice and a Splash of Sierra Mist.

BEER

Drafts Pint
Coors Light \$4.00

Bud Light \$4.00

Mic Altra \$4.00

Blue Moon \$4.00

Fat tier

Bottled

Budweiser \$3.25

Bud Light \$3.25

Corona \$4.50

Heineken \$4.50

Amstel Light \$4.50

Miller Lite \$3.25

Sierra Nevada Pale Ale \$4.50

Coors Light \$3.25

Dos Equis Special Lager \$4.50

Guinness \$5.00

O'Doul's Amber (non-alcoholic) \$3.75

Mike's Hard Lemonade \$4.50

COWGIRLS EQUIPMENT AND FF&E

EQUIPMENT DESCRIPTION	MAKE	QTY
FRONT HOSTESS AND HALL WAY		
POS W/CASH DRAWER & PRINTER	POSIFLEX	1/1/1900
4' DISPLAY UNIT	CUSTOM	1
8' BENCH SEATERS	CUSTOM	1
BLINDS	CUSTOM	2
LIGHT PENDENT	CUSTOM	4
PICTURES	CUSTOM	1
4 LINE PHONE	PANSONIC	1
T.V W/HANGING BRACKET	TUCHEEBA	1
DINING AREA		
HIGH CHAIRS KIDS	PLASTIC	4
BOOSTER CHAIRS	PLSTIC	2
TABLE STAND	WOOD	29
BOOTHES & TABLES	CUSTOM	15
FREE STANDING TABLES	CUSTOM	0
CHAIRS	CUSTOM	80
8 TVS W/ BRACKET	CUSTOM	9
PICTURES	CUSTOM	6
LIGHT PENDENT	CUSTOM	14
BLINDS	CUSTOM	4
SPEAKERS	CUSTOM	3
PATIO		
TABLES	CUSTOM	11
CHAIRS	CUSTOM	26
SPEAKERS	SONY	2
MUSHROOM HEATERS	CUSTOM	1
STRING LIGHTS	CUSTOM	1
BATHROOMS		
TOWEL DISPENSER	CUSTOM	1
LIGHTS	CUSTOM	6
URINELS	CUSTOM	1
TOILETS	CUSTOM	3
TOILET PAPER DIS	CUSTOM	1
MIRRORS	CUSTOM	2
HAND SINKS	CUSTOM	2
VANITY	CUSTOM	2

BAR AREA		
TABLES	CUSTOM	20
HIGH BAR CHAIRS	CUSTOM	70
PICTURES	CUSTOM	2
T.V W/HANGING BRACKET	CUSTOM	8
LIGHT PENDENT	CUSTOM	9
24' BAR TOP COUNTER	CUSTOM	1
GLASS SHALVES AROUND BAR	CUSTOM	4
36" COLD PLATE ICE BIN WELL	CUSTOM	1
2' LIQ STORAGE.	CUSTOM	1
COMPARTMENT SINK	CUSTOM	1
BEER COOLER	CUSTOM	1
FRIDGE WORK TOP	CUSTOM	1
SPEED RACK	CUSTOM	1
DISPLAY FRIDGE	CUSTOM	1
POS W/CASH DRAWER &PRINTER	POSIFLEX	1
OFFICE		
POS CONTROLER	DELL	1
ALL IN ONE CANON	HP	1
TABLE	CUSTOM	1
CHAIRS	CUSTOM	1
FILING CABNET	CUSTOM	1
4 LINE PHONE	RCA	1
CAMERA SYSTEM W/FLAT MONITOR	CUSTOM	1
CAMERAS	CUSTOM	8
COMPUTER W/FLAT MONITOR/KYB/MOUSE	CUSTOM	1
AV SYSTEM W/10 BOX SATELLITE	CUSTOM	1
LIQ CLOSET		
LIQ CAGE	CUSTOM	1
SERVER AREA		
ICE MACHINE	MANITOWOC	1
1650 LBS ICE BIN	MANITOWOC	1
HEADS COKE FOUNTAIN	COKE	1
8' SERVER DRINK CABNET	CUSTOM	1
ICE TEA MACHINE	CUSTOM	1
COFFEE MACHINE	CUSTOM	1
TRASH CAN W/MAGNET LID &CASTERS	CUSTOM	2
BUSSING CART	CUSTOM	2
POS &PRINTER		2
CABINET	CUSTOM	1
SALAD /SANDWICH FRIDGE	CUSTOM	1
12' CABINET W/SS TOP	CUSTOM	1
EXPO SHELVE SS W/4 HEATERS	CUSTOM	1
SHELVES	CUSTOM	4
HAND WASH SINK	CUSTOM	1

PREP & KITCHEN AREA		
6' PREP SINK W/ WORK TOP	CUSTOM	1
MEAT SLICER	CUSTOM	1
SS PREP TABLE	CUSTOM	1
PIZZA PREP FRIDGE	CUSTOM	1
LINCOLN PIZZA CONVYER OVEN	LINCOLN IMPINGER II	1
CONVECTION OVEN PIZZA	CUSTOM	1
3' SS CAN HOLDER PREP TABLE	CUSTOM	1
GRDEL FLAT	CUSTOM	1
CHEESE MELTER	CUSTOM	1
4DRW WORK TOP SS FRIDGE	CUSTOM	1
BROILER	CUSTOM	1
4- 41 LB CAPACITY FRYERS	CUSTOM	6
FREEZER	CUSTOM	1
5 WELLS FOOD WARMERS	CUSTOM	2
SS PREP TABLE	CUSTOM	1
SALAD/SANDWICH FRIDGE	CUSTOM	1
POS PRINTER	CUSTOM	2
SHELVES	CUSTOM	2
16' HOOD W ANSUL SYSTEM	CUSTOM	1
WASH AREA		
SHELVES	CUSTOM	2
CLEAN DISH SS TABLE	RIGHT	1
DISH WASHER	AMERICAN DISH	1
6' 3 COMPARTMENT SINK	SUPERIOR	1
100 GALLON WATER HEATER	CUSTOM	1
SOFT WATER SYSTEM	CUSTOM	1
FILTERS	CUSTOM	1
MOP SINK	CUSTOM	1
WALK IN COOLER	CUSTOM	1
SHELVES IN COOLER	CUSTOM	2
WALK IN FREEZER	CUSTOM	1
SHELVES IN COOLER	CUSTOM	3
GLASS RACK	CUSTOM	1
8 TRASH CANS	CUSTOM	4
LIGHT FIXTURES	CUSTOM	10

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix AZ 85007-2934

(602) 542-5141

QUESTIONNAIRE

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

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

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

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

Liquor License #

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

(If the location is currently licensed)

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

2. Name: Nations Amy S. Date of Birth: (NOT a Public Record)

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

4. Place of Birth: Morenci Arizona USA Height: 5'7 Weight: 165 Eyes: Hzl Hair: Brown

5. Marital Status [X] Single [] Married [] Divorced [] Widowed Daytime Contact Phone: 480-730-2675

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

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

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

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: Cowgirls Steakhouse & Saloon Premises Phone: Pending

11. Physical Location of Licensed Premises Address: 1733 N Dysart Rd Avondale Maricopa 85392

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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 05/99, CURRENT, Vice-President ALIC Enterprises, 1811 S. Alma School Rd. Suite 268 Mesa, Arizona 85210

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Rows: 05/07, CURRENT, Own; 05/05, 05/07, Own; 12/00, 05/05, Own

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?
If you answered YES, how many hrs/day? 11 hrs/day, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

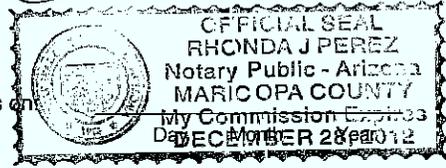
20. I, Amy S. Nations, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X *Amy Nations*
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
5th day of April, 2011

Rhonda J Perez
(Signature of NOTARY PUBLIC)



My commission expires on

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

11 APR 5 11:41 AM '13

Question 16 & 17

I work for Arizona Liquor Industry Consultants. Because of the number of licenses we work with it is possible that one of them may have a pending action of some kind.

Question 19

I am currently or have been the agent on the following liquor licenses:

Roaring Fork 12075190 4800 N. Scottsdale Rd. Suite 1700 Scottsdale, Arizona 85257
Shady Grove Bar & Grill 06070160 1001 E. 8th Street Tempe, Arizona 85281
Little Guy Distributing 04073074 146 S. Country Club Dr. Mesa, Arizona 85210
Claim Jumper 12075270 7000 E. Shea Blvd. #000K Scottsdale, Arizona 85254
Fleming's Steakhouse 12075292 20753 N. Pima Rd Bldg. R Scottsdale, Arizona 85255
Carrabba's Italian Grill 12075300 5646 W. Bell Rd. Glendale, Arizona 85308
Carrabba's Italian Grill 12075301 1060 N. 54th St. Chandler, Arizona 85226
Carrabba's Italian Grill 12075302 1740 S. Clearview Dr. Mesa, Arizona 85208
Carrabba's Italian Grill 12075310 17007 N. Scottsdale Rd. Scottsdale, Arizona 85255
Super Station Car Wash 10073705 7700 S. Autoplex Loop Tempe, Arizona 85284
Super Station Car Wash 10073704 616 W. Baseline Rd. Tempe, Arizona 85283
Super Station Car Wash 10073283 1560 S. Gilbert Rd. Mesa, Arizona 85204
Library Bar & Grill 06070302 501 S. Mill Ave. #101 Tempe, Arizona 85281
Roy's Desert Ridge 12075313 5350 E. Marriott Dr. Phoenix, Arizona 85054
Kaddy Korner 12075335 2801 N. Central Ave. Phoenix, Arizona 85004
McGrath's Fish House 12075338 1610 S. Stapley Dr. Mesa, Arizona 85204
Chevron 10074460 7730 W. Indian School Rd. Phoenix, Arizona 85033
Sinbad Restaurant 12075344 5004 S. Price Rd. Tempe, Arizona 85282
Los Gringos Loco 12113069 208 S. Phelps Dr. Apache Junction, Arizona 85220
Native New Yorker 12075366 10220 W. McDowell #160 Avondale, Arizona 85323
Roy's 12075371 7001 N. Scottsdale Rd. #147 Scottsdale, Arizona 85253
Deemo's 12075169 2501 E. Camelback Rd. #30 Phoenix, Arizona 85016
Best Western 11103039 7060 S. Tucson Blvd. Tucson, Arizona 85706
Piñata Nueva 12075382 14850 N. FLW Blvd. #109 Scottsdale, Arizona 85260
Panda Garden 12075456 4730 E. Warner Rd. #14 Phoenix, Arizona 85044
Austin's Grill 12075440 1339 E. Chandler Blvd. #101 Phoenix, Arizona 85048
Carrabba's 12075734 9920 W. McDowell Avondale, Arizona 85323
Little Guy Distributing 5456 E. McDowell Rd. Ste. #123 Mesa, Arizona 85215
Texaco 10074463 6806 E. Brown Rd. Mesa, Arizona 85207
Texaco 10074412 2005 W. Broadway Rd. Mesa, Arizona 85202
Texaco 10074411 1953 E. Southern Ave. Mesa, Arizona 85204
Texaco 10074391 5402 W. Indian School Phoenix, Arizona 85031
Texaco 10074390 8316 W. Indian School Phoenix, Arizona 85037
Texaco 10074389 6701 W. Indian School Phoenix, Arizona 85033
Texaco 10074316 1166 N. Higley Rd. Mesa, Arizona 85205

Texaco 10074240 9202 E. Apache Mesa, Arizona 85207
 Texaco 10113069 1621 W. Apache Trail Apache Junction, Arizona 85220
 Shell 10074298 10989 E. Dynamite #101 Scottsdale, Arizona 85255
 Texaco 10103304 3755 W. Cortaro Farms Rd. Tucson, Arizona 85742
 Texaco 10103301 2770 W. Valencia Rd. Tucson, Arizona 85746
 Paul Lee's 12075802 1368 N. Cooper Rd. Gilbert, Arizona 85233
 Lucky Lou's 12075669 1929 N. Power Rd. #107,105 Mesa, Arizona 85205
 Fleming's 12105292 6360 N. Campbell Ave. Tucson, Arizona 85718
 Claim Jumper 12103633 3761 E. Broadway Blvd. Tucson, Arizona 85716
 Claim Jumper 12076027 1530 W. Baseline Rd. Tempe, Arizona 85283
 Claim Jumper 12076028 7000 E. Shea Blvd. #000K Scottsdale, Arizona 85254
 Claim Jumper 12076026 3063 W. Agua Fria Hwy. Phoenix, Arizona 85027
 Pia's European 12076039 99 Easy Street Carefree, Arizona 85377
 Paul Lee's 12076064 10040 W. McDowell Rd. Avondale, Arizona 85232
 Carrabba's Italian 12076130 14043 W. Bell Rd. Surprise, Arizona 85374
 Ck's Tavern 06070439 4142 E. Chandler Blvd. #105 Phoenix, Arizona 85044
 Wingstop 12076189 5833 W. Thunderbird Rd. Glendale, Arizona 85306
 Wingstop 12076209 1641 W. Bethany Home Rd. Phoenix, Arizona 85015
 Gandolofos 12076286 120 S. Alma School Rd. #C-104 Mesa, Arizona 85210
 Carrabba's 12103726 7635 N. Oracle Rd. Oro Valley, Arizona 85737
 McGrath's Fish House 12076338 7000 E. Mayo Blvd Bldg #5 Phoenix, Arizona 85054
 Gandolfo's Deli 12076378 4980 W. Ray Rd. Suite 10 Chandler, Arizona 85226
 McGrath's Fish House 12076468 1800 N. Litchfield Rd. Goodyear, Arizona 85338
 Caroline's Grotto 12076489 16872 E. Ave. of the Fountains Fountain Hills, AZ. 85268
 Shell Mart 10075129 8316 W. Indian School Rd. Phoenix, Arizona 85037
 Roy's 12076517 7151 W. Ray Rd. Chandler, Arizona 85226
 Wingstop 12076532 7910 N. 43rd Ave Suite 6 Glendale, Arizona 85310
 Native New Yorker 12076607 5020 W. Baseline Rd. Ste 123 Phoenix, Arizona 85339

Native New Yorker 12076606 9030 E. Via Linda #1 & 2 Scottsdale, Arizona 85258
 Library Bar & Grill 06070302 501 S. Mill #1 Tempe, Arizona 85281
 Wingstop 12076680 5905 W. Chandler Blvd. Suite 1 Chandler, Arizona 85226
 Carrabba's 12076681 2885 S. Alma School Road Chandler, Arizona 85226
 Carrabba's 12103748 7575 E. Broadway Road Tucson, Arizona 85710
 Shell Mart 10075265 8316 W. Indian School Rd. Phoenix, Arizona 85037
 Claim Jumper 12076768 10125 W. McDowell Road Avondale, Arizona 85323
 Bonefish 12076909 6538 E. Superstition Springs Blvd. Mesa, AZ. 85206
 Native New Yorker 12077033 1947 S. Signal Butte Rd. #A Mesa, Arizona 85209
 Native New Yorker 12077034 14051 W. Grand Ave. Surprise, Arizona 85374
 Native New Yorker 12077187 7273 N. 95th Avenue Glendale, Arizona 85305
 Tortilla Factory 12074971 6910 E. Main St. Scottsdale, Arizona 85251
 Piñatas 12077165 20343 N. Hayden Rd. #120 Scottsdale, AZ 85255
 Piñata Nueva 12075382 14850 N. Frank Lloyd Wright Scottsdale, AZ 85260
 Z'Tejas 12077083 7014 E. Camelback Rd. Scottsdale, AZ 85251
 Z'Tejas 12077081 7221 W. Ray Rd. Chandler, AZ 85226
 Z'Tejas 12074328 20 W. 6th Street Tempe, AZ 85281

Z'Tejas 12073424 10625 N. Tatum Blvd. Phoenix, AZ 85028
Mama Maria 12076928 118 E. McKellips #105 Mesa, AZ 85201
Hilton Phoenix/Chandler 11073175 2929 W. Frye Rd. Chandler, AZ 85224
Oakville Grocery Pending 15015 N. Scottsdale Rd. Ste D1-101 Scottsdale, AZ 85260

Amy Nations

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

P1043128

QUESTIONNAIRE

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

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

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

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

Liquor License #

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

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

2. Name: Saleh Zuher Fiaq Date of Birth: Last First Middle (NOT a Public Record)

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

4. Place of Birth: Baghdad Iraq Height: 6'1 Weight: 240 Eyes: Grn Hair: Blk City State Country (not county)

5. Marital Status [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone:

6. Name of Current or Most Recent Spouse: Saleh Cathy Ann Godwin Date of Bi: Last First Middle Maiden (NOT a public record)

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

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

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: Cowgirls Steakhouse & Saloon Premises Phone: Pending

11. Physical Location of Licensed Premises Address: 1733 N Dysart Rd Avondale Maricopa 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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 4/03, CURRENT, Owner, NNY Restaurants

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

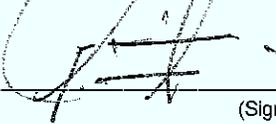
Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord), City, State, Zip. Row 1: 3/10, CURRENT, Own, [blank], [blank], [blank]

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?
If you answered YES, how many hrs/day? 24 and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
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

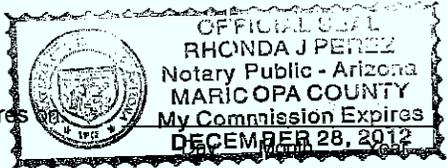
20. I, Zaher ^{Fiag} Saleh, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

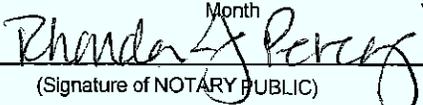
X 
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 5 day of April, 2011
Month Year

My commission expires on




(Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

Print Name

SEE

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

AMENDMENT

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?
If you answered YES, how many hrs/day? 4, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
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

MAY 5 11:01 AM '14

20. I, Zuher Fiaq Saleh, 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 _____ County of _____

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

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____

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

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

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

AMENDMENT

#12 7273 N. 95th Ave
Glendale AZ 85305

APR 5 1994

3668 W. Anthem Way B#132
Anthem AZ 85086

#19 I am the owner of the
Native New Yorker in Avondale,
Goodyear, Glendale & Anthem
Zuhair Sateh

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Zuher Saleh

Full Name (please print)

Signature

5/4/2010

Training Completion Date

5/4/2013

Certificate Expiration Date
(5 years from completion date)

Type of Training Completed (check Yes or No)

- | | | | | | |
|---|--|------------|---|--|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ON SALE |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | MANAGEMENT | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OFF SALE |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | BOTH | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OTHER |

If Trainee Is Employed By A Licensee

Ranchy Nations
Name of Licensee

Native New Yorker
Business Name

Liquor License #

Alcohol Training Program Provider Information

Arizona Liquor Industry Consultants

Company or Individual Name (please print)

P.O. Box 2502

Address

Chandler
City

Arizona
State

85244
Zip

(480) 730 2675
Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Brian Andersen

Name of Trainer (please print)

[Signature]
Trainer Signature

5/4/2010
Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

- Owner(s)
- Licensee/agent or manager(s) actively involved in daily business operation

Proof of attendance within the past five years must be submitted to the Department of Liquor Licenses and Control before the liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

P1643127

QUESTIONNAIRE

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

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

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

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

Liquor License #

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

(If the location is currently licensed)

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

2. Name: Saleh Cathy Ann Date of Birth: Last First Middle (NOT a Public Record)

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

4. Place of Birth: Forth Walton Bch FL USA Height: 5'6 Weight: 150 Eyes: Grn Hair: Bro City State Country (not county)

5. Marital Status [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone:

6. Name of Current or Most Recent Spouse: Saleh Zuher Fiaq Date of Birth: Last First Middle Maiden (NOT a public record)

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

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

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: Cowgirls Steakhouse & Saloon Premises Phone: Pending

11. Physical Location of Licensed Premises Address: 1733 N Dysart Rd Avondale Maricopa 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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 4/03, CURRENT, Owner, NNY Restaurants.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

Table with 7 columns: 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. Row 1: 3/10, CURRENT, Own, [blank], [blank], [blank]. Row 2: 6/03, 3/10, Own, [blank], [blank], [blank].

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?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
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

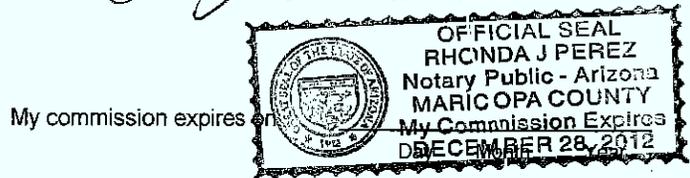
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Cathy Ann Saleh, 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 Cathy Ann Saleh
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
5 day of April, 2011
Month Year



Rhonda J. Perez
(Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

SEE AMENDMENT



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? 4, and answer #14a below. If NO, skip to #15.
- 14a. Have you attended a DLIC-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, Cathy Ann Saleh, hereby declare that I am the APPLICANT/REPRESENTATIVE filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____
(Signature of Applicant)

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

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

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

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

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

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

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Year

AMENDMENT

14 MAY 5 10:14 AM '14 Lic. #10-14

#12 7273 N. 95th Ave

Glendale Az 85305

11 APR 9 10 48 AM '13

3668 W. Anthem Way B#132
Anthem Az 85086

#19-

I am the owner of the Nature New Yorker in Avondale & Goodyear

Cathy Seibel

AZ CORPORATION COMMISSION
FILED



JAN 21 2011

11 APR 5 10:41 AM '13

FILE NO. L-1654512-4

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

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

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

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

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

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

Select one. This form may be used for:

- ARIZONA LIMITED LIABILITY COMPANY (A.R.S. 529-832)
- ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. 529-841.01)

1. The name of the organization:

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

B. SALEH ENTERPRISES, LLC
 Limited Liability Company Name

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

Address Same as Statutory Agent

City _____ State _____ Zip _____

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

Name Cynthia L. Wallin

Address 7520 S Jentilly Lane

City Tempe State AZ Zip 85283

Acceptance of Appointment by Statutory Agent:

I Cynthia L. Wallin, having been designated to act as
(Print Name of the Statutory Agent)

Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: Cynthia L. Wallin

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

11 APR 5 11:47 AM '14

DO NOT PUBLISH THIS SECTION

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

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

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

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

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

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

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

5. Dissolution: The latest date of Dissolution

The latest date to dissolve ___/___/___ (Please enter month, day and four digit year)
 The Limited Liability Company is Perpetual

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

<p>A. <input type="checkbox"/> RESERVED TO THE MEMBER(S) IF RESERVED TO THE MEMBER(S), YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.</p>	
<p>B. <input checked="" type="checkbox"/> VESTED IN MANAGER(S) IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.</p>	
<p>Name <u>Zuher F. Saleh</u></p> <p><input checked="" type="checkbox"/> Member <input checked="" type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City, _____ State _____ Zip: _____</p>	<p>Name <u>Cathy Saleh</u></p> <p><input checked="" type="checkbox"/> Member <input checked="" type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City, _____ State _____ Zip: _____</p>
<p>Name _____</p> <p><input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City, _____ State _____ Zip: _____</p>	<p>Name _____</p> <p><input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City, _____ State _____ Zip: _____</p>

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

Executed this 19th day of January, 2010

Executed by: [Signature] Print Name Zuher Saleh

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

Phone Number: _____ Fax Number: _____

'11 APR 5 11:47. Lic. PM 3:14

**Operating Agreement
Of
Saleh Enterprises, LLC
An Arizona Limited Liability Company**

Purpose – The Company is organized to transact any or all lawful business for which limited liability companies may be organized.

Duration – The Company shall continue in perpetuity, unless terminated sooner by operation of law or by agreement among the Members.

Management Duties – The Members shall have full discretion, responsibility and authority for the management of the company's business and shall have all rights and powers generally conferred by law or necessity, advisable or consistent in connections therewith.



Zuher(F) Saleh
Managing Member 50%



Cathy Saleh
Managing Member 50%



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: AMY NATIONS

BUSINESS NAME: COWGIRLS STEAKHOUSE & SALOON

ADDRESS: 1733 N. DYSART ROAD

CITY: AVONDALE

STATE: AZ

ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



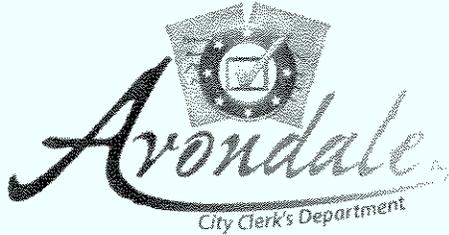
SIGNATURE
City Clerk

TITLE



DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 20, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: AMY NATIONS

BUSINESS NAME: COWGIRLS STEAKHOUSE & SALOON

ADDRESS: 1733 N. DYSART ROAD
CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

AT THE TIME OF INSPECTION NEW BUSINESS OWNER HAS NOT TAKEN OCCUPANCY OF THE BUILDING (VACANT). APPROVAL IS BASED SOLELY ON THE SUBMITTED APPLICATION AND THE REVIEW OF THE PREVIOUS BUSINESS SITE LAYOUT .

- APPROVED
- DENIED



SIGNATURE
FIRE INSPECTOR

TITLE

04/20/11

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 20, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: AMY NATIONS

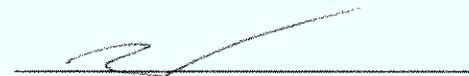
BUSINESS NAME: COWGIRLS STEAKHOUSE & SALOON

ADDRESS: 1733 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



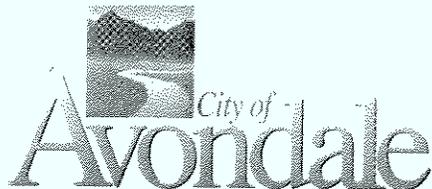
SIGNATURE
Zoning Specialist

TITLE

4/19/11

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 20, 2011



PLANNING AND BUILDING SERVICES

MEMORANDUM

DATE: April 19, 2011

TO: Carmen Martinez, City Clerk

FROM: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 12 Liquor License for Cowgirls Steakhouse & Saloon Restaurant 1733 N Dysart Rd

The proposed location is at the northeast corner of Dysart Road and McDowell Road in the Alameda Crossing shopping center. The building is existing and had previously been occupied by a restaurant tenant Cucina Taglioni, Italian Restaurant.

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

The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Palm Valley PAD approved by the City Council in September 1994.

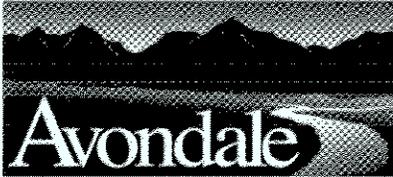
The primary use is a restaurant. This use is permitted within the Palm Valley PAD. The secondary use is a night club. This use requires a Conditional Use Permit.

The Planning Division approves the liquor license application for the restaurant use.

Attachment: Zoning Vicinity Map
2010 Aerial Photograph

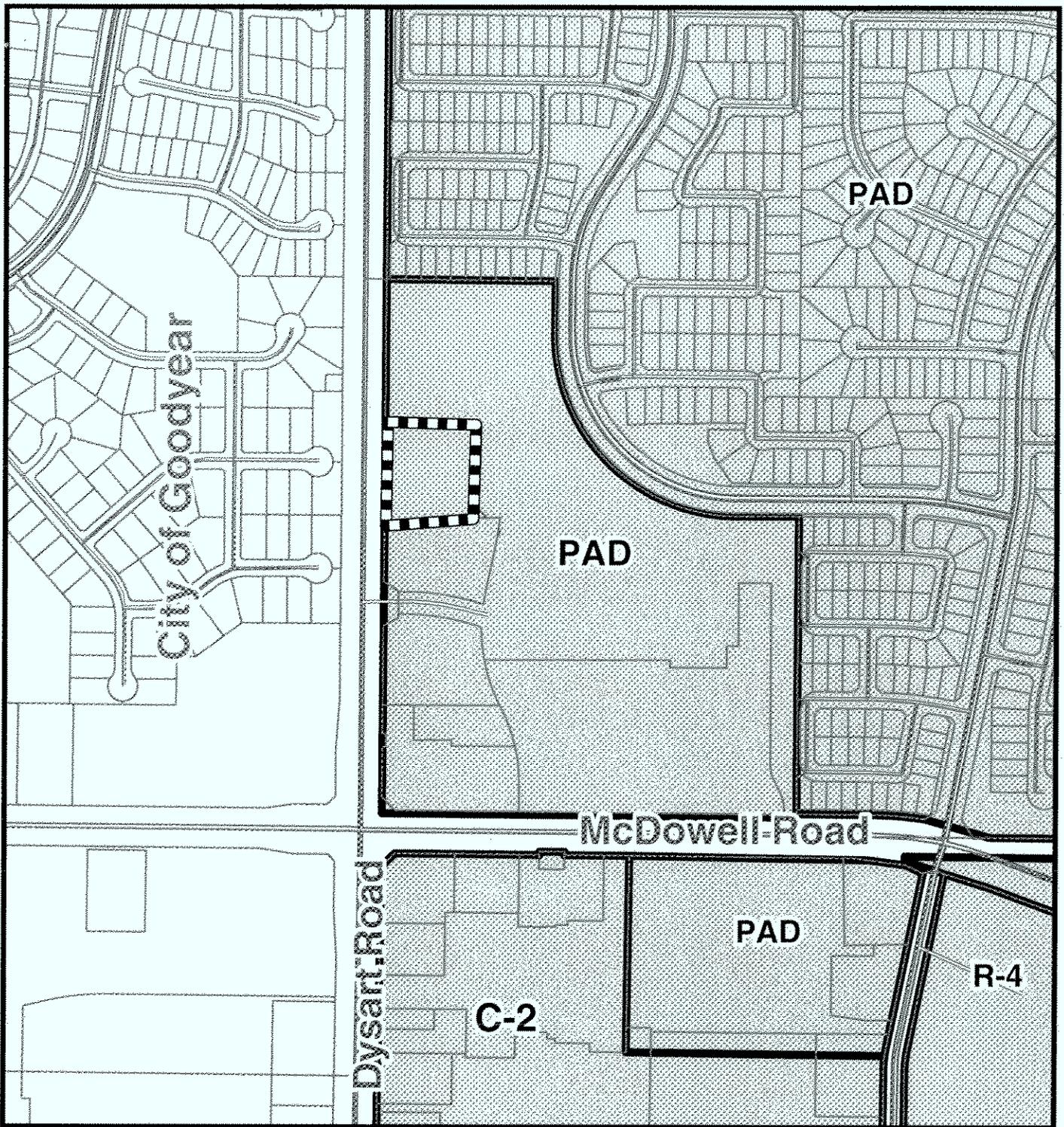


2010 Aerial Photograph

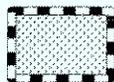
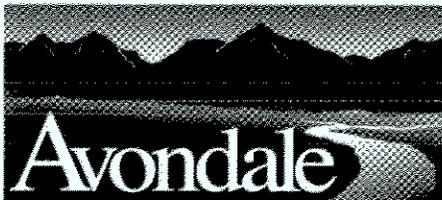


Proposed
Cowgirls Steakhouse
& Saloon





Zoning Vicinity Map



Proposed
Cowgirls Steakhouse
& Saloon





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: AMY NATIONS

BUSINESS NAME: COWGIRLS STEAKHOUSE & SALOON

ADDRESS: 1733 N. DYSART ROAD

CITY: AVONDALE STATE: AZ ZIP CODE: 85392

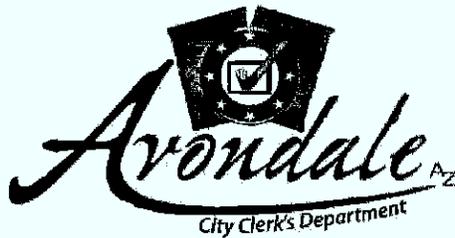
DEPARTMENTAL COMMENTS:

APPROVED

DENIED

Ken Brown 4-18-11
SIGNATURE DATE
Chief Building Official
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 20, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: AMY NATIONS

BUSINESS NAME: COWGIRLS STEAKHOUSE & SALOON

ADDRESS: 1733 N. DYSART ROAD
CITY: AVONDALE STATE: AZ ZIP CODE: 85392

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Jerosa H...
SIGNATURE
Privileged Tax Auditor
TITLE

4/14/11
DATE

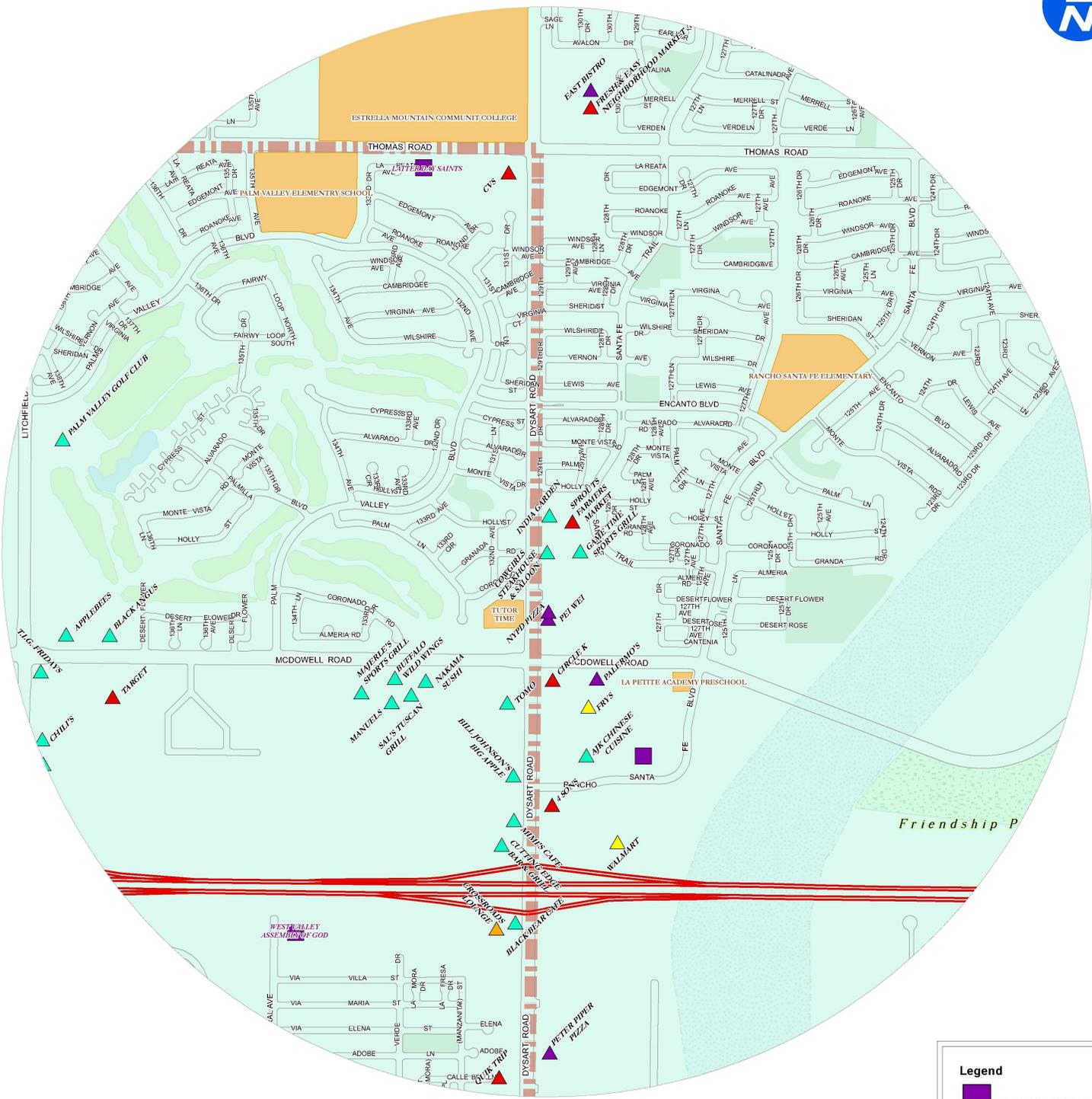
THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 20, 2011



1733

AVAILABLE
Rito Partners
(480) 834-850
www.dertio.com

04.20.2011 14:57



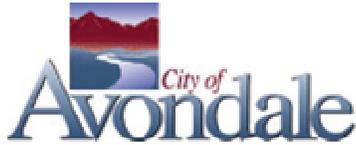
Cowgirls Steakhouse & Saloon
1733 N Dysart Rd
1 Mile Buffer



Avondale GIS Division of Public Works

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



CITY COUNCIL REPORT

SUBJECT:

Liquor License Series 6 (Bar) - Estrella Vista
Reception Center

MEETING DATE:

May 16, 2011

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff has received an application from Ms Maria Del Carmen Gonzales for a Person Transfer and a Location Transfer of a Series 6 Bar License to sell all spirituous liquors at Estrella Vista Reception Center located at 1471 N Eliseo Felix Jr. Way in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Ms Maria Del Carmen Gonzales for a Person Transfer and a Location Transfer of a Series 6 Bar License to sell all spirituous liquors at Estrella Vista Reception Center located at 1471 N Eliseo Felix Jr. Way in Avondale.

The establishment is currently operating under a Series 7 (Beer and Wine Bar) License. However, a Series 6 (Bar) License has become available for sale on the open market. The Series 6 liquor license is a "quota" license available only through the Arizona Liquor License Lottery or for purchase on the open market. Once issued, this license is transferable from person to person and/or location to location within the same county only. Ms Gonzales has purchased the license from Ms Sheryl Craig Morgan who previously operated the license at Saddle Bronc Grill in Fountain Hills.

As required by state law and city ordinance, the applications were posted for the required period of time starting April 26, 2011 and notices were published in the West Valley View on May 6th and 10th, 2011. No comments were received. The Arizona Department of Liquor License and Control has accepted the application as submitted as complete. The required City fees have been paid. The Police, Fire and Development Services Departments have reviewed the application and are recommending approval. While not required by City Ordinance, the application has also been reviewed and approved by the Finance Department indicating that the business is in good standing with the City. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of an application submitted by Ms Maria Del Carmen Gonzales for a Person Transfer and a Location Transfer of a Series 6 Bar License to sell all spirituous liquors at Estrella Vista Reception Center located at 1471 N Eliseo Felix Jr. Way in Avondale.

ATTACHMENTS:

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting Photos](#)
- [Vicinity Map](#)

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

5 Lic. Lic. # 216

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 #: 06070278

1. Type of License: Series 6 2. Total fees attached: \$ 224.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE. The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- Owner/Agent's Name: Mr. Gonzales Maria Del Carmen
Corp./Partnership/L.L.C.: EVRC Investments LLC
Business Name: Estrella Vista Reception Center
Principal Street Location: 1471 N. Eliseo Felix Jr Way Avondale, Maricopa 85323
Business Phone: 623-932-4455
Is the business located within the incorporated limits of the above city or town? YES
Mailing Address: 1471 N Eliseo Felix Jr Way Avondale AZ 85323
Enter the amount paid for a bar, beer and wine, or liquor store license: 70,000

DEPARTMENT USE ONLY
Fees: Application 200 Interim Permit Agent Change Club Finger Prints \$ 24 \$ 224.00
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES
Accepted by: KBR Date: 4-25-11 Lic. # 06070278

SECTION 5 Interim Permit:

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

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

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

State of _____ County of _____

X _____
 (Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ 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
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(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#

RECEIVED 10-2-01

SECTION 7 Corporation/Limited Liability Co.:

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

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

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

1. Name of Corporation/L.L.C.: EVRC Investments LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 04/14/2011 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: ~~L-1674232-9~~ Date authorized to do business in AZ: 04/14/2011
4. AZ L.L.C. File No: L-1674232-9 Date authorized to do business in AZ: _____
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
Gonzales	Maria del Carmen		Managing Mbr Pres				
Gonzales	Anthony Daniel		Managing Mbr Vt				

(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
Gonzales	Maria Del Carmen		50				
Gonzales	Anthony Daniel		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)

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

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

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

- 1. Current Licensee's Name: Morgan, Sheryl Craig Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: Cowboy Spirits LLC
(Exactly as it appears on license)
- 3. Current Business Name: Saddle Bronc Grill
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 11056 N. Saguaro Blvd.
City, State, Zip Fountain Hills AZ 85268
- 5. License Type: Series 6 License Number: 06070278
- 6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____

11 APR 25 11:16 AM '11

- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO N/A ✓
- 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.

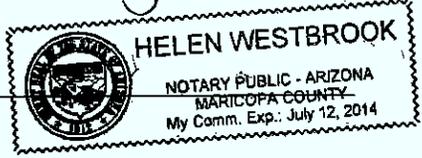
9. I, Sheryl Craig Morgan, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the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

I, Sheryl Craig Morgan, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER 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 Sheryl Craig Morgan
(Signature of CURRENT LICENSEE)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

21 day of April, 2011
Day Month Year



My commission expires on: _____

Helen Westbrook
(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.

- Current Business: (Exactly as it appears on license) Name Saddle Bronc Grill
Address 11056 N. Saguaro Blvd. Fountain Hills AZ 85268
- New Business: (Physical Street Location) Name Estrella Vista Reception Center
Address 1471 N. Eliseo ~~Way~~ Felix Jr Way, Avondale, AZ 85340
- License Type: Series 6 License Number: 06070278
- 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) horizontal 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))

- Distance to nearest school: 2640 ft. Name of school Imagine Elementary
Address 950 N. Eliseo Felix Jr Way, Avondale, AZ
City, State, Zip 85323
- Distance to nearest church: 6864 ft. Name of church 1st Apostolic Assembly of The
Address FAITH IN JESUS CHRIST
City, State, Zip 705 E. Hill St. Avondale, AZ 85323
- I am the: Lessee Sublessee Owner Purchaser (of premises)
- If the premises is leased give lessors: Name N/A
Address _____
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- What type of business will this license be used for (be specific)? banquet hall

**SEE
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 # 07070178 (exactly as it appears on license) Name Maria Del Carmen Gonzales, Agent Estrella Vista Reception Inc, Owner

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 spirituous 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.

dy
applicants initials

Bill of Sale

'11 APR 25 Lique. Lic. # 2117 IN CONSIDERATION OF THE SUM OF:

*** **Seventy Thousand Dollars And No Cents** ***lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Cowboy Spirits, LLC, an Arizona Limited Liability Company

hereby grants, bargains, sells and transfers unto the BUYER:

EVRC Investments, LLC, an Arizona Limited Liability Company

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #**06070278**

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: **April 21, 2011**

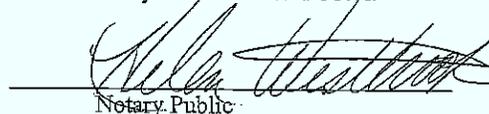
Cowboy Spirits, LLC, an Arizona Limited Liability Company

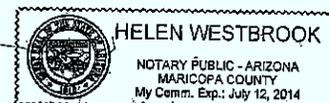

Sheryl Craig Morgan, Manager

State of **ARIZONA** }ss:
County of **Maricopa**

On April 21, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sheryl Craig Morgan, Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



Escrow No.: **00111100**

11 APR 25 11:47:11 AM '11

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06070278

Issue Date: 11/9/2009

Expiration Date: 1/31/2012

Issued To:
SHERYL CRAIG MORGAN, Agent
COWBOY SPIRITS LLC, Owner

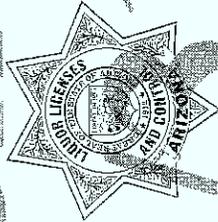
Location:
SADDLE BRONC GRILL
11056 N SAGUARO BLVD
FOUNTAIN HILLS, AZ 85268

Bar

Mailing Address:

SHERYL CRAIG MORGAN
COWBOY SPIRITS LLC
SADDLE BRONC GRILL
14811 E SHIMMERING VIEW
FOUNTAIN HILLS, AZ 85268

INACTIVE



EXP 1/31/2012

POST THIS LICENSE IN A CONSPICUOUS PLACE

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.

*11 APR 25 11:49 AM 2017

SECTION 16 Signature Block

I, Maria Del Carmen Gonzalez,
(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)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ of _____
Day Month Year

My commission expires on : _____
Day Month Year

signature of NOTARY PUBLIC

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.

Diagrams Attached (2)

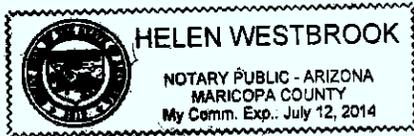
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SECTION 16 Signature Block

I, Carmen M. Gonzales, 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.

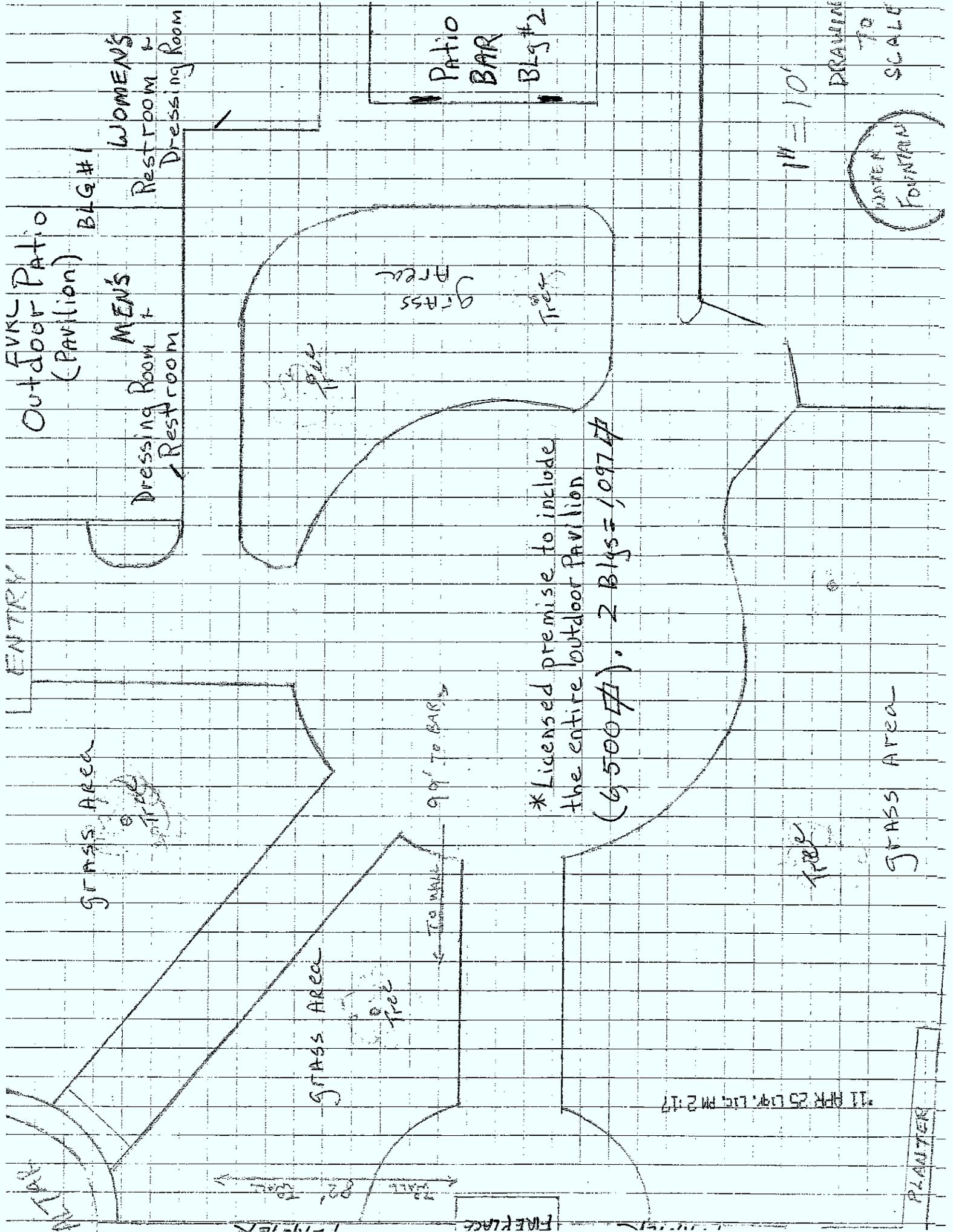
X Carmen M. Gonzales
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa



My commission expires on: _____
Day Month Year

The foregoing instrument was acknowledged before me this 31 of April 2011
Day Month Year
Helen Westbrook
signature of NOTARY PUBLIC



Outdoor Patio
(Pavilion)

Bldg #1

MEN'S
Dressing Room +
Restroom

WOMEN'S
Restroom +
Dressing Room

Patio
BAR
Bldg #2

Grass Area

*Licensed premise to include
the entire outdoor Pavilion
(4500 sq ft). 2 Bldgs = 1,097 sq ft

1" = 10'

DRAWING
TO
SCALE

WATER
FOUNTAIN

ENTRY

Grass Area

99' TO WALL

Grass Area

TO WALL

Grass Area

11 APR 25 1:49 PM 2:17

FIREPLACE

PLANTER

AZ CORPORATION COMMISSION
FILED

AZ Corp. Commission
03445200

APR 14 2011

**ARTICLES OF ORGANIZATION
OF
EVRC Investments, LLC**

FILE NO. 1674232-9

ARTICLE 1. The name of this limited liability company is EVRC Investments, LLC (the "Company").

ARTICLE 2. The address of the Company's known place of business in this state is:

1812 E. Toledo
Gilbert, AZ 85295

ARTICLE 3. The name and street address of the Company's agent for service of process is:

Tim Berry
1812 E. Toledo
Gilbert, AZ 85295

ARTICLE 4. Management of the Company is reserved to the managers.

ARTICLE 5. The name and address of the initial manager of the Company is:

Maria Del Carmen Gonzales Anthony Daniel Gonzales

ARTICLE 6. The names and addresses of the members who own a 20% or greater interest in the company are:

Maria Del Carmen Gonzales Anthony Daniel Gonzales

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization as of Wednesday April 13, 2011.



Brandee Berry, AZCLDP#80987

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



11 APR 25 11:41 AM '11

*11 APR 25 10:41 AM '17

**The Operating Agreement
of
EVRC Investments, LLC**

An Arizona Limited Liability Company

Employer Identification Number _____ - _____

(u)	Members	5
(v)	Membership Interest	5
(w)	Personal Representative	5
(x)	Property	5
(y)	Securities Act	6
(z)	Substitute Member	6

Article Three Membership Interests	1
Section 3.01 Percentage Interest in the Company	1
Section 3.02 Valuation of Membership Interests in the Company	1
Section 3.03 Company to Comply with Subchapter K	1

Article Four Capital Contributions and Capital Accounts	1
Section 4.01 Initial Capital Contributions	1
Section 4.02 Voluntary Additional Capital Contributions	1
Section 4.03 Prohibition Against Mandatory Additional Capital Contributions	1
Section 4.04 Establishment of Capital Accounts	1
(a) Credits to Member's Interest	1
(b) Debits to Member's Interest	1
Section 4.05 Assignment of a Member's Interest	2
Section 4.06 Capital Account Adjustments for Capital Events	2
(a) Assumption of Liability	2
(b) Adjustments for Noncash Distributions	2
(c) Adjustment to Fair Market Value Upon Transfer of Membership Interest 2	
(d) Adjustment for Constructive Termination of Company	2
Section 4.07 Revaluation Adjustment	3
(a) Adjustment Based on Fair Market Value	3
(b) Adjustment for Unrealized Items	3
Section 4.08 Power of Manager to Modify Capital Account Provisions	3
Section 4.09 Interest on and Return of Capital	3
Section 4.10 Negative Capital Accounts	3
Section 4.11 Compliance with Anti-Diversification Provisions of the Internal Revenue Code	3

Article Five Allocations and Distributions	1
Section 5.01 Allocation of Profits and Losses	1
Section 5.02 Special Allocations	1
Section 5.03 Distributions to Members	1
(a) Distributions of Cash	2
(b) Distributions in Kind	2
(c) No Interest	2
(d) Savings Clause	2

11 APR 25 11:47 AM '17

(e)	Tax Elections	2
(f)	Restore Negative Capital Account.....	2

Article Six Management of the Company 1

Section 6.01	General Authority of the Manager	1
Section 6.02	A Majority in Interest of Managers Required to Control	1
Section 6.03	Authority to Make or Terminate Tax Elections.....	1
Section 6.04	Authorization to Execute Certain Instruments.....	1
Section 6.05	Affidavit of Authority of the Manager.....	2
Section 6.06	Limitations on the Authority of the Manager	3
(a)	Acts Requiring 85% Approval of Membership Interests.....	3
(b)	Acts Requiring Unanimous Approval of the Members	3
(c)	Members Who Are Under Court Orders.....	3
Section 6.07	Delegation Among the Managers	4
Section 6.08	Specific Powers of the Manager	4
(a)	Agricultural Powers	4
(b)	Business Powers.....	5
(c)	Employment of Agents and Others.....	5
(d)	Expenditures in the Management of the Company.....	6
(e)	Formation of Trusts, Corporations, Partnerships, Limited Liability Companies, and Other Legal Entities.....	6
(f)	Business or Trade Names.....	6
(g)	Charitable Planning Opportunities.....	6
(h)	Investment Powers in General	7
(i)	Life Insurance and Annuity Powers.....	7
(j)	Loan, Borrowing, and Encumbrance Powers	7
(k)	Maintenance of Company Property	8
(l)	Margin, Brokerage, and Bank Account Powers.....	8
(m)	Nominee Powers	8
(n)	Nonproductive Property.....	8
(o)	Oil, Gas, Coal, and Other Mineral Powers	8
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Securities Law Disclosure

The membership interests or percentages of ownership of EVRC Investments, LLC (the "Company") have not been registered under the Securities Act of 1933, as amended, (the "Securities Act") or the securities laws of any state. The membership interests or percentages of ownership are offered and sold in reliance on exemptions from the registration requirement of the Securities Act and such laws, and particularly regulations enacted by the Securities and Exchange Commission effective April 15, 1982 pertaining to certain offers and sales of securities without registration under the Securities Act.

The Company will not be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and will not file reports, proxy statements and other information with the Securities and Exchange Commission, or any state securities commission.

The limited liability company membership interests of the Company have not, nor will be, registered or qualified under federal or state securities laws. The limited liability company membership interests of the Company may not be offered for sale, sold, pledged, or otherwise transferred unless so registered or qualified, or unless an exemption from registration or qualification exists. The availability of any exemption from registration or qualification must be established by an opinion of counsel for the owner thereof, which opinion of counsel must be reasonably satisfactory to the Company.

No Member may register any interest in the Company under any federal or state securities law without the express written consent of all Members.

The Members understand that some of the restrictions inherent in this form of business, and specifically set forth in this Agreement, may have an adverse impact on the fair market value of the Membership Interests should a Member attempt to sell or borrow against such Member's interest in the Company.

Acknowledgment of Members

By the execution of this Agreement each of the Members acknowledges, agrees, represents and warrants the following provisions.

Exempt from Registration

The Member understands that investment in the Member's Interest (Units) in the Company involves a high degree of risk and is suitable only for sophisticated investors. The Member further understands that Interests (Units) are being offered in reliance upon an exemption from registration provided by the Securities Act, as amended and any Securities Act of Arizona.

Personal Investment of Member

The Member is purchasing the Member's Interest (Units) for the Member's own investment and not with a view to the distribution or resale thereof to any other Person.

Restrictions on Transferability

The Company has disclosed to the Members by way of this Agreement, and the Member acknowledges, that the transferability of the Interest (Units) is severely limited and that the undersigned must continue to bear the economic risk of this investment for an indefinite period as these securities have not been registered under the Securities Act or any state securities laws and therefore cannot be offered or sold unless they are subsequently registered under such acts or an exemption from such registration is available.

Registration or Opinion of Counsel Prior to Transfer

The Member agrees that in addition to other prohibitions of and restrictions on transfer under this Agreement, the Member's Interest (Units) will not be sold publicly without registration under the Securities Act and any applicable state securities law, or until the undersigned has obtained an opinion of counsel satisfactory to the Company that such registration is not required in connection with any such transaction, and in no event will any of the Member's Interest (Units) be sold within 12 months of the issuance thereof.

Principal Address of Member

The Member's principal residence is at the address for the Member noted in this Agreement. Each Member shall notify, in writing, the Company within 5 days of any change in address of the principal residence of the Member.

Access to Facts

The Member has and has had access to all material facts with respect to the Interest (Units) and has satisfied himself as to the advisability of making this investment.

'11 APR 25 ~~No Commission~~ **No Commission or Remuneration**

No commission or other remuneration shall be paid to any Person in connection with the offer or sale of the Interest (Units).

No Right to Registration

The Member understands and agrees that the Member has no right to require the Company to register the Interest (Units) under Federal or state securities laws at any time, or to join in any future registration.

Hold Harmless

The Member agrees to hold the Company and its Managers, Members, Member Principals, Organizers and controlling Persons (as defined in the Securities Act, as amended), and any Persons affiliated with any of them or with the distribution of the Interest (Units), harmless from all expenses, liabilities, and damages (including reasonable attorneys' fees) deriving from a disposition of the Interest (Units) in a manner in violation of the Securities Act, as amended, or of any applicable state securities law or that may be suffered by reason of a breach of any of the covenants, representations and warranties contained in this Agreement.

EVRC Investments, LLC an Arizona Limited Liability Company

Article One Formation of the Company

Section 1.01 The Limited Liability Company

This Agreement, which is dated April 14, 2011, forms and establishes a limited liability company under the laws of the State of Arizona. The Company shall be effective upon the filing of Articles of Organization as required by the State of Arizona. The Members and their percentages of ownership are identified in the schedule attached to this Agreement as Exhibit "A."

This Agreement sets forth the rights, duties, obligations, and responsibilities of the Members with respect to the Company.

In consideration of the mutual promises, obligations and agreements set forth in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

Section 1.02 The Name of the Company

The name of the Company is EVRC Investments, LLC. The Manager may change the name of the Company or operate the Company under different names.

Section 1.03 Purpose and Scope of the Company

The Company is organized to provide centralized management of investments and business activities.

In order to accomplish the foregoing purposes, the Company may perform the following activities:

Acquire, own, buy, sell, invest in, trade, manage, finance, refinance, exchange or otherwise dispose of stocks, securities, partnership interests, certificates of deposit, mutual funds, and real, personal, tangible and intangible property of any nature, including without limitation, insurance policies or contracts and any and all investments whatsoever, as the Manager may deem from time to time to be in the best interests of the Company, or to be needed to provide for the operation, anticipated expenses, and reserves for the future expenses of the Company;

Own, acquire, manage, develop, operate, buy, sell, exchange, finance, refinance, and otherwise deal with real, personal, tangible, and intangible property, and any type of business, as the Manager may deem from time to time to be in the best interests of the Company; and

Conduct any lawful business and investment activity permitted under the laws of Arizona and in any other jurisdiction in which the Company may

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have a business or investment interest in order to accomplish the foregoing objectives.

The Company may engage in any other activities, which are related or incidental to the foregoing purposes, as may be determined in the sole and absolute discretion of the Manager.

Section 1.04 Purpose of Company Restrictions

This Company is formed by those who know and trust one another, and who in forming this limited liability company will have surrendered certain management rights. One or more of the Members may also have assumed management responsibility and risk as the Manager based upon their relationship and trust.

Capital is material to the business and investment objectives of the Company and its federal tax status. An unauthorized transfer of a Member's interest could create a substantial hardship to the Company, jeopardize its capital base, and adversely affect its tax structure.

There are, therefore, certain restrictions, as expressed in this Agreement, that attach to and affect both ownership of Membership Interests and the transfer of those interests. Those restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and to protect the Company's capital and its financial ability to continue to operate.

Section 1.05 Principal Office of the Company and Location of Records

The street address of the principal office in the United States where the records of the Company are to be maintained is:

12515 W ALEGRE DR
LITCHFIELD PARK, AZ 85340

or such other place or places as the Manager determines. The records maintained by the Company are to include all records that the Company is required by law to maintain. The Company shall likewise maintain a records office in any jurisdiction that requires a records office and the Company shall maintain at each such records office all records that the jurisdiction of its location shall require.

Section 1.06 Registered Agent and Registered Office

The name of the initial Registered Agent of the Company is Tim Berry and the initial registered office of the Company is:

1812 E. TOLEDO
GILBERT, AZ 85295

Section 1.07 The Term of the Company

The period of duration of the Company shall be perpetual. The Company shall begin on the date the Articles of Organization is filed with the Secretary of State of Arizona and shall continue until terminated or dissolved in accordance with the provisions of this Agreement.

Section 1.08 The Tax Matters Partner

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Unless the Company elects not to be treated as a partnership for federal income tax purposes under Subchapter K of the Internal Revenue Code, the Manager shall serve as the Tax Matters Partner pursuant to the Code. If there is more than one Manager, the Managers shall, by agreement, designate one of the Managers to serve as the Tax Matters Partner.

(a) Legal and Accounting Costs for Tax Matters

The Company shall bear the legal and accounting costs associated with any contested or uncontested proceeding by the Internal Revenue Service with respect to the Company's tax returns.

(b) Discretion as to Tax Matters

The Tax Matters Partner shall notify all of the Members upon receipt of any notice regarding any examination by any state, federal or local authority with respect to the Company's tax compliance. Subject to its fiduciary duty to the Members, the Tax Matters Partner shall have the right in its reasonable good faith judgment to decide whether and in what manner to contest any such proceeding, including appeals or judicial proceedings, and whether and on what terms to settle any such dispute with the Internal Revenue Service.

(c) Tax Classification as a Company

Unless the Members have elected not to be treated as a partnership for federal income tax purposes, the Tax Matters Partner shall take any and all steps reasonably necessary to classify the Company as a partnership for tax purposes under the Code and Regulations, in particular IRC Section 7701 et. seq., and the "Check the Box" regulations effective January 1, 1997, as amended from time to time. In this regard, the Tax Matters Partner shall, if appropriate, file IRS Form 8832, Choice of Entity, as well as any forms necessary or appropriate to classify the Company as a partnership under the laws of any jurisdiction in which the Company transacts business.

However, in the event that the Company has less than two Members, or for some reason cannot be taxed as a partnership for tax purposes, the Tax Matters Partner shall have the authority to classify the Company as a corporation, sole proprietorship, disregarded entity, or any other type of entity which the Tax Matters Partner determines to be most advantageous to the Company and its Members.

Section 1.09 Venue

Venue for any dispute arising under this Operating Agreement or any disputes among any Members or the Company shall be in Maricopa County, Arizona.

Article Two Definitions

Section 2.01 Defined Terms

For purposes of this Agreement, the following words and phrases shall be defined as follows:

(a) Act

Act means the Arizona Limited Liability Company Act, as amended from time to time.

(b) Additional Member

Additional Member means a Member admitted to the Company after the execution of this Agreement who is not a Substitute Member.

(c) Additional Capital Contribution

See *Capital Contribution*.

(d) Affiliated Person

Affiliated Person means a Member, a member of a Member's Immediate Family, a legal representative, successor, Assignee, or trust for the benefit of a Member and members of the Immediate Families of such persons, and any corporation or other legal entity of which a majority of the voting interest is owned by any one or more of such persons.

(e) Agreement

Agreement means this operating agreement as it may be amended from time to time.

(f) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Secretary of State of Arizona as required by the Act as amended from time to time, or such other similar instrument as may be required to be filed by the laws of any other state in which the Company intends to conduct business.

(g) Assignee

Assignee means the recipient of a Membership Interest pursuant to an *Assignment*.

(h) Assignment

Assignment means any method whatsoever, whether direct or indirect or whether voluntary or involuntary, by which the legal or beneficial ownership of any interest in the Company is transferred or changed, including (1) a sale, an exchange, a gift, a donation and any other form of

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conveyance, assignment or transfer; (2) a change in the beneficial interests of any trust or estate which holds any interest in the Company and a distribution from any such trust or estate; (3) a change in the ownership of any Member or Assignee which is a corporation, partnership, limited liability company or other legal entity, including the dissolution of such entity; (4) a change in legal or beneficial ownership or other form of transfer resulting from the death or divorce of any Member or Assignee or the death of the spouse of any Member or Assignee; and (5) any transfer or charge pursuant to a charging order issued by any court. Notwithstanding the foregoing, the term "*Assignment*" shall not include a mortgage, a pledge, or other similar voluntary encumbrance of, or grant of a security interest in, any interest in the Company, however "*Assignment*" shall include any levy, foreclosure or similar seizure associated with the exercise by a creditor of such creditor's rights in connection with a mortgage, pledge, encumbrance or security interest.

(i) Bankrupt

Bankrupt as used in this Agreement shall mean the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors or other action taken voluntarily or involuntarily, by a Member under any Federal or State law for the benefit of an insolvent party, except the filing of a petition of involuntary bankruptcy against a Member unless the petition is not dismissed within forty-five (45) days following such filing, or the issuance of a charging order against the interest of a Member without the removal thereof within ten (10) days from the service of such order.

(j) Capital Account

Capital Account shall mean the account established and maintained for each Member as provided in Article Four.

"Capital Account" means the account established and maintained for each Member as provided in Article Four and as provided in Treasury Regulation § 1.704-1(b)(2)(iv), as amended from time to time.

(k) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each *Initial Capital Contribution* is shown in Exhibit A of this Agreement, which is attached to this Agreement and incorporated in it. *Additional Capital Contribution* means the total cash and other consideration contributed to the Company by each Member other than the Initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member shall include any Capital Contribution previously made by any prior Member with respect to that Member's interest. The value of a Member's Capital Contribution shall be the amount of cash plus the fair market value of other property contributed to the Company.

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(l) Charity

Charity as used in this Agreement shall include an organization of a type described in each of Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code.

(m) Charitable Trusts

Charitable Trust as used in this Agreement shall include any charitable remainder trust created under Section 664 of the Internal Revenue Code or any charitable income trust created under Treasury Regulations Section 1.170A-6(c); Treasury Regulations Section 25.2522(c); or Treasury Regulations Section 20.2055-2(e).

(n) Company

Company means EVRC Investments, LLC, an Arizona Limited Liability Company.

(o) Disability

Disability of a Member means that any one of the following has occurred:

- i. the Member has been declared or adjudicated incompetent, incapacitated, or otherwise legally unable to effectively manage his or her property or financial affairs by a court of competent jurisdiction;
- ii. the Member's incapacity has been certified in writing by two licensed physicians, including the Member's personal physician, after examination of the Member, or
- iii. the Member has disappeared or is absent for unexplained reasons in such manner as to cause the Member to be unable to manage his or her property or financial affairs effectively, or
- iv. the Member is being detained under duress or under law in such manner as to cause the Member to be unable to manage his or her property or financial affairs effectively.

A Member's disappearance or absence or detention under duress may be established by an affidavit of any Manager, or, if the individual in question is the only Manager, by the affidavit of any other Member. The affidavit shall describe the circumstances of the individual's disappearance, absence, or detention and may be relied upon by any third party dealing in good faith with the Company in reliance upon the affidavit.

Upon regaining competence, a formerly incapacitated Member shall have all the rights, power, and authority originally granted to the Member by this Agreement.

Evidence of competence shall be of the same nature as the evidence of incapacity. A written statement from the personal physician of the Member deemed disabled shall be sufficient evidence of either competence or incapacity.

(p) Immediate Family

Immediate Family means any Partner's spouse, other than a spouse who is legally separated from the person under a decree of divorce or separate maintenance, parents, parents-in-law, descendants, including descendants by adoption, brothers, sisters, brothers-in-law, sisters-in-law, and grandchildren-in-law.

(q) Initial Capital Contribution

See *Capital Contribution*.

(r) Internal Revenue Code

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the *Treasury Regulations*, are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this Agreement. The same rule shall apply to references to the Treasury Regulations.

(s) Manager

Manager means any Member or legal entity designated in this Agreement as a Manager, or any person or legal entity who becomes a Manager as provided in this Agreement, in each such person's or legal entity's capacity as a Manager of the Company.

Reference to "Manager," used in the singular, will also include the plural, and vice versa.

For purposes of this Agreement, the pronoun "it" may be used when referring to a Manager, regardless of whether the Manager is a person or a legal entity.

(t) Member

Member means any person or legal entity designated in this Agreement as a Member or any person or legal entity who becomes a Member as provided in this Agreement, in each such person's or legal entity's capacity as a Member of the Company.

Reference to "Member," used in the singular, will also include the plural.

For purposes of this Agreement, the pronoun "it" may be used when referring to a Member, regardless of whether the Member is a person or a legal entity.

(u) Members

Members means all of the Members of the Company.

(v) Membership Interest

Membership Interest shall mean the ownership interest and rights of a Member in the Company, including, without limitation, the Member's right to a distributive share of the profits and losses, distributions and the property of the Company and the right to consent or approve Company actions. All Membership Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's interest is personal property and, as such, no Member shall have any interest in any of the assets of the Company.

Each holder of a Membership Interest will have the right to vote such holder's proportionate interest in the Company with respect to all matters which all Members have a right to vote under this Agreement or by law.

Example: A Member with a Membership Interest of 35.5 percent will have a 35.5 percent ownership interest in the Company, and will have 35.5 votes out of 100 votes that may be cast on matters which require the consent or affirmative action of the Members acting in concert. The term "majority in interest" will mean that more than 50 votes out of 100 votes that may be cast will be determinative of a given matter. The term "85 percent in interest of the Members" will mean that at least 85 votes out of the total 100 votes that may be cast will be determinative of a given matter. The term "unanimous consent of all Members" will mean that 100 votes out of the 100 votes that may be cast will be determinative of a given matter.

Membership Interests shall be adjusted from time to time as provided in Article Three of this Agreement.

(w) Personal Representative

Personal Representative means an executor, administrator, guardian, custodian, conservator, trustee, or any other fiduciary office.

(x) Property

Property means all Company property and rights as described in Exhibit A and any property real or personal, tangible or intangible otherwise acquired by the Company.

(y) Securities Act

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The Securities Act of 1933, as amended.

(z) Substitute Member

Substitute Member means any person not previously a Member who acquires, by purchase, gift, assignment or otherwise, a Membership Interest and is admitted as a Substitute Member according to the terms of Article Twelve of this Agreement.

Article Three

Membership Interests

Section 3.01 Percentage Interest in the Company

Each Member's Initial Membership Interest shall be the percentage interest set forth in Exhibit A that is attached to this Agreement. Membership Interests shall be adjusted from time to time to account for non-*pro rata* Additional Capital Contributions and non-*pro rata* distributions to Members. When non-*pro rata* contributions or distributions are made, each Member's Membership Interest shall then be determined by dividing the Capital Account of each Member by the aggregate of the then existing capital accounts, after adjusting the Members' Capital Accounts to reflect the fair market value of the contributed property.

For purposes of determining the respective voting rights of the Members, adjustments to Membership Interests of the Members resulting from Additional Contributions or Distributions shall be deemed to have been made on December 31 following the date of the contribution or distribution.

The Manager of the Company shall maintain a correct record of all Members and their Membership Interests together with amended and revised schedules of ownership caused by changes in the Members and changes in Membership Interests.

Section 3.02 Valuation of Membership Interests in the Company

For all purposes, the value of the Company as an entity and of Membership Interests shall be their respective fair market values. Any dispute, contest, or issue of fair market value is to be resolved and determined by the written appraisal of a qualified person or firm selected by the Manager.

Section 3.03 Company to Comply with Subchapter K

Unless the Members determine by a unanimous vote that the Company should not be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Membership Interest and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation and credit will be as prescribed by Subchapter K of the Internal Revenue Code.

Article Four

Capital Contributions and Capital Accounts

Section 4.01 Initial Capital Contributions

The Members shall contribute as their initial capital contributions to the Company all of their right, title and interest in and to the property described in Exhibit A attached hereto. The Members agree that the property described in Exhibit A has the fair market value (net of liabilities assumed or taken subject to by the Company to which such property is subject) listed opposite such property.

Each Member's Interest shall be credited with an initial contribution equal to the fair market value listed opposite that Member's name in Exhibit A.

Section 4.02 Voluntary Additional Capital Contributions

The Members may make Additional Capital Contributions to the Company. Any Additional Capital Contribution shall be made *pro rata*, according to the Member's Membership Interest, unless agreed to by the Manager. Such consent does not need to be in writing and will be presumed to have been obtained unless there is clear and convincing evidence to the contrary.

The fair market value of any property other than cash or publicly traded securities to be contributed as an Additional Capital Contribution shall be agreed upon by the contributing Member and a majority in interest of the Members at the time of contribution. Alternatively, a disinterested appraiser selected by the Manager may determine the fair market value of such property.

Section 4.03 Prohibition Against Mandatory Additional Capital Contributions

The Manager has no authority to require the Members to contribute additional capital to the Company.

Section 4.04 Establishment of Capital Accounts

A Capital Account shall be established for each Member and shall be maintained at all times throughout the existence of the Company in a manner that complies with the Internal Revenue Code. Each Member's Capital Account shall be maintained according to the following provisions:

(a) Credits to Member's Interest

Each Member's Interest shall be credited with the fair market value of such Member's contribution of cash or other property, such Member's distributive share of profits, and the amount of any Company liabilities that are assumed by such Member.

(b) Debits to Member's Interest

Each Member's Capital shall be debited the amount of cash and the fair market value of any property distributed to the Member pursuant to any

provision of this Agreement, the Member's share of losses, and the amount of any liabilities of the Member that are secured by any property contributed by the Member to the Company.

Section 4.05 Assignment of a Member's Interest

Except as otherwise required by the Internal Revenue Code or Treasury Regulations, if any Membership Interest is assigned according to the terms of this Agreement, the Assignee shall succeed to the Capital Account of the assignor to the extent that it relates to the assigned Membership Interest. If the assignment of an interest in the Company causes a termination of the Company under Section 708(b)(1)(B) of the Internal Revenue Code, the capital account that carries over to the Assignee will be adjusted according to Treasury Regulation Section 1.704-1(b)(2)(iv)(e).

Section 4.06 Capital Account Adjustments for Capital Events

The following capital events shall result in the following adjustments to a Member's Capital Account.

(a) Assumption of Liability

An assumption of unsecured liability by the Company shall be treated as a distribution of money to the Member, and such Member's Capital Account shall be adjusted accordingly. An assumption of an unsecured liability of the Company by a Member shall be treated as a cash contribution to the Company. In determining the amount of any liability for this purpose, Section 752(c) of the Internal Revenue Code.

(b) Adjustments for Noncash Distributions

If the assets of the Company other than cash are distributed in kind to a Member, the Capital Accounts of the Members shall be adjusted for the hypothetical "book" gain or loss that would have been realized by the Company if the distributed assets had been sold for their fair market values in a cash sale in order to reflect unrealized gain or loss.

(c) Adjustment to Fair Market Value Upon Transfer of Membership Interest

If an existing or new Member acquires an Interest, the Capital Accounts of the Members shall be adjusted to reflect fair market value of all properties held by the Company.

(d) Adjustment for Constructive Termination of Company

Capital Accounts shall be adjusted to reflect fair market value of all properties held by the Company as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(b) upon the constructive termination of the Company as provided under Section 708 of the Internal Revenue Code.

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Section 4.07 Revaluation Adjustment

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The Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company Property (including intangible assets such as goodwill) as provided in this Section.

(a) Adjustment Based on Fair Market Value

Any revaluation adjustment to a Member's Capital Account shall be based on the fair market value of Company Property, considering Code Section 7701(g), on the date of the adjustment.

(b) Adjustment for Unrealized Items

The Capital Accounts of the Members shall be adjusted to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Company's Property (to the extent that it has not been previously reflected in the Members' Capital Accounts) would be allocated among all the Members if there were a taxable disposition of such property for fair market value on the date of adjustment.

Section 4.08 Power of Manager to Modify Capital Account Provisions

The Manager shall modify the manner in which the Capital Accounts are computed in order to comply with Treasury Regulation Section 1.704-1(b), provided that it is, in the reasonable judgment of the Manager, not likely to have a material effect on the amounts distributable to any Member pursuant to this Agreement. The Manager shall also make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company Capital reflected on the Company's balance sheet, as computed for book purposes according to Treasury Regulation Section 1.704-1(b)(2)(iv)(g), relating to adjustments to book value.

Section 4.09 Interest on and Return of Capital

Notwithstanding any other provision of this Agreement, no Member shall be entitled to any interest on its Capital Account or Membership Interest or on its Capital Contribution. No Member shall have the right to demand or to receive the return of all or any portion of such Member's Capital Account, Membership Interest, or Capital Contribution.

Section 4.10 Negative Capital Accounts

No Member shall be required to restore a deficit in its Capital Account upon liquidation of the Company or of the Member's Membership Interest.

Section 4.11 Compliance with Anti-Diversification Provisions of the Internal Revenue Code

The Members intend to comply with the requirements of Section 721(b) of the Internal Revenue Code, so that contributions of property to the Company will not give rise to the recognition of any gain or loss to any Member. Accordingly, no property shall be deemed to have been accepted by the Company as a contribution to the Company's capital if the contribution of such property would give rise to the recognition of gain or loss to any Member under Section 721(b) of the Internal Revenue Code. Any such property shall instead be deemed to have been loaned to the Company and shall be returned to the

lender of such property within ninety (90) days of the receipt by the Manager of the lender's demand. Such loan shall bear interest at the minimum interest rate required under Section 7872 of the Internal Revenue Code.

Article Five

Allocations and Distributions

Section 5.01 Allocation of Profits and Losses

The Company shall allocate all net profits and losses, which shall include every item of income, deduction, depreciation, gain, loss, and credit, for each calendar year of the Company, to each Member *pro rata* in accordance with the Member's respective Membership Interest during the period over which such profits, losses and tax items were accrued. The Members shall be bound by the provisions of this Article in reporting their shares of Company income and loss for income tax purposes.

Any Company net losses that cannot be allocated to one or more of the Members without creating a negative Capital Account shall be allocated to the remaining Members in proportion to their capital accounts until all Members have a Capital Account of zero. To the extent that net losses were specially allocated to Members with positive Capital Account balances during a period in which Members with negative Capital Account balances were not allocated any net losses, subsequent net profits shall be first allocated to those Members who were specially allocated net losses, to the extent of such net losses, and thereafter such net profits shall be allocated proportionately among the Members according to their respective Membership Interests.

Net losses allocated when all Members have a Capital Account of zero shall be allocated proportionately among the Members according to their respective Membership Interests.

Allocation of net profits and net losses may be modified by subsequent agreement to conform to adjustments made to the Percentage Interests because of loans to the Company converted to contributions to capital, any distributions of cash and any liquidating distributions.

If the Percentage Interest of a Member is not the same throughout a given fiscal year, the Manager shall determine the allocation of net profits and net losses to the Members taking into account the Members' varying Percentage Interests during the year. Such determination shall be in conformity with the requirements of Section 706(d) of the Internal Revenue Code.

Section 5.02 Special Allocations

The Manager may make special allocations of items of income, gain, loss, depreciation, deduction or credit, provided that such special allocations have substantial economic effect as required by applicable federal tax law.

Section 5.03 Distributions to Members

The primary intent of the Company is to retain Company funds in amounts determined in the sole and absolute discretion of the Manager to meet the reasonable needs of the business or investments of the Company and other needs as provided in this Agreement.

The Manager shall distribute enough cash to each Member each year to cover the amount of income tax that each Member will be required to pay because of the distribution.

No Member shall have the right to demand distributions of any Company funds or assets. Distributions of funds or other Company assets, when made, shall be made as follows:

(a) Distributions of Cash

The Manager may make distributions of Company cash to the Members.

(b) Distributions in Kind

The Manager, in its sole and absolute discretion, may make distributions in kind of Company property to the Members. Prior to any such distribution in kind, the difference between such established fair market value and the book value of the property to be distributed shall be adjusted by a credit or charge, as is appropriate, to the Members' Interests. Upon the distribution of such property, such adjusted value shall be charged to the Interests of the Members receiving such distributions.

(c) No Interest

If a Member does not withdraw all or any portion of its share of any cash distribution made pursuant to subsection (a), the Member shall not be entitled to receive any interest on that portion of the distribution not so withdrawn, or on any additional Membership Interest, unless all Members agree.

(d) Savings Clause

Without prior notice to the Members, the Manager may adjust the Company's accounting methodology in order to comply with the Internal Revenue Code as then in effect.

(e) Tax Elections

The Manager may make any applicable or available tax elections on behalf of the Company without prior notice to any Member. Notwithstanding the foregoing, any decision to change the tax classification of the Company from partnership to corporation, or from corporation to partnership, shall require the unanimous vote of the Members.

(f) Restore Negative Capital Account

No Member shall be required to restore a deficit in its Capital Account upon liquidation of the Company or of the Member's Membership Interest.

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Article Six Management of the Company

Section 6.01 General Authority of the Manager

Subject to the specific rights given the Members in this Agreement, all decisions respecting any matter affecting or arising out of the conduct of the business of the Company shall be made by the Manager, who shall have the exclusive right and full authority to manage, conduct, and operate the Company business.

The Manager shall manage and administer the Company according to this Agreement and to perform all duties prescribed for a Manager by the laws of the State of Arizona.

Section 6.02 A Majority in Interest of Managers Required to Control

When more than one Manager is acting, the concurrence and joinder of a majority in interest of the Managers shall control in all matters pertaining to the administration of the Company.

Section 6.03 Authority to Make or Terminate Tax Elections

The Manager may, but shall not be required to, cause the Company to make or terminate any elections applicable to a Company for federal and state income tax purposes as the Manager deems to be in the best interests of the Members and the Company without prior notice to any Member. Such elections shall include, but are not limited to, an optional adjustment to basis election under Section 754 of the Internal Revenue Code relating to distributions of Company property in a manner provided for in Section 734 of the Internal Revenue Code and in the case of a transfer of a Membership Interest, in a manner provided for in Section 743 of the Internal Revenue Code. Notwithstanding the foregoing, any decision to change the tax classification of the Company from partnership to corporation, or from corporation to partnership, shall require the unanimous vote of the Members.

Section 6.04 Authorization to Execute Certain Instruments

With respect to all of its obligations, powers, and responsibilities under this Agreement, the Manager is authorized to execute and deliver, for and on behalf of the Company, such notes and other evidence of indebtedness, contracts, agreements, assignments, deeds, leases, loan agreements, mortgages, and other security instruments and agreements in such form, and on such terms and conditions, as the Manager in the Manager's sole discretion deems proper.

Section 6.05 Affidavit of Authority of the Manager

Any third party dealing with the Company may rely upon the affidavit of the Manager, as to the Manager's authority to act for the Company, in substantially the form as follows:

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Sample Affidavit of Authority of the Manager

of

EVRC Investments, LLC

On my oath and under the penalties of perjury, I swear that I am the duly elected and authorized Manager of EVRC Investments, LLC, an Arizona Limited Liability Company. I certify that I have not been removed as Manager and have the authority to act for, and bind, EVRC Investments, LLC in the transaction of the business for which this affidavit is given as affirmation of my authority.

Maria Del Carmen Gonzales, Manager

Sworn and subscribed before me the undersigned authority, by
_____(name of manager)_____ on this _____ day of
_____, _____.

Notary Public

Anthony Daniel Gonzales, Manager

Sworn and subscribed before me the undersigned authority, by
_____(name of manager)_____ on this _____ day of
_____, _____.

Notary Public

The above Affidavit may be appropriately modified to reflect the fiduciary office of the individual who is authorized to act for and on behalf of an entity Manager.

In addition to the above Affidavit of Authority, the Manager is authorized to execute and deliver to third parties a Memorandum of Operating Agreement, a copy of which may be attached to this Agreement as an Exhibit.

Section 6.06 Limitations on the Authority of the Manager

The authority of the Manager shall be limited according to this Section.

(a) Acts Requiring 85% Approval of Membership Interests

The consent of 85% of all the Membership Interests shall be required to do any of the following:

- Confess a judgment against the Company;
- File or consent to filing a petition for or against the Company under any federal or state bankruptcy, insolvency, or reorganization act;
- Exercise an election under Section 754 of the Internal Revenue Code.

(b) Acts Requiring Unanimous Approval of the Members

The Manager shall not have the power, without the unanimous written consent of all Members, to do any of the following:

- Except as otherwise provided, admit any substitute or additional Members into the Company;
- Except as provided in Section 15.03, amend this Agreement;
- Change or reorganize the Company into any other legal form;
- Expel a Member from the Company, in accordance with the provisions of Section 8.08 of this Agreement, provided that the Member at issue shall not be entitled to vote on such action;
- Dissolve and liquidate the Company;
- Redeem, liquidate, purchase or otherwise acquire the Membership Interest of any Member.
- Contribute Company property to a Charity.
- Register any interest in this Company for an offering under any federal or state securities law.

(c) Members Who Are Under Court Orders

The vote, consent, or participation of any Member under any kind of court order charging, restraining, prohibiting, or in any way preventing any Member from voting, consenting, or participating in Company matters shall not be required in order to obtain the necessary percentage vote or consent or participation for the Company to act upon any proposed action.

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Section 6.07 Delegation Among the Managers

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A Manager may delegate to any other Manager the power to exercise any or all powers granted the Manager as provided in this Agreement, including those that are discretionary, if allowed by law.

The delegating Manager may revoke any such delegation at will.

The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Manager.

As long as any such delegation is in effect, the Manager receives such delegation with the same force and effect as if the delegating Manager had personally joined in the exercise of such power, and the Manager receiving the delegation may thereafter exercise any of the delegated powers on behalf of both until such time as the delegation is modified or terminated.

Section 6.08 Specific Powers of the Manager

Subject to the limitations of Section 6.06, the Company, by and through the Manager, may acquire, hold, rent, lease, sell, convey, exchange, convert, improve, repair, manage, control, invest, and reinvest the funds of the Company in every kind of real and personal property, both tangible and intangible, including property acquired "subject to" or "in assumption of" an existing indebtedness and property acquired in whole or in part for promissory obligations of the Company.

The Company may make any payment, receive any money, take any action, and make, execute, deliver, and receive any contract, deed, instrument, or document that may be necessary or advisable to exercise any of the powers conferred under this Agreement and that are necessary or prudent for the proper administration and conservation of the investments of the Company.

By way of illustration, but not by way of limitation, the Company, by and through the Manager, shall be authorized to exercise the following powers:

(a) Agricultural Powers

The Company may retain, sell, acquire, and continue any farm or ranching operation.

The Company may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Company may engage and participate in any government farm program, whether state or federally sponsored.

The Company may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Company may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

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The Company may, in general, do all things customary or desirable to operate a farm or ranch operation.

(b) Business Powers

The Company may acquire, hold, and sell the following as Company Property:

- i. the stock of any corporation
- ii. an interest in a limited partnership as a general partner or a limited partner
- iii. a membership interest in a limited liability company
- iv. a partnership interest in a limited liability partnership
- v. an interest in a business trust
- vi. an interest in any joint venture

The Company may elect or employ directors, officers, employees, managers, and agents and compensate them for their services.

The Company may exercise all of the powers granted in this Agreement regardless of whether the Manager is personally interested or an involved party with respect to any business enterprise forming a part of the Company Property.

(c) Employment of Agents and Others

The Company may employ agents, employees, managers, accountants, attorneys, consultants, and other persons necessary or appropriate to carry out the business and affairs of the Company, whether or not any such persons so employed is an Affiliated Person, or is employed by Affiliated Person.

The Company may pay as an expense of the Company such reasonable fees, costs, expenses, salaries, wages, and other compensation to such persons as the Manager shall determine. Such expenses shall include payment or reimbursement for all fees, costs, and expenses incurred in the formation and organization of the Company.

The Company may delegate management functions to any corporation, partnership, limited liability company, or other entity qualified to manage the property and to conduct the business activities of the Company. Any delegation of management rights shall not relieve the Manager from personal liability for management decisions and operations of the Company.

Any delegation of authority is to be considered in compensating the Manager for services to the Company.

(d) Expenditures in the Management of the Company

The Company may make any and all expenditures and investments that the Manager deems necessary or appropriate concerning the management of the affairs of the Company and the carrying out of the obligations and responsibilities under this Agreement.

(e) Formation of Trusts, Corporations, Partnerships, Limited Liability Companies, and Other Legal Entities

The Company is permitted and authorized to form, or to participate in the formation of, a trust (revocable or irrevocable), corporation, general partnership, limited partnership, limited liability partnership, joint venture, limited liability company, and other legal entity, and to invest all or any part of the Company Property in one or more trusts (revocable or irrevocable), partnerships, joint ventures, limited liability partnerships, corporations, limited liability companies, and other legal entities.

The Company may serve as the general partner of a limited partnership or may serve as the manager of a limited liability company, in which the Company has made (or intends to make or otherwise acquire) an investment.

The Company may invest in a trust, corporation, general partnership, limited partnership, limited liability partnership, joint venture, limited liability company, and other legal entity even though federal and state law restrictions and contractual restrictions on ownership, transfer of interests, and liquidation contained in the governing instrument or instruments, may cause the ownership interest of the Company in a trust, corporation, general partnership, limited partnership, limited liability partnership, joint venture, limited liability company, or other legal entity to have a fair market value that is less than the fair market value of the assets contributed to the entity.

(f) Business or Trade Names

The Company may adopt such trade or business names as the Manager shall determine to be appropriate.

(g) Charitable Planning Opportunities

The Company may form, and contribute property to, one or more Charities.

In the case of a charitable remainder trust or charitable lead income trust, the beneficiary for the non-charitable term of the trust will be the Company.

If, and only as, permitted by the tax laws of the United States with regard to a termination of the Company prior to the expiration of the term of a charitable trust, the beneficiaries during the non-charitable term, or of the non-charitable remainder (in the case of a charitable lead income trust), will be the Members of the Company at the time of its termination

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according to their percentages and rights of ownership determined at the time the Company terminates.

(h) Investment Powers in General

The Company may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property, real or personal, of every kind and nature as the Manager shall determine.

The Company may invest in investment trusts as well as in common trust funds.

The Company may purchase life, accident, disability, medical, or other insurance on, on behalf of and for the benefit of any Member or Manager.

(i) Life Insurance and Annuity Powers

The Company may purchase, accept, hold, and deal with as owner, Assignee, and beneficiary, life insurance policies and annuity contracts.

The Company shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Company may borrow money with which to pay premiums due on any insurance policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Company shall have the power to exercise any option contained in an insurance policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy, or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Company may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Company shall have the power to sell a policy at its fair market value to the insured or to anyone having an insurable interest in the policy.

The Company shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

(j) Loan, Borrowing, and Encumbrance Powers

The Company may borrow money and, as security therefor, mortgage, pledge, or otherwise encumber the assets of the Company.

The Company may prepay in whole or in part, recast, increase, modify, extend, or refinance any mortgages affecting the Company Property and, in connection therewith, may execute any extension, renewal, or modification of any mortgage on the Company Property; provided, however, nothing in this Agreement shall permit the Manager to subject

any Member to personal liability for the indebtedness secured by any mortgage on the Company Property.

The Manager may lend Company funds to any person on such terms, time periods, interest rates (within legal limits), and for such security or collateral deemed appropriate or necessary by the Manager.

(k) Maintenance of Company Property

The Company shall maintain and operate the Company Property in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by any mortgages encumbering the Company Property from time to time, and by any other agreement pertaining to the Company Property or any part of it.

(l) Margin, Brokerage, and Bank Account Powers

The Company is authorized to buy, sell, and trade in securities of any nature, including short sales, sales on margin, and options of every kind and futures contracts.

The Company may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased with such brokers as securities for loans and advances made to the Company. The Manager is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Manager may choose.

(m) Nominee Powers

The Manager may provide that any Company Property may be held in the name of a nominee, and may enter agreements to facilitate holding such Property.

(n) Nonproductive Property

The Company may hold property that is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of the Manager, in the best interest of the Company.

(o) Oil, Gas, Coal, and Other Mineral Powers

The Company may do all things necessary to maintain in full force and effect any oil, gas, coal, or other mineral interests comprising part or all of the Company Property.

The Company may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the Company Property.

The Company may buy or sell an undivided interest in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for services.

The Company may execute oil, gas, coal, and other mineral leases on such terms as the Manager may deem proper, and may enter pooling,

unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties.

The Company may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments that the Manager deems proper.

The Company may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including a Company, a joint venture, a co-owners' group, a syndicate, and a corporation, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Company may employ the services of consultants or outside specialists concerning the evaluation, management, acquisition, disposition, or development of any mineral interest.

(p) Powers of Attorney

The Company, by and through the Manager, may execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the Company.

The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Manager could have exercised.

(q) Real Estate Powers

The Company may purchase and sell interests in real estate and make leases and grant options to lease for any term, even though the term may extend beyond the term of the Company.

The Company may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

The Company may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

The Company may elect to insure, as it deems advisable, all actions contemplated by this subsection.

The Company may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the Company Property or the income therefrom.

The Company may likewise partition or exchange real property, in whole or in part, for other real or personal property; grant easements or charges of any kind; release, convey, or assign any right, title, or interest in or about an easement appurtenant to the property; alter, repair, add to, or take from buildings on the premises; purchase or hold real property, improved or unimproved; act as trustee of any land trust of which the Company is a

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beneficiary; convey title to the real estate subject to such land trust, and execute all documents pertaining to the property subject to such land trust, act in all matters regarding such land trust and execute assignments of all or any part of the beneficial interests in such land trust.

(r) Sale, Lease, and Other Dispositive Powers

The Company may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the Company Property.

The Manager may deal with the Company Property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of the Company as the Manager deems advisable.

The Manager may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the Company Property in all other ways in which a natural person could deal with property.

(s) Securities Powers

The Company may acquire, hold, and sell:

Publicly traded securities, including stocks, bonds, warrants, options, futures, mutual funds, limited partnerships, real estate investment trusts, diversified asset funds including international investments, and investment funds.

Obligations of the United States government or of any, state, municipality, state agency or foreign government.

Cash deposits, money market funds, brokerage company investment and money market accounts, certificates of deposit, savings accounts, and checking accounts, without limitation as to the location of the account or depository.

In addition to those other securities powers granted throughout this Article, the Company may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as Company Property.

The Company may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

(t) Settlement Powers

The Company may pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend, or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company.

(u) Surety and Indemnity Powers

The Company may execute and deliver any surety, indemnity, or similar agreement to any person, firm, or corporation that is reasonably necessary or required concerning the business activities of the Company and may pledge or mortgage the assets of the Company to secure such surety or indemnity obligation.

(v) Environmental Powers

The Company shall have the power to refuse to accept property if the Company determines that there is a substantial risk that such property is contaminated by any hazardous substance or has previously, or is currently, being used for any activities directly or indirectly involving hazardous substances that could result in liability to the Company assets. "Hazardous substance" shall mean any substance defined as hazardous or toxic by any federal, state, or local law, rule, regulation, or ordinance.

The Company shall have the power to inspect any Company property to determine compliance with any environmental law affecting such property or to respond to any environmental law affecting property held by the Company. "Environmental Law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

The Manager shall have the power to take any necessary action to prevent, abate, clean up, or otherwise respond to any actual or threatened violation of any environmental law affecting Company property prior to or after the initiation or enforcement of any action by any governmental body.

The Manager may disclaim or release any power granted to it or implied by any document, statute, or rule of law that the Company determines may cause the Company to incur liability under any environmental law.

The Company may charge the cost of any inspection, review, prevention, abatement, response, cleanup, or remedial action authorized under this power against the Company property.

The Company shall not be liable for any decrease in value of the Company property because of the Company's compliance with any environmental law, specifically including any reporting requirement under such law.

(w) Company Act Powers

In addition to all of the powers specifically granted to the Manager in this Agreement, the Manager may exercise those rights and powers of Managers as provided under the laws of Arizona.

The Manager may perform every act reasonably necessary to administer the Company. Subject to any express limitations or contrary directions contained in this Agreement, the Manager shall have both the administrative and investment powers enumerated under this Agreement

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and any other powers granted by federal and state law with respect to a manager of a limited liability company.

Section 6.09 Creation of Advisory Committee

The Manager may establish an advisory committee ("Advisory Committee") of the Company consisting of two or more Members, beneficiaries of trusts that are Members or legal, financial or other advisors to the Manager or any Member.

(a) Annual Meetings

If the Advisory Committee is established, at least once per calendar year the Manager, on notice to each Advisory Committee member on or before the tenth day prior to the meeting, shall call a meeting of the Advisory Committee, at which the Manager shall apprise it generally of the business and affairs of the Company since the last meeting of the Advisory Committee.

(b) Committee Is Advisory Only

The Advisory Committee may make recommendations to or otherwise advise and consult with the Manager regarding the business and affairs of the Company; however, the Advisory Committee is not authorized to take any action on behalf of the Company or to compel the Manager or any Member to take any action. The Advisory Committee may make a report of the meeting to the Members.

(c) Payment of Expenses Authorized

An Advisory Committee member shall be entitled to payment from the Company for its expenses relating to attendance at meetings of the Advisory Committee.

Article Seven The Manager

Section 7.01 Manager

Maria Del Carmen Gonzales and Anthony Daniel Gonzales are appointed as Managers of the Company. The Manager shall manage and administer the property of the Company and perform all other duties prescribed for a Manager by the laws of Arizona. The Company must have at all times at least one Manager. No other Person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law. A Manager shall have no personal liability for the obligations of the Company.

Section 7.02 Extent and Scope of Services

During the existence of the Company, the Manager shall devote such time and effort to the Company business as the Manager, in its sole discretion, determines to be necessary to promote adequately the interest of the Company and the mutual interest of the Members.

(a) Full Time Not Required

It is specifically understood and agreed that the Manager and its Affiliates shall not be required to devote full time to Company business.

(b) Other Ventures

The Manager and any of the Manager's Affiliates may engage in and possess interests in other business ventures of any and every type or description, independently or with others. Neither the Company nor any Member shall have any right, title, or interest in or to such independent ventures of the Manager. The Manager and the Manager's Affiliates may compete with the Company through any such independent venture without liability to the company for so doing.

The Manager is under no obligation to present any investment opportunity to the Company even if such opportunity is of a character that if presented to the Company, could be taken by the Company for its own account.

(c) Duty of Manager

In carrying out the duties of the Manager under this Agreement, the Manager shall act in the best interests of the Members but shall not be deemed to be a fiduciary for the Members. In this regard, the Manager may not act in any manner contrary to this Agreement; receive extra compensation not provided in this Agreement; take a Company or derive a secret personal profit from dealing with the Company.

(d) Employment of Professionals

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The Manager may employ such brokers, agents, accountants, attorneys, and other advisors as the Manager may determine to be appropriate for the management of the Company business.

Section 7.03 Indemnification and Hold Harmless Provision

This provision is intended to supplant any provision of Arizona law to the contrary. The Manager shall not be liable, responsible, or accountable in damages or otherwise to any Member for any loss or damage incurred because of any act or omission performed or omitted by the Manager in good faith on behalf of the Company and in a manner reasonably believed by the Manager to be within the scope of the authority granted to the Manager by this Agreement and in the best interests of the Company.

(a) Gross Negligence or Willful Misconduct

A Manager shall be personally liable, responsible, and accountable, in damages or otherwise, to any Member or the Company if the Manager is guilty of fraud, intentional breach of this Agreement, gross negligence or willful misconduct with respect to an act or omission.

(b) Good Faith Acts or Omissions

Any act or omission performed or omitted by a Manager on advice of counsel to the Company shall be conclusively deemed to have been performed or omitted in good faith.

(c) No Personal Liability for Capital Contributions

The Manager shall not be personally liable for the return of the capital contribution of any Member, or any portion thereof, it being expressly understood that any such return shall be made solely from Company assets.

(d) Indemnity Provisions

The Company shall indemnify and hold the Manager harmless from and against any loss, expense, or damage suffered by the Manager resulting from any act or omission of the Manager relating to the Company. However, the Company shall not be required to indemnify the Manager for any loss, claim, expense, or damage incurred as a result of the willful misconduct, gross negligence or fraud of the Manager.

Section 7.04 Voluntary Withdrawal of a Manager

Any Manager may resign at any time, without prejudice to any rights of the Company under any contract to which the Manager is a party, by giving written notice to the Members. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.05 Removal of a Manager

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A Manager may be removed as Manager for cause by the affirmative vote of at least 85% of the Membership Interests, excluding the Manager at issue if he or she is also a Member of the Company. The term "for cause" shall mean and include:

Any material act of self-dealing by a Manager;

Any material act constituting gross negligence, willful misconduct, or fraud;

Any act constituting the willful and intentional disregard of a directive of the Members pursuant to a vote on a matter in which the Members have a vote under this Agreement or under the laws of the State of Arizona.

The term "material" identifies a significant monetary damage to the Company as the result of the act or omission to act by a Manager constituting self-dealing, gross negligence, or fraud.

The term "material" does not include incidental or insignificant monetary damage to the Company, monetary damages incurred by someone who is not a Member and for which the Company is not liable, or an intangible loss or damage that cannot be valued under the fair market valuation standards of federal tax law as reflected in pronouncements such as Revenue Ruling 59-60.

If the issues of self-dealing, willful misconduct, gross negligence, or fraud, and material damage to the Company are conclusively resolved against the Manager by a court of competent jurisdiction or decision of the arbitrator in binding arbitration conducted under the terms of this Agreement or by agreement of the Manager, the voting attributes of a Manager's Membership Interest, shall be disregarded in obtaining the required vote to remove the Manager.

Section 7.06 Events Not Considered Withdrawal of Manager

Notwithstanding any provision in the Act, none of the following events shall be an event of withdrawal:

The Manager becoming the subject of an order for relief or being declared insolvent in any federal or state bankruptcy or insolvency proceeding, or

The revocation of an entity Manager's charter and the expiration of 90 days after the date of notice to the entity Manager or revocation without a reinstatement of its charter.

Section 7.07 Additional Managers

At any time, upon the unanimous consent of the Members, any person (including a Member) may be designated a Manager. If all of the Managers withdraw, are removed, or otherwise cannot serve as Managers for any reason, a majority of the Membership Interests of the Members shall, within 90 days after the date the last remaining Manager ceased to serve, designate one or more new Managers. Any person becoming a Manager will automatically have the rights, authorities, duties, and obligations of a Manager under this Agreement.

Section 7.08 Compensation and Expenses of Manager

The Manager shall be entitled to receive a reasonable salary or other compensation for services rendered. The Manager shall be entitled to be reimbursed for any and all reasonable costs and expenses actually incurred by the Manager in connection with the operation of the Company business.

Section 7.09 Bond

No person or entity shall be required to furnish bond or other security as a prerequisite to service as the Manager.

Section 7.10 The Manager's Responsibility to File Necessary Forms and Make or Terminate Elections

The Manager shall prepare, or cause to be prepared, and execute, acknowledge and take all action necessary to assure prompt and timely filing of the following:

The Articles of Organization and any amendments thereto according to this Agreement;

Any and all state and federal tax returns, reports, and forms;

Any and all state and federal tax elections or terminations thereof deemed by the Manager to be in the best interest of the Company.

Article Eight The Members

Section 8.01 Names and Addresses of Members

All Members of the Company, past and present, and their last known business, residence or mailing address shall be listed on Exhibit A, attached hereto and incorporated and made a part hereof by reference. The Manager shall be required to update Exhibit A from time to time as necessary to accurately reflect the information therein.

Section 8.02 Limited Liability of Members

Except as provided in Article Four, no Member shall be required to make any contribution to the capital of the Company for the payment of any losses or for any other purposes; nor shall any Member be responsible or obligated to any third party for any debts or liabilities of the Company in excess of the sum of that Member's unpaid required contributions to the capital of the Company, unrecovered contributions to the capital of the Company, and share of any undistributed profits of the Company.

Section 8.03 No Right to Participate in Management

No Member may participate in the management and operation of the Company's business and its investment activities or bind the Company to any obligation or liability whatsoever. However, a Member may exercise any power authorized by the Act that a Member may exercise without being considered to be taking part in the control of the business of the Company.

(a) Transfer of Title to Company Assets

A Member may not transfer legal or beneficial title to property of the Company unless, supported by an affidavit of fact, the Member acts pursuant to the limited authority prescribed by the laws of the State of Arizona relating to the winding up of the Company in the absence of a qualified Manager.

(b) Binding the Company

No Member shall perform any act that would be binding on the Company or any other Member.

(c) Incurring Expenditures

No Member shall incur any expenditure on behalf of the Company.

Section 8.04 No Right to Withdraw for a Member

No Member shall have the right to withdraw from the Company or to receive a return of any of its contributions to the Company until the Company is terminated and its affairs wound up according to the Act and this Agreement. A Member will breach this Agreement if the Member:

Attempts to withdraw from the Company,

- Interferes in the management of the Company affairs,
- Engages in conduct which results in the Company losing its tax status as a Company,
- Engages in conduct that tends to bring the Company into disrepute,
- Owns a Membership Interest that becomes subject to a charging order, attachment, garnishment, or similar legal proceedings,
- Breaches any confidentiality provisions of this Agreement, or
- Fails to discharge a legal duty to the Company.

A Member who is in breach of this Agreement shall be liable to the Company for damages caused by the breach. The Company may offset for the damages against any distributions or return of capital to the Member who has breached this Agreement.

Section 8.05 Restrictions on the Right to Withdraw for an Assignee

No Assignee shall have the right to receive a return of any of its or its Assignor's contributions to the Company until the Company is terminated and its affairs wound up according to the Act and this Agreement. An Assignee will breach this Agreement if the Assignee:

- Interferes in the management of the Company affairs,
- Engages in conduct that results in the Company losing its tax status as a Company,
- Engages in conduct that tends to bring the Company into disrepute,
- Breaches any confidentiality provisions of this Agreement,
- Brings any legal action against the Company to force the dissolution of the Company or a distribution of Company assets or for the appointment of a receiver, or
- Fails to discharge a legal duty to the Company.

An Assignee who is in breach of this Agreement shall be liable to the Company for damages caused by the breach. The Company may offset such damages against any distributions to or the Capital Account of the Assignee who has breached this Agreement.

Section 8.06 No Right to Cause Dissolution

No Member shall have the right or power to cause the dissolution and winding up of the Company by court decree or otherwise.

Section 8.07 Waiver of Partition

Each Member, on behalf of itself, its successors and its assigns, hereby waives any rights to have any Company property partitioned.

Section 8.08 Expulsion of a Member

The Company may only expel a Member for violation of this Agreement or for failing to make the Capital Contributions as required in Article Four. Such expulsion shall require

the unanimous consent of all Managers and Members, excluding the Member to be expelled, in accordance with the provisions of Section 6.06(b). If a Member to be expelled is also a Manager, such Member shall first be removed as a Manager as provided in Section 7.05. Upon expulsion, the expelled Member will lose all rights as a Member of the Company, and the expelled Member's interests shall be converted to that of an Assignee.

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Section 8.09 Voting

Members, but not Assignees, shall have the right to vote on the following matters:

- Removal of the Manager;
- Election of a successor Manager;
- Termination and dissolution of the Company;
- Amendment of this Agreement;
- The extension of the term of the Company; and
- Any matter requiring the vote of the Members as set out elsewhere in this Agreement or in the Act.

Members may vote by written consent, with or without a formal meeting. Assignees may not vote.

Section 8.10 Access to Information

Subject to the provisions of this Section, each Member is entitled to all information regarding the Company under the circumstances and subject to the conditions stated in this Agreement and the Act.

An Assignee has no right to information regarding the Company. Though Assignees are not entitled to information, if they have or acquire information, they are subject to the confidentiality provisions of this Section as those provisions apply to Members.

(a) Confidential Information

The Members acknowledge that they may receive information regarding the Company in the form of trade secrets or other information that is confidential, the release of which may be damaging to the Company or to persons with whom it does business.

Each Member shall hold in strict confidence any information it receives regarding the Company that is identified as being confidential and may not disclose it to any person other than another Member, except for disclosures:

Compelled by law (but the Member must notify the Manager promptly of any request for that information, before disclosing it, if practicable),

To advisors or representatives of the Member of the Company, but only if they have agreed to be bound by the provisions of this Section, or

Of information that Member also has received from a source independent of the Company that the Member reasonably believes it obtained without breach of any obligation of confidentiality.

(b) Enforcement Through Specific Performance

The Members acknowledge that breach of any provision of this Section may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the provisions of this Section may be enforced by specific performance.

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Article Nine Meetings & Notice

Section 9.01 Special Meetings

Special meetings of the Members or Managers may be called by a Majority in Interest of the Members or Managers. Special meetings of the Members or Managers shall be called upon delivery to the Members or Managers of notice of a special meeting of the Members or Managers given in accordance with this Agreement.

Section 9.02 Notice of Meetings

The Company shall deliver notice (stating the date, time, and place of any meeting of the Members or Managers and a description of the purposes for which the meeting is called) to each Member or Manager of record entitled to vote at the meeting at such address as appears in the records of the Company at least two, but no more than thirty, days before the date of the meeting.

Section 9.03 Waiver of Meeting Notice

A Member or Manager may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's or Manager's attendance at any meeting, in person or by proxy, waives objection to lack of notice or defective notice of the meeting, unless the Member or Manager, at the beginning of the meeting objects, to holding the meeting or transacting business at the meeting and waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member or Manager objects to considering the matter when it is presented.

Section 9.04 Voting by Proxy

The Members or Managers may appoint a proxy to vote or otherwise act for the Members or Managers pursuant to a written appointment form executed by the Member or Manager or such person's duly authorized attorney in fact. An appointment of a proxy is effective when received by the secretary or other officer or agent of the Company authorized to tabulate votes. The general proxy of a fiduciary is given the same effect as the general proxy of any other Member or Manager. A proxy appointment is valid for 11 months unless otherwise expressly stated in the appointment form, or unless such authorization is revoked by the Member or Manager who issued the proxy.

Section 9.05 Action by Consent

Any Action required or permitted to be taken at a meeting of the Members or Managers may be taken without a meeting if the action is taken by all the Members or Managers entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken, which consents, in the aggregate, are signed by all of the Members or Managers entitled to vote on the action and delivered to the Company for inclusion in the minutes.

Section 9.06 Quorum

A quorum for a meeting of the Members shall be the Members holding at least two-thirds of the Membership Interests.

Section 9.07 Presence

Any or all Members or Managers may participate in any meeting of the Members or Managers by, or through the use of, any means of communication by which all Members or Managers participating may simultaneously hear each other during the meeting. A Member or Manager so participating is deemed to be present in person at the meeting.

Section 9.08 Conduct of Meetings

At any meeting of the Members or Managers, the Managers preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting, which shall be placed in the minute books of the Company.

Section 9.09 Approval or Consent of Members

Unless provided otherwise by the Act or this Agreement, any action of the Members shall require a vote or written consent of at least two-thirds of the Members in favor of such action.

Article Ten

Books, Records, and Bank Accounts

Section 10.01 Books and Records

The Manager shall keep books of account with respect to the operation of the Company. Such books shall be maintained at the principal office of the Company, or at such other place as the Manager shall determine, and all Members and their duly authorized representatives shall, at all reasonable times, have access to such books. The following records of the Company shall be kept at its principal office where they shall be subject to inspection and copying at the reasonable request and the expense of any Member during ordinary business hours:

A current list of the full name and last known address for delivery of notices of each Manager and or Member (in alphabetical order);

A copy of the Articles of Organization and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;

Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

Copies of this Agreement, as amended, and of any financial statements of the Company for the three most recent years; and

Any other documents required by law.

Section 10.02 Accounting Basis and Fiscal Year

The books of account of the Company shall be kept on a method authorized or required by the Internal Revenue Code and as determined by the Manager, and shall be closed and balanced at the end of each Company year. The fiscal year of the Company shall be the period authorized or required by the Internal Revenue Code, and as determined by the Manager.

Section 10.03 Reports

The Manager shall provide to each Member within a reasonable time after the end of each fiscal year such information as is necessary to allow each Member to prepare and file its federal, state and local income tax returns. All financial statements and reports shall be prepared at the expense of the Company.

Section 10.04 Bank Accounts and Company Funds

All cash receipts shall be deposited in the Company's bank or other depository accounts maintained by the Manager.

(a) Accounts Are Property of the Company

All accounts used by or on behalf of the Company shall be and remain the property of the Company, and shall be received, held and disbursed by the Manager for the purposes specified in this Agreement.

(b) No Commingling of Funds

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Company funds shall not be commingled with other funds.

Article Eleven

Admission of Additional Members

Section 11.01 Admission by Consent of Members

No person, firm, corporation, trust, partnership, limited liability company, or other legal entity shall be admitted to the Company as an additional Member without the unanimous consent of all the Members.

Section 11.02 Capital Contributions and Fair Market Value

The fair market value of any property other than cash or publicly-traded securities to be contributed by an additional Member as its initial Capital Contribution shall be agreed upon by the additional Member and the holders of a majority of the Membership Interests before contribution, or, alternatively, shall be determined by a disinterested appraiser selected by the Manager.

Section 11.03 Limitations

Notwithstanding the provisions of Section 11.01, no additional Member shall be admitted until such prospective Member also completes the following actions:

Provides evidence satisfactory to the Manager that such an admission will not violate any applicable securities law or cause a termination of the Company under applicable provisions of the Code; and

Pays all reasonable expenses connected with such admission; and

Section 11.04 Admissions in Violation of this Article

Any admission of an additional Member in violation of this Article Ten shall be null and void and of no force and effect whatsoever.

Article Twelve

Transfer of Membership Interests by a Member

Section 12.01 Restrictions on Transfer

Except as provided in this Article, a Member is prohibited from selling, assigning, transferring, mortgaging, pledging, encumbering, hypothecating, or otherwise disposing of (collectively hereinafter referred to in this Article as "transferring" or "transfer," as the case may be) all or any part of a Membership Interest without the consent of the Manager. The Manager has no obligation to give such consent, nor will it be subject to liability for withholding consent.

Any attempted transfer of a Membership Interest or the admission of a Substitute Member in violation of the provisions of this Article is null and void.

Section 12.02 Transfer of Interest

A Member is prohibited from transferring all or any part of its Membership Interest without first offering in writing to sell the interest to the Company and to all other Members as provided in this Section.

(a) Notice

A Member desiring to transfer its Membership Interest must first give notice to the Company and to all other Members of its desire to transfer, which notice must include the following.

(1) Written Offer

The Member must attach to the notice any written offer or a written explanation or any oral offer of a prospective purchaser to acquire the Company Interest whether or not the offer is from an existing Member. This notice must be complete in all details respecting the purchase price and terms of payment.

(2) Genuine Offer

The Manager must certify in the written notice that the offer is genuine.

(b) Right to Purchase

Upon receiving notice of a Member's desire to sell a Membership Interest, the Company shall have the first right to purchase all or any portion of the Membership Interest according to the terms of the offer except as modified below. The Company, acting through the Manager, may exercise this first right to purchase by giving notice of its intent to purchase to the Member desiring to transfer its Membership Interest within 90 days following the date on which the Member's notice is delivered to the Company.

If the Company fails to give notice of its intention to purchase the Membership Interest within 90 days, or gives notice of its intent not to purchase the Membership Interest, any Member shall have the right to purchase all or any portion of the Membership Interest according to the terms of the offer except as modified below. A Member may exercise this right to purchase by giving notice of its intent to purchase to the Member desiring to transfer its Membership Interest within one hundred 120 days following the date on which the Member's notice is delivered to the Company. If more than one Member exercises the right to purchase the same Membership Interest, each Member will have the right to purchase a *pro rata* share of the Membership Interest in accordance with each Member's respective Company Interest

The closing of any purchase of a Membership Interest pursuant to this Section will occur at the principal office of the Company within 150 days from the date of the notice of desire to sell.

Payment of the purchase price may be made, at the option of the purchaser, either (1) upon the payment terms of the offer, or (2) by delivery of an unsecured promissory note made by the purchaser for the amount of the purchase price. If a promissory note is given, the note shall bear a market rate of interest for such notes on the unpaid balance of principal, the principal to be payable in ten equal annual installments together with interest thereon. The first installment will be due and payable on the first anniversary of the note and subsequent installments will be due and payable on each anniversary date thereafter until the note is paid in full. The terms of the note shall provide for prepayment of the note in whole or in part at any time without penalty and shall provide for a 60 day right to cure after notice of any default on any payment before acceleration of the unpaid balance of principal and interest.

(c) Right to Transfer to Third Party

If the Company and the other Members do not exercise their right to purchase the Membership Interest, the Member desiring to transfer its Membership Interest may transfer its Membership Interest to the prospective purchaser who made the original offer for the purchase price and upon the terms and conditions contained in the original offer. The closing on any purchase pursuant to this Section must occur within a period of 60 days from the expiration of the 120 day period referred to in subsection (b) above or the earlier date upon which the Company notifies the Member desiring to transfer its Membership Interest that the Company and the other Members elect not to exercise their right to purchase. If the Membership Interest is not sold to the prospective purchaser within such 60 day period, the Member desiring to transfer its Membership Interest may not transfer its Membership Interest to the prospective purchaser without once again offering the Company such Membership Interest as provided in this Section.

Section 12.03 Assignee Interest Transferred

The transferee of a Membership Interest will be an Assignee until such time as the Assignee satisfies the requirements of Section 12.04 to become a Substitute Member. Until such time as Assignee is admitted as a Substitute Member, Assignee shall have only those rights set forth in Section 12.05 of this Agreement.

Section 12.04 Conditions Required to Become a Substitute Member

No Assignee shall have the right to become a Substitute Member unless and until all of the conditions set forth in this Section have been fully satisfied.

(a) Consent of the Members

All Members (except the assigning Member) have consented in writing to the admission of the Assignee as a Substitute Member.

(b) Assurances

The Assignee seeking admission as a Substitute Member shall furnish to the Company such assurances as the Company may request, including, without limitation, an opinion of counsel to the Company that the transferring Membership Interest has been registered for sale under the Securities Act, as amended, and under all applicable state securities laws, or that such registration is not required, and that the transfer will not cause a termination of the Company under Section 708(b) or any other provision of the Internal Revenue Code.

(c) Execution of All Other Agreements

The assigning Member and the Assignee shall execute, acknowledge, and deliver to the Company such instruments of transfer and assignments as are in form and substance satisfactory to the Company, including the written acceptance and adoption by the Assignee of this Agreement and the Assignee's execution, acknowledgment and delivery to the Manager of a Power of Attorney, the form and content of which is provided in Section 15.02.

(d) Payment of a Reasonable Transfer Fee

An Assignee shall pay a reasonable transfer fee to the Company. The Manager may, in its sole discretion, establish the amount of the transfer fee on a case-by-case basis. No transfer fee shall be required upon the voluntary transfer by a Member to an Affiliated Person or to a Charity.

Section 12.05 Rights of An Assignee

If an Assignee of a Membership Interest is not admitted as a Substitute Member because of the failure to satisfy the requirements of Section 12.04, such Assignee shall nevertheless be entitled to receive such distributions from the Company as the transferring Member would have been entitled to receive under this Agreement with respect to such Membership Interest had the transferring Member retained such Membership Interest.

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The effective date of an admission as a Substitute Member is the date on which all the remaining Members vote to accept the Assignee as a Substitute Member in accordance with this Agreement.

Until the effective date that an Assignee is admitted as a Substitute Member, both the Company and the Members may treat the assignor of the transferred Membership Interest as the absolute owner of the transferred Membership Interest except with respect to any member distributions made which are attributable to the transferred Membership Interest.

An Assignee has substantially fewer rights than a Member. Members have full access to Company records and information, while Assignees have limited access. Members have voting rights, while Assignees do not have voting rights. Members have legal and economic rights, while Assignees only have the right to receive economic benefits.

Section 12.06 Permitted Transfers

A Member may transfer its Membership Interest without the consent of the Manager to a trust for his or her benefit, to his or her spouse, to a trust for the benefit of his or her spouse, to his or her immediate family, to a trust for the benefit of his or her immediate family or to a charity or a charitable trust, so long as the proposed transfer does not:

- Cause the Company to terminate for federal income tax purposes; or
- Result in any event of default as to any secured or unsecured obligation of the Company; or
- Cause a reassessment of any real property owned by the Company; or
- Cause other adverse material impact to the Company.

The transferee of a Membership Interest transferred permitted by this Section will be admitted as a Substitute Member without the necessity of compliance with Section 12.04.

Section 12.07 Amendment

If required by law, upon the admission of a new Member, the Manager shall amend the Operating Agreement or the Articles of Organization to reflect the substitution of Members.

(a) Substitute Member Acceptance Upon Amendment

Until the Operating Agreement or Articles of Organization is amended as contemplated by this Section, an Assignee will not become a Substitute Member.

(b) Assessment of Fees

The Manager may assess the fees, costs and expenses of any amendments made by reason of the admission of a Substitute Member against the Substitute Member whose entry into the Company, in the opinion of the Manager, necessitates such amendment.

Section 12.08 Death or Disability of a Member

This Section applies to the death or disability of a Member.

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(a) Disability of a Member

The duly authorized agent of a disabled Member, acting under a durable power of attorney, or the legal representative of a disabled Member, acting under appropriate legal authority, may exercise all of the Member's rights and voting authority and is entitled to receive distributions of cash or other property from the Company on behalf of the Member. If there is more than one agent or legal representative entitled to act for a disabled Member, the Manager shall designate in writing the agent or legal representative entitled to act on behalf of the disabled Member.

(b) Death of a Member

If a Member is an individual person (as opposed to an entity that survives the person, such as a corporation, partnership or limited liability company) or if an individual person is the beneficiary of a trust that holds a Membership Interest and such person has, pursuant to the terms of that trust, a power to appoint the assets of the trust upon his or her death, the Membership Interest held by that person or trust may pass as the interest of an Assignee to:

- One or more members of the Immediate Family;
- a trust established for the benefit of one or more members of the Immediate Family; or
- a Charity or Charitable Trust.

Such interest may pass under the last will and testament of the individual, duly admitted to probate, under the dispositive provisions of the trust in which the individual holds the power of appointment, or under a written and acknowledged beneficiary designation delivered by the individual to a Manager prior to the death of the beneficiary or beneficiaries.

Such interests shall only be the interest of an Assignee.

(c) Personal Representative's Rights and Duties

Upon the death or disability of an individual Member or holder of an Assignee interest, the personal representative of the individual Member or holder of such interest shall have the same rights with respect to the Membership Interest or Assignee interest as those held by the deceased person for the purpose of settling or managing the Member's or holder's estate.

(d) Transferee Bound By This Agreement

A transferee of any transfer under this Section shall be bound by all of the terms and conditions of this Agreement.

Section 12.09 Transfers Which May Result in Termination of Company

Notwithstanding anything in this Agreement to the contrary, no Member shall transfer all or any portion of its interests in the Company if such transfer would, in the sole and

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unreviewable opinion of the Manager, result in the termination of the Company under the then applicable provisions of the Internal Revenue Code or of the Act.

Section 12.10 Limited Members May Vote Transferred Interests

A Member shall, solely for the purpose of determining the Membership Interest held by it in weighing its vote, be deemed the holder of any Membership Interests assigned by the Member with respect to which the Assignee has not become a Substitute Member.

Section 12.11 Opinion of Counsel

In addition to the other requirements of this Article, no Member may sell, transfer, assign, give or encumber a Membership Interest without first delivering to the Manager, upon the Manager's request, a written opinion of counsel (in a form satisfactory to the Manger) to the effect that such sale, transfer, assignment, gift or encumbrance:

will not result in a termination of the Company within the meaning of the Act or Section 708(b) of the Internal Revenue Code; and

does not violate any applicable federal or state securities law.

Section 12.12 Non-Recognition of an Unauthorized Transfer or Assignment

The Company shall not be required to recognize the purported interest in the Company of any transferee or Assignee who has obtained such purported interest as a result of a transfer or Assignment of ownership that is not an authorized transfer or Assignment. If the ownership of a Membership Interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from a Membership Interest or the interest of an Assignee, the Company may accumulate the income until this issue is finally determined and resolved. Accumulated income shall be credited to the capital account of the Member or Assignee whose interest is in question.

Section 12.13 Creditor Rights

Upon application to a court of competent jurisdiction by a judgment creditor of a Member, or of an Assignee of an interest in the Company, the court may charge the affected interest in the Company with payment of the unsatisfied amount of the judgment, with interest. To the extent so charged, the judgment creditor has only the rights of an Assignee as defined in Section 12.05. The charging order is the exclusive remedy by which a judgment creditor of a Member or an Assignee of a Membership Interest may obtain any satisfaction from the Company toward any judgment against the Member or Assignee. Furthermore, this section does not deprive any Member or Assignee of rights under any exemption laws available to the Member or Assignee.

Section 12.14 Effect Upon a Membership Interest Acquired Without Consent

If the Membership Interest of a deceased Member passes to an individual or entity other than as permitted under Section 12.08(b) or if any person, organization or agency should acquire the interest of a Member, including voting rights, as the result of:

An order of a court of competent jurisdiction that the Company is required by law to recognize; or

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Being subject to a lawful charging order by a court of competent jurisdiction; or

A levy or other transfer of a Membership Interest, with voting rights, that the Company has not approved but that the Company is required by law to recognize, then

the Company shall have the unilateral option to acquire all or any portion of the interest of the transferee for its fair market value as the interest of an Assignee upon the following terms and conditions.

(a) Written Notice of Intent to Purchase

The Company shall have the option to acquire the interest by giving written notice to the transferee or Assignee of its intent to purchase the interest. Such notice shall be delivered within 90 days following the date of death of the deceased Member or 90 days from the date it is finally determined that the Company is required to recognize the transfer. If such notice is not timely given, the option shall lapse and be of no further force or effect.

(b) Exercise of Option and Date of Valuation

The Company shall have 180 days from the first day of the month following the month in which it delivers notice exercising its option to purchase the Membership Interest or assignee interest. The valuation date for the Membership Interest or the interest of an Assignee will be the first day of the month following the month in which notice is delivered.

(c) Written Appraisal Requirement

Unless the Company and the transferee or Assignee agree otherwise, the fair market value of a Member's Membership Interest or the interest of the Assignee to be acquired by the Company shall be determined by the written appraisal of such interest by a person or firm selected by the Company that is qualified to perform business appraisals and to value partnership interests.

(d) Acceptance or Rejection of Appraisal

If the transferee or Assignee does not accept the valuation report, it must deliver to the Company notice of rejection within 30 days from the date the transferee or Assignee is given notice of the valuation report.. If not rejected in writing within the required period, the report will be accepted as written. If rejected, closing of the sale will be postponed until the first Tuesday of the month following the month in which the valuation of the Membership Interest or Assignee interest is resolved. Until the closing, the transferee or Assignee will be considered a non-voting owner of the Membership Interest, but will be entitled to all items of income, deduction, gain or loss from the Membership Interest, plus any additions or subtractions therefrom. The transferee of the interest shall be an Assignee

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until all conditions have been satisfied for the transferee to become a Substitute Member.

(e) Date of Closing

Closing of the sale will occur at the principal office of the Company (as designated in this Agreement) at 10 o'clock A.M. on the first Tuesday of the month following the month in which the valuation report is accepted by the transferee or the month in which the valuation of the Membership Interest or Assignee interest is resolved (the "Closing Date").

(f) Payment of Terms Upon Exercise of Option

In order to reduce the burden upon the resources of the Company, the Company will have the option, to be exercised in writing delivered at the closing, to pay its purchase money obligation in 30 equal annual installments (or, if the remaining term of the Company is less than 30 years, in equal annual installments over the remaining term of the Company) with interest thereon at market rates. Market rates shall be determined as of the Closing Date and, at the option of the Company, may be adjusted annually as of the first day of each calendar year.

In determining whether the remaining term of the Company is less than thirty (30) years, the Company may assume that any option to extend the Company term will be exercised by the Members. If the option to continue is not exercised, then the balance will become due and payable immediately upon dissolution of the Company.

(1) Interest

The term "market rates" will mean the rate of interest identified as the "prime rate" by the WALL STREET JOURNAL in its Money Rates column, or, if two or more rates are reported as the "prime rate," the average of the two or more. If Sections 483 and 1274A of the Internal Revenue Code apply to this transaction, the minimum rate of interest of the purchase money obligation will be fixed at the rate of interest then required by those sections.

(2) Payment Dates

The first installment of principal, with interest due thereon, will be due and payable on the first day of the calendar year following the Closing Date, and subsequent annual installments, with interest due thereon, will be due and payable, in order, on the first day of each calendar year that follows until the entire amount of the obligation, principal and interest, is fully paid. The Company shall have the right to prepay all or any part of the purchase money obligation at any time without premium or penalty.

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(g) Suspension of Voting Rights During Option Period

Except for a Member whose Membership Interest is being acquired without its consent, neither the Assignee nor the transferee of an unauthorized transfer nor the Member or Assignee consenting to or causing the transfer will have the right to vote during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed and the Assignee or transferee is thereafter admitted as a Substitute Member in accordance with this Agreement.

Section 12.15 Assignee to Assume Tax Liability

The Assignee of a Membership Interest as well as any person who acquires a charging order against a Membership Interest shall report income, gains, losses, deductions and credits with respect to such Membership Interest for the period in which the Assignee interest is held or for the period the charging order is outstanding. The Manager shall deliver to the Assignee or the holder of such charging order, as the case may be, all Federal, State and Local tax forms required to be delivered to Members generally, indicating that the income from such Membership Interest has been allocated to the holder of the Assignee interest or the holder of charging order.

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Article Thirteen Dissolution and Termination

Section 13.01 Events of Dissolution

The Company shall be dissolved only upon the occurrence of an event described in this Section.

(a) Date Designated by the Manager

The Company shall be dissolved on a date designated by the Manager with the unanimous written consent of the Members.

(b) Judicial Dissolution

The Company shall be dissolved upon the entry of a decree of judicial dissolution by a court of competent jurisdiction.

Section 13.02 Continuation of Company

Upon dissolution, the Company shall thereafter conduct only activities necessary to wind up its affairs, unless, within 90 days after the date of the event causing dissolution, all of the remaining Members elect in writing to continue the Company.

(a) Election of Successor Manager

If an election to continue the Company is made, then a successor Manager shall be elected by a majority in interest of the Members.

(b) Operation of the Company

Upon the election of a successor Manager, the Company shall continue to operate.

(c) Continuation upon Dissolution

If, upon the dissolution of the Company for any cause, all of the remaining Members agree in writing to continue the Company, the Company shall continue for such additional term as may be agreed upon by the Members. Prior to voting on the continuation of the Company, the Membership Interest of any Member opposed to continuing the Company for an additional term or terms shall be returned to such Member and thereafter the Membership Interest of such Member shall be deemed terminated.

(d) No Manager

If there is no Manager, the Members shall designate, in the manner then required under applicable state law, one or more Managers; provided, however, that in no case shall such designation be made by the affirmative vote of less than a majority of the then outstanding Membership Interests.

Section 13.03 Effective Date of Dissolution

Absent the election to continue the Company as provided in this Article, dissolution of the Company shall be effective on the date on which the event occurs giving rise to the dissolution,

but the Company shall not be wound up until the Company's Articles of Organization is canceled and the assets of the Company have been distributed as provided in this Agreement.

Section 13.04 Operation of the Company After Dissolution

During the period in which the Company is winding up, the business of the Company and the affairs of the Members shall continue to be governed by this Agreement.

Section 13.05 Liquidation of the Company Property

Upon dissolution of the Company, the Manager or, in the absence of a Manager, a liquidator appointed by a majority in interest of the Members, shall liquidate the Company Property, apply and distribute the proceeds derived from the liquidation of the Company Property as contemplated by this Agreement, and cause the cancellation of the Company's Articles of Organization.

(a) Payment of Company Creditors and Provision for Reserves

The proceeds derived from the liquidation of Company Property shall first be applied toward or paid to any creditor of the Company who is not a Member. The order of priority of payment to any creditor shall be as required by applicable law. After payment of liabilities owing to creditors, excluding Members, the Manager or liquidator shall set up such reserves as deemed reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company.

(1) Ability to Create an Escrow Account

Any reserves for contingent liabilities may, but need not, be paid over by the Manager or liquidator to a bank to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations.

(2) Distribution of Reserves

Following the expiration of such period as the Manager or liquidator may deem advisable, such remaining reserves shall be distributed to the Members or their assigns in the order of priority set forth in the provisions of this Agreement relating to distributions to the Members.

(b) Distribution of Property After the Payment of Liabilities and Establishment of Reserves

After paying liabilities and providing for reserves, the Manager or liquidator shall satisfy any debts owed to Members with the remaining net assets of the Company, if any, and then distribute any remaining assets to the Members in proportion to their positive Capital Account balances.

(c) Non-Cash Assets

If any part of the net assets distributable to the Members consists of notes or accounts receivable or other non-cash assets, the Manager or liquidator may take whatever steps it deems appropriate to convert such assets into cash or any other form to facilitate distribution. If any assets of the Company are to be distributed

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in kind, such assets shall be distributed on the basis of their fair market value at the date of distribution, as determined by the Manager or liquidator.

Section 13.06 Company Property Sole Source

The Members shall look solely to the Company Property for the payment of any debts or liabilities owed by the Company to the Members and for the return of their capital contributions and liquidation amounts. If the Company Property remaining after the payment or discharge of all of its debts and liabilities to persons other than Members is insufficient to return the Members' capital contributions, the Members shall have no recourse against the Company or any other Members, except to the extent that such other Members may have outstanding debts or obligations owing to the Company.

Section 13.07 Sale of Company Assets During Term of the Company

The sale of Company Property during the term of the Company shall not be considered a liquidation of the Company and therefore is not a dissolution and termination as defined under this Article. The Manager shall have the power to reinvest the sale proceeds in other property, real and personal, tangible or intangible, that satisfies the business purposes for this Company. Further, the Manager may participate in any real property exchange as defined in Code Section 1031 if this fulfills the business purposes of this Company.

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Article Fourteen

Dispute Resolution Provisions

Section 14.01 Creation of the Procedure

The procedure outlined in this Article is to be used to resolve any dispute, contest, or claim that may result between the Members or between one or more of the Members or Managers and the Company that may relate to this Agreement. It is the objective and purpose of all parties to resolve all disputes, contests, and claims without litigation using the alternative dispute resolution procedures set out in this Article.

Section 14.02 Person Defined

The term "person" is to have the same broad meaning as the definition thereof in Section 7701(a)(1) of the Internal Revenue Code. The term "person" shall specifically include the Company, its successors and assigns, each Member or Assignee, their successors, assigns, heirs, and personal representatives. The term "each other person" identifies any person, corporation, partnership, limited liability company, trust, or other party whose interest may be affected, adversely or otherwise, by the resolution of any dispute, contest, or claim.

Section 14.03 Initiation of Procedure

Any person ("Claimant") that has a dispute, contest, or claim ("Controversy") arising out of or relating to the Company shall provide written notice to all Members and to any other person, as defined in Section 14.02 that has an interest in the controversy, describing in general terms the nature of the controversy. The notice shall designate an Independent Person who shall have the authority to settle the controversy on behalf of Claimant. Each person receiving notice ("Respondent") of the Controversy shall designate an Independent Person as a representative who shall have the authority to settle the controversy on behalf of Respondent. Written notice of the designation of the representative shall be delivered to the Claimant within 10 business days from the date the Respondent receives notice of the Controversy.

The term "Independent Person" means an individual who is not related to or subordinate to a Claimant or Respondent, is not a Member of the Company, and has no financial stake in the resolution of the Controversy other than fair and reasonable compensation for services rendered. The Independent Persons designated as the authorized representatives of the Claimants and Respondents are together referred to as the "Authorized Representatives."

Section 14.04 Commencement of Procedure

The Authorized Representatives shall conduct an initial meeting within 30 days from the date Claimant's notice is delivered to Respondents. The Authorized Representatives are authorized to collect and review all relevant evidence pertaining to the Controversy and to negotiate and make a final determination that resolves the Controversy. The resolution of the Controversy by the Authorized Representatives shall be conclusive and binding.

If the Authorized Representatives do not resolve the Controversy within 30 days from the date of their initial meeting, the Authorized Representatives shall cease direct negotiations and shall

submit the controversy to mediation. If they fail to do so, the Controversy shall be submitted to binding arbitration pursuant to Section 14.11.

Section 14.05 Selection of a Mediator

The Authorized Representatives shall have 5 business days from the date they terminate direct negotiations to submit to each other a written list of persons whom they consider to be qualified to serve as a mediator. A list of candidates may include those recognized by any court as a qualified mediator. The Authorized Representatives shall have 15 days thereafter to mutually select and designate the mediator. If they fail to do so, the Controversy shall be submitted to binding arbitration pursuant to Section 14.11.

Section 14.06 Time and Place for Mediation Conference

The Authorized Representatives shall promptly designate a mutually convenient time and place for the mediation. If they fail to do so, the Controversy shall be submitted to binding arbitration pursuant to Section 14.11.

Section 14.07 Discovery, Exchange of Information

The Authorized Representatives shall be entitled to fully discover, obtain, and review all information relevant to the resolution of a Controversy.

Section 14.08 Summary and Development of the Evidence and the Law

Each Authorized Representative shall deliver to the mediator, at least 7 days prior to the first mediation conference, a concise written summary of fact and law pertaining to the issues to be resolved in mediation. In the dispute resolution process, legal counsel may represent each Authorized Representative. Others who may participate in the mediation process shall include accountants, appraisers, and other experts whose opinions may guide the mediator in a final resolution of the Controversy.

Section 14.09 Conduct of Mediation

The mediator shall determine the format for mediation conferences. The format shall be designed to assure that both the mediator and the Authorized Representatives have an equal opportunity to hear and review the evidence and to hear and review all technical and legal presentations. The mediator shall determine the time schedule for the conduct of the mediation and shall attempt to facilitate the parties' efforts in achieving a final resolution of all issues in dispute. In the event the mediator is unable to facilitate such a final resolution, then any remaining unresolved issues shall be subject to arbitration as provided in Section 14.11.

The Authorized Representatives of each Claimant and each Respondent may, at any time prior to conclusion of mediation or arbitration, enter an agreement resolving the Controversy, and their agreement shall be conclusive and binding on all parties to the proceeding.

Section 14.10 Final Determinations are Binding on All Parties

A final determination made by the Authorized Representatives or arbitrator shall be binding upon each person who is given notice of a Controversy even though such person does not respond or designate a representative or if the designated representative of such person fails or refuses to participate in the designation of a mediator.

Two or more Claimants may designate a common representative. Likewise, two or more Respondents may designate a common representative.

The rules of mediation shall not be as established by the law of any jurisdiction but by the provisions of this Agreement.

Section 14.11 Arbitration

To the extent a final resolution of the Controversy is not made according to the alternative dispute resolution procedures provided above (which may be the case if the Authorized Representatives cannot come to agreement on the designation of a mediator), mandatory and binding arbitration of the Controversy shall be required, and the Controversy shall be settled by arbitration according to the provisions of the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction. The arbitrator may conclude arbitration proceedings without a decision if he or she determines that insufficient evidence was produced through the arbitration process to support a decision.

Section 14.12 Appraisals

If, in order to resolve a dispute, it is necessary to obtain an appraisal of the value of a Membership Interest, each of the parties to the dispute has the right to choose an appraiser or alternatively, the parties to the dispute may agree to select one appraiser. The mediator or arbitrator shall determine the weight to be given to such appraisals.

Section 14.13 Right to Seek Equitable Relief

Notwithstanding anything in this Article to the contrary, the parties shall have the right to seek temporary restraining orders, preliminary injunctions, and similar provisional, equitable relief in a court of competent jurisdiction if there is a material breach of this Agreement, and if the party seeking such equitable relief has determined in good faith that the circumstances of the breach require immediate relief.

Section 14.14 Prevailing Party is Entitled to Recover All Reasonable Costs

In any dispute between any Member or Manager and the Company or between the Members themselves, whether in mediation, arbitration or litigation, the prevailing party shall be entitled to recover all reasonable costs incurred and the losing party shall pay all such reasonable costs, including, without limitation, attorney's fees, mediation costs, arbitration costs, court costs, appraisal costs, and the cost for all expert witnesses.

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Article Fifteen General Matters

Section 15.01 Successors and Assigns

Subject to the restrictions on transfer provided in this Agreement, this Agreement, and each and every provision of it, shall be binding upon and shall inure to the benefits of the Members, their respective successors, successors-in-title, personal representatives, heirs, and assigns.

Section 15.02 Power of Attorney

Each Member (including any Substitute Member) by the execution of this Agreement, does hereby irrevocably constitute and appoint the Manager as such Member's true and lawful agent and attorney-in-fact, with full power and authority in the Member's name, place, and stead, to make, execute, sign, acknowledge, swear to, deliver, file, and record such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to:

The Company's Articles of Organization and any amendments thereto; and

The dissolution of the Company following its termination; and

Any duly adopted amendment to this Agreement; and

All such other instruments, documents, and certificates that may from time to time be required by the law of Arizona, the United States of America, or any other jurisdiction in which the Company shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement, continue, and defend the valid and subsisting existence of the Company; and

All other instruments, including, without limitation, all instruments relating to the acquisition, holding, selling, leasing, and financing of Company Property as the Manager may deem necessary or desirable to carry out the provisions of this Agreement according to its terms.

The foregoing power of attorney is hereby acknowledged to be coupled with an interest and therefore is irrevocable, and shall survive the incapacity of any Member and also survives the assignment of the Member's interest and empowers the Manager to act to the same extent for any Substitute Members or Assignees. Any Manager may exercise the power by a facsimile signature or by listing all of the Members executing the instrument with a signature of the Manager as the attorney in fact for all of them. Notwithstanding the foregoing, no attorney-in-fact hereunder shall take any action that would increase the liability of any Member beyond such Member's liability as set forth in this Agreement.

Section 15.03 Amendment

Pursuant to the power of attorney granted in this Agreement, the Manager, without the consent of the Members, may amend any provision of this Agreement or the Articles of Organization, and may execute, swear to, acknowledge, deliver, file, and record such documents as may be required in connection therewith, to reflect:

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A change in the name of the Company or the location of the principal office of the Company;

The admission, substitution, or termination of Members according to this Agreement;

A change that the Manager in its sole discretion determines to be necessary or appropriate to qualify, or to continue the qualification of the Company as a limited liability company, or a company in which the Members have limited liability under the laws of any jurisdiction, or to ensure that the Company will not be treated as an association taxable as a corporation for Federal income tax purposes;

A change that does not adversely affect the Members in any material respect or that is required or contemplated by this Agreement; or

Any other amendments similar to the foregoing.

Any amendments not similar to the foregoing shall require the written consent of 85% of the Membership Interests; provided that the amendment of any provision of this Agreement requiring the approval of a greater percentage of Membership Interests (including, by way of example, the liquidation of the Company prior to the expiration of its term), shall require the written consent of such greater percentage.

Section 15.04 Partition

No Member, nor any successor-in-interest to any Member, shall have the right while this Agreement remains in effect to have the Company Property partitioned, or to file a complaint or institute any proceeding at law, or to demand, request, or require the liquidation or dissolution of the Company, the return of capital or any specific assets of the Company, or in equity to have the Property of the Company partitioned, and each Member, on its own behalf and that of its successors, representative, heirs, and assigns, hereby waives any such right.

The Members intend that during the term of this Agreement, the rights of the Members and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successors-in-interest to assign, transfer, sell, or otherwise dispose of its interest in the Company shall be subject to the limitations and restrictions of this Agreement.

Section 15.05 No Waiver

The failure of any Member to insist upon strict performance of any provision or obligation of this Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligations under this Agreement, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

Section 15.06 Changing the Company's Situs

The situs of this Company may be changed only by the unanimous written consent of all of the Members.

Section 15.07 No Duty to Mail Articles of Organization

The Manager shall have no obligation to deliver or mail copies of the Articles of Organization or any amendments to the Members unless required to do so by the Act.

Section 15.08 General Matters

The following general matters of construction shall apply to the provisions of this Agreement:

(a) Construction

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction if the context permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this Agreement.

(c) Notices

All notices required to be given in this Agreement shall be made in writing by delivering to the party to whom the notice is given.

(d) Delivery

For purposes of this Agreement "delivery" shall mean:

Personal delivery to a party, or

Mailing by certified United States mail to the last known address of the party to whom delivery is made, with return receipt requested to the party making delivery, or

Electronic transmission by facsimile to a party, provided that such party's receipt of same is confirmed in writing or by electronic transmission back to the sending party, or

Electronic mail transmission to a party, provided that such party's receipt of same is confirmed in writing or by electronic mail transmission back to the sending party.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if such is received by the sending party, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

(e) Applicable State Law

The validity of this Agreement shall be determined by reference to the laws of Arizona, unless the situs of the Company has been changed by unanimous consent

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of the Members, in which case the validity of this Agreement shall be determined by reference to the laws of the then current situs.

(f) Duplicate Originals

This Agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

(g) Severability

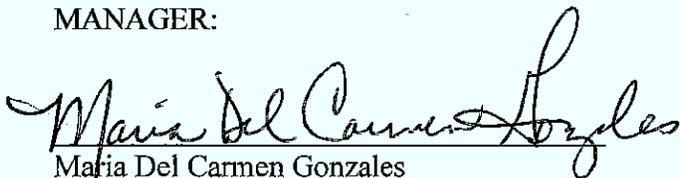
If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Agreement. The remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if the invalid provision had never been included.

(h) Acceptance

Each Manager and Member hereby acknowledges and confirms that he, she, or it has reviewed this Agreement, accepts all its provisions, and agrees to be bound by all the terms, conditions, and restrictions contained in this Agreement.

IN WITNESS WHEREOF, the Members and the Manager have executed this Operating Agreement as of the day and year first above written.

MANAGER:

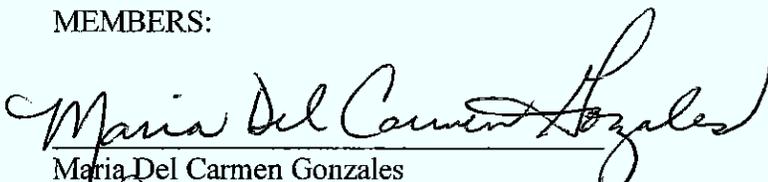


Maria Del Carmen Gonzales



Anthony Daniel Gonzales

MEMBERS:



Maria Del Carmen Gonzales



Anthony Daniel Gonzales

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ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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3/20/10
P1050686
KIP

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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 DLIC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLIC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

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

Liquor License #

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

06070278

(If the location is currently licensed)

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

2. Name: Gonzales Maria Del Carmen Date of Birth: _____
Last First Middle (NOT a Public Record)

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

4. Place of Birth: Phoenix AZ USA Height: 5'5" Weight: 200 Eyes: Br Hair: Br
City State Country (not county)

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

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

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

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

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: Estrella Vista Reception Center Premises Phone: 623-932-4455

11. Physical Location of Licensed Premises Address: 1411 N. Eliseo C. Felix Jr Way Avondale Maricopa 85323
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)
04/2005	CURRENT	Owner	Estrella Vista Reception Center 1411 N. Eliseo C. Felix Jr Way, 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
03/2009	CURRENT	Own				
10/2008	08/2009	Rent				
05/2005	10/2008	Rent				

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?
 If you answered YES, how many hrs/day? 12, and **answer #14a below**. If NO, skip to #15. YES NO

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

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 affidavit.
 Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

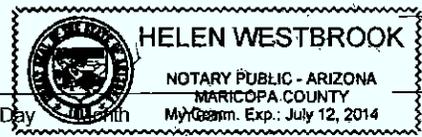
20. I, Maria del Carmen Gonzales, hereby declare that I am the APPLICANT/REPRESENTATIVE
 (print full name of Applicant)
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

Maria del Carmen Gonzales
 (Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 21 day of April 2011
 Month Year

My commission expires on:



Helen Westbrook
 (Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____
 Month Year

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

 (Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
 Day Month Year

68794

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

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CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Carmen M. Gonzales
Full Name (please print)

Carmen M. Gonzales
Signature

1-10-11
Training Completion Date

Training Completion Date

1-10-14
Certificate Expiration Date

Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	MANAGEMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	OFF SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Estrella Vista Reception, Inc
Name of Licensee

Business Name

07070178
Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102
Address

Address

Phoenix
City

AZ
State

85012
Zip

(602) 285-1396
Daytime Contact Phone #

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Jeff M. Hill
Name of Trainer (please print)

[Signature]
Trainer Signature

1-10-11
Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

- Owner(s)
- Licensee/agent or manager(s) actively involved in daily business operation

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Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

68359

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th-Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

*11 APR 25 Lir. Lic. AM 2 24

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Carmen M. Gonzales

Full Name (please print)

Carmen M. Gonzales

Signature

1-10-11

Training Completion Date

1-10-16

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	OFF SALE
<input type="checkbox"/> Yes	<input type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Estrella Vista Reception Inc

Name of Licensee

Business Name

07070178

Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

Phoenix

City

AZ

State

85012

Zip

(602) 285-1396

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Jett Miller

Name of Trainer (please print)

[Signature]

Trainer Signature

1-10-11

Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

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#19. We currently own a #7 license (Beer & Wine) in the state of AZ.

María del Carmen Lozales

11 APR 25 11:47 AM '24

802-657

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

(602) 542-5141

AC
802-657

'11 APR 25 LIQ. LIC. PM 2 24

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 DLIC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLIC. 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 #

06070278

(If the location is currently licensed)

1. Check appropriate box

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only)
--	--	---

2. Name: Gonzales Anthony Daniel Date of Birth: _____
Last First Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License # _____ State: AZ

4. Place of Birth: Phoenix AZ USA Height: 5'11" Weight: 180 Eyes: Br Hair: Br
City State Country (not county) (NOT a public record)

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

6. Name of Current or Most Recent Spouse: Gonzales Maria Del Carmen Date of Birth: _____
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

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

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

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: Estrella Vista Reception Center Premises Phone: 623-932-4455

11. Physical Location of Licensed Premises Address: 1471 N. Eliseo Felix Jr Way Avondale Maricopa 85323
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)
04/2005	CURRENT	Owner	Estrella Vista Reception Center 1471 N. Eliseo Felix Jr Way, Avondale AZ 85323
12/1994	11/2009	Fire Engineer	Phx Fire Dept., 450 S. 12th St, Phx, AZ 85034

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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
08/2009	CURRENT	Own				
10/2008	03/2009	Rent				
6/2005	10/2008	Rent				

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? 12, 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, Anthony Daniel Gonzales, 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 Anthony D. Gonzales (Signature of Applicant)

State of Arizona County of Maricopa

NOTARY PUBLIC STATE OF ARIZONA Maricopa County VALEIE P. CHARLEMAGNE My Commission Expires January 14, 2015 January 14, 2015 Day Month Year

The foregoing instrument was acknowledged before me this 25th day of April, 2011 (Month) Year Value P. Charlemagne (Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____ Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____ Day Month Year

68358

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov 602-542-5141

11 APR 25 11:24 AM '11

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

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ANTHONY GONZALES
Full Name (please print)

Anthony Gonzales
Signature

1-10-11
Training Completion Date

1-10-16
Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	OFF SALE
<input type="checkbox"/> Yes	<input type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Estrella Vista Reception, Inc.
Name of Licensee

Estrella Vista Reception, Inc.
Business Name

07070178
Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

Phoenix

AZ

85012

(602) 285-1396

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Tell Miller
Name of Trainer (please print)

[Signature]
Trainer Signature

1-10-11
Date

Pursuant to A.R.S. § 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

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68795

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

11 APR 25 Lique. Lic. PM 2 24

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

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ANTHONY GONZALES
Full Name (please print)

Anthony Gonzales
Signature

1-10-11
Training Completion Date

1-10-14
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	MANAGEMENT	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	OFF SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Estrella Vista Reception Inc
Name of Licensee

Estrella Vista Reception Inc
Business Name

07070198
Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

Phoenix

AZ

85012

(602) 285-1396

City

State

Zip

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Jeff Miller
Name of Trainer (please print)

[Signature]
Trainer Signature

1-10-11
Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

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#19

'11 APR 25 Lique. Lic. PM 2 24

4-25-11

I ANTHONY D. GONZALES
OWN 50% OF A #7
LIQUOR LICENSE IN ARIZONA

Anthony D. Gonzales



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 6
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

LOCATION TRANSFER

APPLICANT'S NAME: MARIA DEL CARMEN GONZALES

BUSINESS NAME: ESTRELLA VISTA RECEPTION CENTER

ADDRESS: 1471 N. ELISEO FELIX JR. WAY

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



SIGNATURE
Avondale City Police

TITLE

4.27.2011

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 3, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 6
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

LOCATION TRANSFER

APPLICANT'S NAME: MARIA DEL CARMEN GONZALES

BUSINESS NAME: ESTRELLA VISTA RECEPTION CENTER

ADDRESS: 1471 N. ELISEO FELIX JR. WAY

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Jose G. Gomez
SIGNATURE
Fire Inspector
TITLE

5/4/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 3, 2011



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 6
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

LOCATION TRANSFER

APPLICANT'S NAME: MARIA DEL CARMEN GONZALES

BUSINESS NAME: ESTRELLA VISTA RECEPTION CENTER

ADDRESS: 1471 N. ELISEO FELIX JR. WAY

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

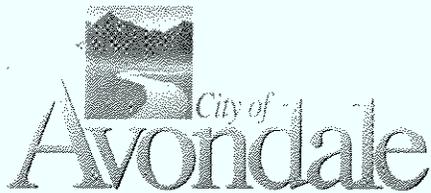
SIGNATURE
Zoning Specialist

TITLE

5/2/11

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 3, 2011



DEVELOPMENT SERVICES

MEMORANDUM

DATE: May 2, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Transfer of Ownership and Change of Liquor License from a Series 7 Beer and Wine License to a Series 6 All Spirituous Liquor License for Estrella Vista Reception Center – 1471 N Eliseo C. Felix Jr Way

The site is located north of the northeast corner of Eliseo C. Felix Jr Way and Dysart Road. The building and outdoor area are existing.

State Statute requires a minimum separation of 300 feet from school or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

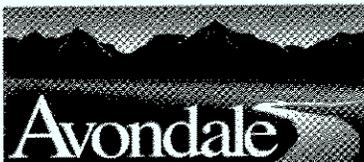
The General Plan designates the property as Employment. The site is zoned C-2 (Community Commercial District). The zoning conditionally allows for reception centers. City Council approved the Conditional Use Permit for the Estrella Vista Reception Center Expansion on July 17, 2007.

Staff recommends approval of this request.

Attachment: Aerial Photograph 2010 / 300 Foot Buffer
Zoning Vicinity Map



**Aerial Photograph 2010
300 Foot Buffer**

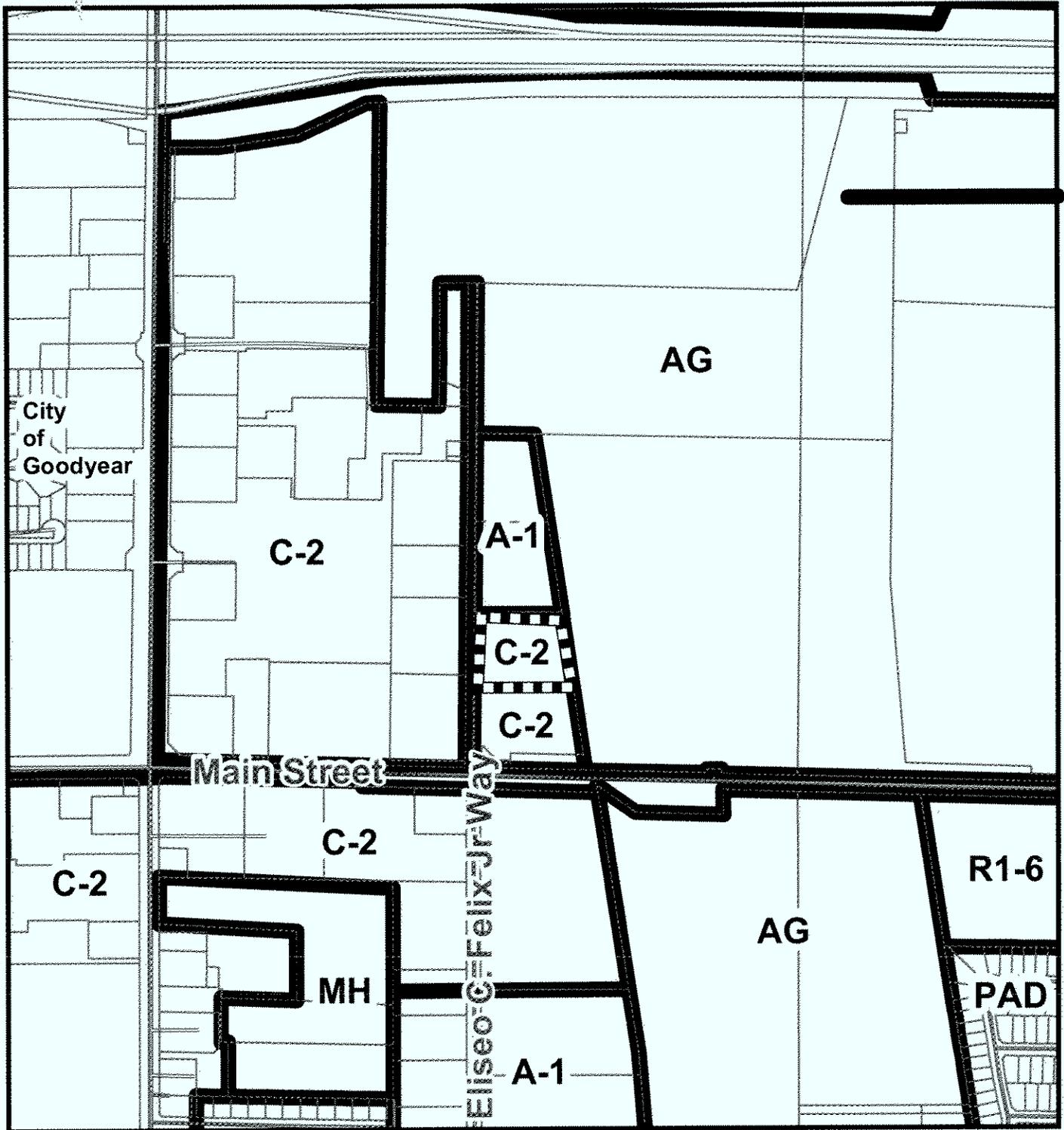


Subject Property

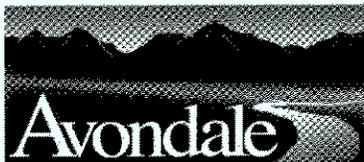


300 Foot Buffer



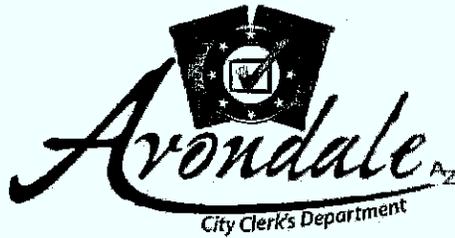


Zoning Vicinity Map



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 6
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

LOCATION TRANSFER

APPLICANT'S NAME: MARIA DEL CARMEN GONZALES

BUSINESS NAME: ESTRELLA VISTA RECEPTION CENTER

ADDRESS: 1471 N. ELISEO FELIX JR. WAY

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

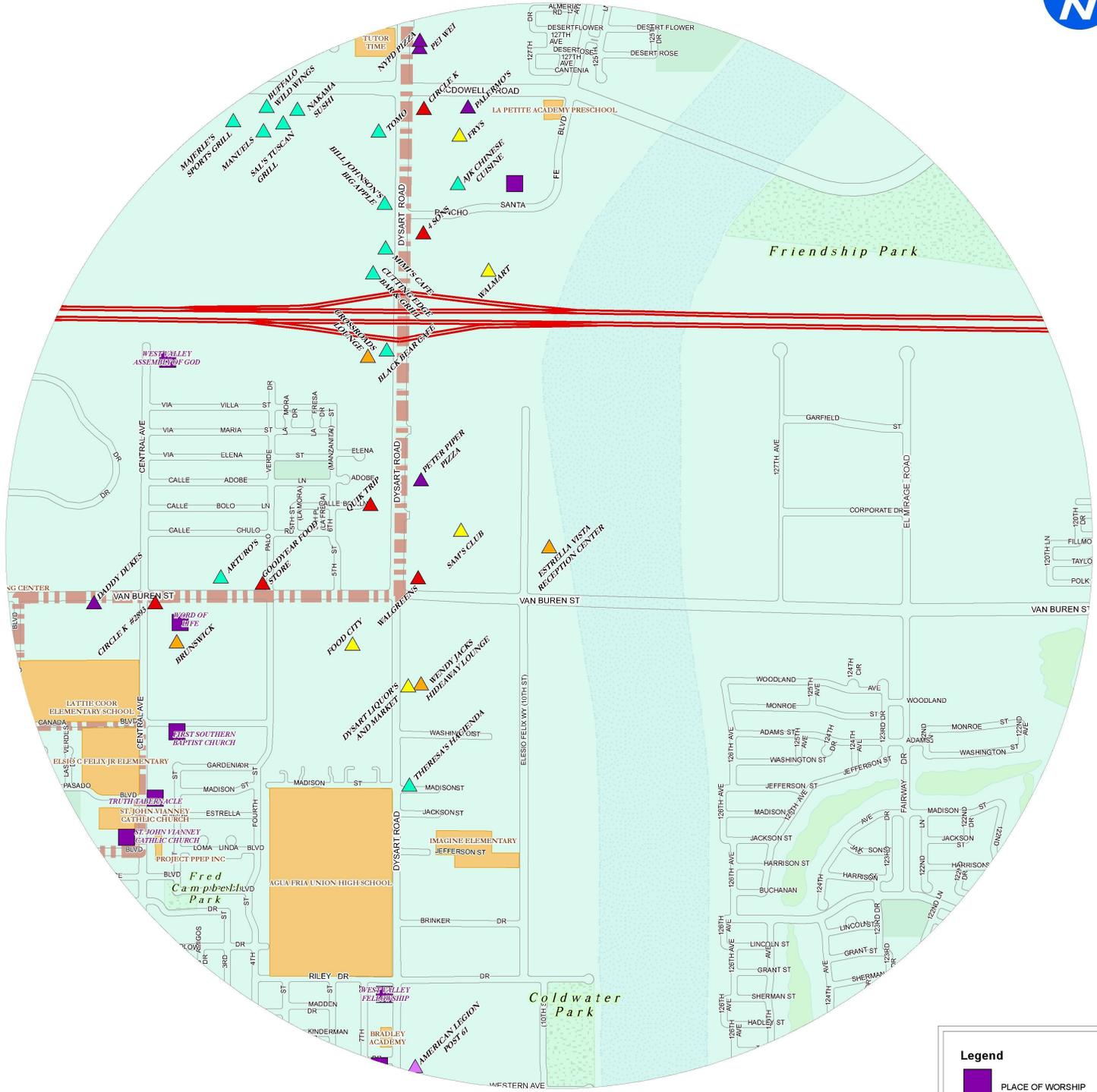
Jessica B. Hersh
SIGNATURE
Privileged Information
TITLE

5/29/11
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 16, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 3, 2011

Estrella Vista Reception Center

04.26.2011 12:31



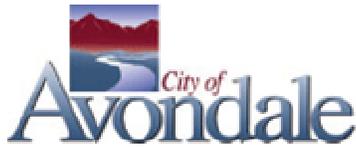
Estrella Vista Reception Center
1471 N Eliseo Felix Jr. Way
1 Mile Buffer



Avondale GIS Division of Public Works

Legend

- PLACE OF WORSHIP (Purple square)
- LIQUOR SERIES
 - SERIES 5 (Light blue triangle)
 - SERIES 6 (Orange triangle)
 - SERIES 7 (Green triangle)
 - SERIES 9 (Yellow triangle)
 - SERIES 10 (Red triangle)
 - SERIES 12 (Cyan triangle)
 - SERIES 14 (Purple triangle)
 - SERIES 15 (Blue triangle)
 - SERIES 16 (Dark purple triangle)
- SCHOOLS (Orange rectangle)



CITY COUNCIL REPORT

SUBJECT:

Appointment of Judges pro tempore

MEETING DATE:

May 16, 2011

TO: Mayor and Council
FROM: Abril Ruiz-Ortega
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council re-appoint seven judges pro tempore to one year terms expiring on June 1, 2012.

BACKGROUND:

Avondale City Code section 5-1 (f) gives the City Council the authority to appoint judges pro tempore. During its May 17, 2010 meeting, the City Council appointed pro tem judges to serve one year terms to fill in during the absence of the City Judge. Their terms expire on June 1, 2011. Judge Lynch is recommending the Council re-appoint the following to an additional one-year term through June 1, 2012:

Hon. N. Bruce Randall
Hon. Alicia Lawler
Hon. William Molner
Hon. Craig Ring
Hon. E. Evans Farnsworth
Hon. Joanne Landfair
Hon. Michael Carroll

The judges named above have been admitted to the practice of law for at least five years as required by Avondale City Code, Section 5-1 (f); have extensive judicial experience in the courts of limited jurisdiction and have completed the application, interview and selection process conducted with the help of the Avondale Human Resources department.

The panel of qualified judges authorized to serve in Avondale fill in for the absent City Judge when all sitting judges are summoned on an annual basis to judicial conferences and mandatory training. Pro tem judges also fill in during the City Judge's scheduled vacation leave and sick leave.

BUDGETARY IMPACT:

Judges pro tempore are compensated at an hourly rate of \$55.00 per hour. This rate is competitive with other West Valley courts. Funding for the pro tem judges is provided in the Court operating budget in the Professional Services account.

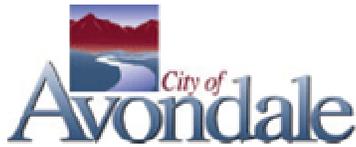
RECOMMENDATION:

It is recommended that the City Council re-appoint the existing pro tem judges listed above to one-year terms expiring on June 1, 2012.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Service and License Agreement - Icon Enterprises, Inc. (DBA CivicPlus)

MEETING DATE:

May 16, 2011

TO: Mayor and Council
FROM: Dee Anne Thomas, Information Technology
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending that the City Council approve a Service & License Agreement and an Addendum to the Service & License Agreement with Icon Enterprises, Inc. (doing business as CivicPlus) for support, maintenance and hosting services for the City of Avondale's public website in the amount of \$655.53 per month for the remaining three months (April, May and June) of fiscal year 2010-2011, \$8,103.00 for the initial one-year term effective July 1, 2011, and with the option to renew for three additional years with increases of not more than 5% per annum, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

Since its initial development by CivicPlus and launch in 2004, the City of Avondale's public website has been hosted by CivicPlus, thus preserving storage capacity on city servers and relieving the Information Technology Department of server maintenance and software support related to the website. CivicPlus service also includes regular and emergency telephone support, technical support, application support, and website maintenance and upgrades. The service also includes online website statistics software.

DISCUSSION:

The City of Avondale and CivicPlus entered into a Service & License Agreement in October 2004, and this proposed Agreement is a new, updated agreement and is modified by the included Addendum per the direction of the City Attorney. It is recommended that the City of Avondale continue the hosting, service and license with CivicPlus because it is the only reasonable and practicable source to host, service and maintain the city's website.

BUDGETARY IMPACT:

Funding for the Agreement and Addendum for the final three months (April, May and June) of the 2010-2011 fiscal year will be paid through the Information Technology Department - Other Professional Services 101-5120-00-6180. Beginning July 1, 2011 and in subsequent years, funding would be paid through the Information Technology Department's IT Applications Program - Other Professional Services funds 101-5123-00-6180.

RECOMMENDATION:

Staff recommends approval of a Service & License Agreement and an Addendum to the same with Icon Enterprises, Inc. (DBA CivicPlus) for support, maintenance and hosting services for the City's public website in the amount of \$655.53 per month for the remaining three months (April - June) of fiscal year 2010-2011, \$8,103.00 for the initial one-year term effective July 1, 2011, and with the option to renew for three additional years with increases of not more than 5% per annum, and authorize the Mayor or the City Manager and City Clerk to execute the documents.

ATTACHMENTS:

Click to download

 [Agreement](#)

Organization	City of Avondale	URL	www.avondale.org		
Street Address	11465 W. Civic Center Dr.				
Address 2					
City	Avondale	State	AZ	Postal Code	85323
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone	Charles Ralston 623-451-4337				
Emergency Contact & Mobile Phone	IT Help Desk 623-333-4357				
Emergency Contact & Mobile Phone	XX				
Billing Contact	Renee Leija	E-Mail	rleija@avondale.org		
Phone	623-333-2025	Ext.	XX	Fax	623-333-0200
Billing Address	11465 W. Civic Center Dr.				
Address 2	XX				
City	Avondale	ST	AZ	Postal Code	85323
Tax ID #	86-6000233	Sales Tax Exempt #	N/A		
Billing Terms	Annual	Account Rep	Will Spicer		
Info Required on Invoice (PO or Job #)	PO				
Contract Contact	Loretta Browning	Email	lbrowning@avondale.org		
Phone	623-333-2029	Ext.	XX	Fax	623-333-0500
Project Contact	Charles Ralston	Email	charlesr@avondale.org		
Phone	623-333-5017	Ext.	XX	Fax	623-333-0500

Terms & Conditions

THIS AGREEMENT is entered into between Icon Enterprises, Inc., doing business as CivicPlus (“CivicPlus”) and the City of Avondale, AZ (“Client”) and shall be effective for one year from July 1, 2011, with the option to renew for five additional years.

Billing & Payment Terms

1. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client’s budget year.
2. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
3. Service will be discontinued if payment is not made within 30 days after the invoice due date.
4. If the Client’s account exceeds 90 days past due, the web service may be temporarily removed from service until the Client’s account is made current. Client will be given 30 days notice prior to removal of the website for non-payment.

5. Provided the Client's account is current, at any time the Client may request an electronic copy on CD of the website Customer Content. Client agrees to pay \$250 per completed request. Upon termination of services, client may request a complimentary electronic copy of website Customer Content.

Agreement Renewal

6. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
7. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
8. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination.
9. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

Support

10. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
11. Support includes providing technical support of the CivicPlus CMS System, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
12. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the System and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
13. CivicPlus provides online website statistics software at no extra charge. If Client desires to use another website statistic software, CivicPlus will provide the necessary log file access.

Changes to Existing Service

14. Effective with this renewal, the following services will be added/deleted: None

--Remainder of this page left intentionally blank--

Annual Support, Maintenance and Hosting Fee

Current Monthly Support, Maintenance and Hosting Fee	\$655.63
Annual Increase	\$19.62
Pay this Amount (Effective July 1, 2011)	\$675.25

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

City of Avondale

Date

CivicPlus

Date

Sign and Fax this Copy

Attn: Contract Manager
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

**ADDENDUM TO THE
SERVICE & LICENSE AGREEMENT
BETWEEN
ICON ENTERPRISES, INC.
AND
THE CITY OF AVONDALE**

This ADDENDUM (“Addendum”) modifies the Service & License Agreement (the “Agreement”), executed contemporaneously with this Addendum and entered into between Icon Enterprises, Inc., a Kansas corporation doing business as CivicPlus (“CivicPlus”), and the City of Avondale, Arizona, an Arizona municipal corporation (the “Client”). All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections modify sections of the Agreement and add additional sections to the Agreement. The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms.

RECITALS

A. CivicPlus and the Client entered into a License and Services Agreement dated October 13, 2004, City contract number 13123.

B. The parties have determined that it is necessary to enter into a new agreement, according to the terms set forth in the Agreement, as modified by this Addendum.

C. The Client has determined that, because the Client established its website through CivicPlus, because CivicPlus currently maintains and services the Client’s website, because it would be cost prohibitive for the Client to transfer the maintenance and service of its website to another web host, and because CivicPlus is the only reasonable and practicable source to host the Client’s website, a sole source procurement is appropriate pursuant to the Avondale City Code, Section 25-23.

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 are hereby acknowledged, the Client and Civic Plus hereby agree as follows:

1. The first paragraph under the Terms & Conditions is amended to read as follows:

THIS AGREEMENT is entered into between Icon Enterprises, Inc., doing business as CivicPlus (“CivicPlus”), and the City of Avondale, Arizona (“Client”). The term of this Agreement shall commence on July 1, 2011 and shall continue until June 30, 2012. Unless otherwise terminated in accordance with this Agreement, this Agreement may be renewed for up to three (3) additional one-year terms.

2. Section 2 of the Agreement is amended to read as follows:
 2. Prior to the commencement of services under this Agreement, CivicPlus shall provide to the Client a single invoice or three separate, monthly invoices reflecting the prorated portion of the \$8,103.00 annual fee for one year of CivicPlus Support, Maintenance & Hosting services representing the period of April 1, 2011 through June 30, 2011. Thereafter, and unless the Agreement is terminated pursuant to Section 6 of the Agreement, CivicPlus shall invoice the Client annually, in June of each year, with such invoice reflecting an \$8,103.00 fee (as adjusted by Section 9 of this Agreement) for one year of CivicPlus Support, Maintenance & Hosting services. The Client shall pay each invoice within 30 days of receipt.

3. Section 6 of the Agreement is amended to read as follows:
 6. This Agreement may be terminated or cancelled as follows:
 - A. The Agreement may be terminated without cause by either party upon 60 days' written notice to the other party. In the event of such termination, CivicPlus shall refund to the Client a pro rata portion of the annual fee paid by the Client to CivicPlus reflecting the remaining contract term terminated hereby.

 - B. The Agreement may be terminated by either party upon written notice should the other party fail to substantially perform in accordance with the Agreement's terms, through no fault of the party initiating the termination, provided (i) the non-defaulting party has previously provided the defaulting party written notice detailing such default and (ii) the defaulting party has failed within 30 days from the receipt of such written notice to remedy the default. In the event of such termination, CivicPlus shall refund to the Client a pro rata portion of the annual fee paid by the Client to CivicPlus reflecting the remaining contract term terminated hereby.

 - C. The Agreement may be terminated by the Client upon 30 days' written notice to CivicPlus in the event that the services to be performed by CivicPlus under the Agreement are permanently abandoned. In the event of such termination, CivicPlus shall refund to the Client a pro rata portion of the annual fee paid by the Client to

CivicPlus reflecting the remaining contract term terminated hereby.

- D. The Client may, by written notice to CivicPlus, cancel the Agreement if it is found by the Client that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by CivicPlus or any agent or representative of CivicPlus to any officer, agent or employee of the Client for the purpose of securing the Agreement. In the event the Agreement is cancelled by the Client pursuant to this provision (i) CivicPlus shall refund to the Client a pro rata portion of the annual fee paid by the Client to CivicPlus reflecting the remaining contract term cancelled hereby, and (ii) the Client shall be entitled, in addition to any other rights and remedies, to recover or withhold from CivicPlus an amount equal to 150% of the gratuity.
- E. For purposes of this Agreement, written notice 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.

- 4. Section 7 of the Agreement is amended to read as follows:

In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional one-year contract term commencing July 1 and terminating June 30.

- 5. Section 9 of the Agreement is amended to read as follows:

Each year, this Agreement is in effect, CivicPlus may increase charges for Annual Support, Maintenance & Hosting services at the commencement of any contract term by no more than 5% per annum, after providing the Client with 90 days' advance written notice.

- 6. The first table listed on page 3 of the Agreement, under the heading "Annual Support, Maintenance and Hosting Fee," is deleted.

7. A new Section 15 is added to the Agreement as follows:
 15. To the fullest extent permitted by law, CivicPlus shall indemnify, defend and hold harmless the Client and each council member, officer, employee or agent thereof (the Client 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 an infringement or alleged infringement of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the design, manufacture or use of the licensed software or any associated software patches, enhancements, upgrades or improvements.
8. A new Section 16 is added to the Agreement as follows:
 16. The Agreement will be governed by and construed in accordance with the laws of the State of Arizona, and any suit pertaining to the Agreement may be brought only in courts in the State of Arizona.
9. A new Section 17 is added to the Agreement as follows:
 17. The Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Client may, within three years after its execution, cancel the Agreement, without penalty or further obligation, made by the Client or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Client 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 or agent 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.
10. A new Section 18 is added to the Agreement as follows:
 18. To the extent applicable under Ariz. Rev. Stat. § 41-4401, CivicPlus 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). CivicPlus' or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Client. The Client retains the legal right to randomly inspect the papers and records of CivicPlus and its subcontractors who work on the Agreement to ensure that CivicPlus and its subcontractors are complying with the above-mentioned warranty.

11. A new Section 19 is added to the Agreement as follows:

19. Pursuant to Ariz. Rev. Stat. §§ 35-391.06 and 35-393.06, CivicPlus certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this section the term "scrutinized business operations" shall have the meanings set forth in Ariz. Rev. Stat. §§ 35-391 or 35-393, as applicable. If the Client determines that CivicPlus submitted a false certification, the Client may impose remedies as provided by law including terminating the Agreement.

12. A new Section 20 is added to the Agreement as follows:

20. The Agreement is subject to the provisions of Ariz. Rev. Stat. § 42-17106. The provisions of the Agreement for payment of funds by the Client shall be effective when funds are appropriated for purposes of the Agreement and are actually available for payment. The Client shall be the sole judge and authority in determining the availability of funds under the Agreement and the Client shall keep CivicPlus fully informed as to the availability of funds for the Agreement. The obligation of the Client to make any payment pursuant to the Agreement is a current expense of the Client, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Client. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of then-current fiscal year and the Client and CivicPlus shall be relieved of any subsequent obligation under the Agreement.

13. A new Section 21 is added to the Agreement as follows:

21. 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. CivicPlus is advised that taxes

or Social Security payments will not be withheld from any Client payments issued hereunder and CivicPlus agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to the Agreement.

14. A new Section 22 is added to the Agreement as follows:

22. The Agreement and this Addendum may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

15. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Agreement, the documents shall govern in the order listed in this Section.

[SIGNATURES ON FOLLOWING PAGES]

“Client”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

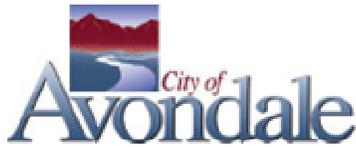
Carmen Martinez, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011,
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:



CITY COUNCIL REPORT

SUBJECT:
Purchase Agreement – Basic Chemical Solutions,
LLC

MEETING DATE:
May 16, 2011

TO: Mayor and Council
FROM: Wayne Janis, Public Works Director
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize a Purchase Agreement with Basic Chemical Solutions, LLC for the purchase of Sodium Bisulfite and Sodium Hydroxide for the Charles M. Wolf Water Resource Center in an amount not to exceed \$140,000 annually, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Sodium Bisulfite is an essential chemical used to de-chlorinate or remove all residual chlorine from plant effluent as required under by our ADEQ Permits for water discharges to the environment from the Charles M Wolf Water Resource Center. Sodium Hydroxide is used for Odor Control Scrubbers at the Charles M Wolf Water Resource Center to mitigate the sewer gas of hydrogen sulfide that accumulates in the collection system and is transported to the facility.

DISCUSSION:

City of Chandler, Arizona secured a contract price with Basic Chemical Solutions, LLC for the purchase of sodium bisulfite and sodium hydroxide. These are the same wastewater treatment chemicals that our water resource center uses in both odor control and de-chlorination processes. The term of this contract will be from May 16, 2011 through March 11, 2012 with (4) annual options to renew for a cumulative contract pricing of \$700,000. The City of Chandler contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Basic Chemical Solutions, LLC and The City of Chandler have agreed to extend the contract price to the City of Avondale.

BUDGETARY IMPACT:

Funding for this contract will be from line item 503-9230-00-7155.

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of Sodium Bisulfite and Sodium Hydroxide for use in the Charles M. Wolf Water Resource Center from Basic Chemical Solutions, LLC, using a City of Chandler contract, in an amount not to exceed \$140,000 annually and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [BCS Contract](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BASIC CHEMICAL SOLUTIONS LLC**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of May 16, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Basic Chemical Solutions LLC, a New Jersey limited liability company (the "Vendor").

RECITALS

A. After a competitive bidding process, the City of Chandler entered into Contract No. MU1-885-2936 dated March 11, 2011, with the Vendor to provide water treatment chemicals (the "Chandler Contract"). A copy of the Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase water treatment chemicals under the Chandler Contract without further public bidding, and the Chandler Contract permits its cooperative use by other Arizona municipalities including the City.

C. The City desires to purchase water treatment chemicals (the "Water Treatment Chemicals") under the Chandler Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, 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 as of the date first set forth above and shall remain in full force and effect until March 11, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Chandler Contract. After the expiration of the Initial Term, this Agreement shall automatically renew for an additional one-year term (the "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in the subsequent year and (b) the term of the Chandler Contract has been extended pursuant to its renewal options. The Initial Term and the Renewal Term (if any) are collectively referred to as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect. At least 30 days prior to the termination of the Initial Term, either party may provide written notification to the other party of its intention not to renew this Agreement.

2. Purchase of Chemicals. The Vendor shall provide the Water Treatment Chemicals on an as-needed basis pursuant to purchase orders issued by the City, at the rates and under the terms and conditions of the Chandler Contract.

3. Compensation; Payment. The City shall pay Vendor for the Initial Term and any subsequent Renewal Term, an annual aggregate amount not to exceed \$140,000.00 for the Water Treatment Chemicals at the rates as set forth in the Chandler Contract and in the quantities as set forth in purchase orders issued by the City. Vendor will be paid based upon delivery and acceptance of the Water Treatment Chemicals, and upon submission and approval of invoices. All invoices shall document and itemize materials delivered in sufficient detail to justify payment.

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 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. The City retains the legal right to randomly inspect the papers and records of Vendor and its subcontractors who work on the Agreement to ensure that Vendor and its subcontractors are complying with the above-mentioned warranty.

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 Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the Chandler Contract.

6. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

8. 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 Vendor 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.

9. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City of Chandler under the Chandler Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

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

“City”

CITY OF AVONDALE, an
Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Vendor”

BASIC CHEMICAL SOLUTIONS, LLC, a
New Jersey limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BASIC CHEMICAL SOLUTIONS LLC

[Chandler Contract]

See following pages.

CITY OF CHANDLER PURCHASE CONTRACT
WATER/WASTEWATER TREATMENT AND POOL CHEMICALS
AGREEMENT NO. MU1-885-2936

THIS AGREEMENT is made and entered into this 11 day of ^{March}~~February~~, 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Basic Chemical Solutions, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

1.1. Contract Administrator: CONTRACTOR shall act under the authority and approval of the ~~Procurement Officer~~ /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.

1.2. Ordering Instructions: Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

1.3. Ordering Process. Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.

1.4. Quarterly Usage Report. CONTRACTOR shall furnish CITY a quarterly usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. In addition, CONTRACTOR shall provide a quarterly usage report on all other agencies using this contract.

2. GOODS AND MERCHANDISE TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

2.1. Safety Standards: All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

2.2. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.3. Product Discontinuance: In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
 - If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.
- 2.4. Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

2.13. Packing and Shipping. The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

3. WARRANTIES:

3.1. Liens: CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.2. Quality: Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that all materials supplied under this contract shall be:

3.2.1. Of a quality to pass without objection in the trade under the Contract description;

3.2.2. Fit for the intended purposes for which the materials are used;

3.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

3.2.4. Adequately contained, packaged and marked as the Contract may require; and

3.2.5. Conform to the written promises or affirmations of fact made by CONTRACTOR.

3.3. Fitness: CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

3.4. Inspection/Testing: The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

4. ACCEPTANCE AND DOCUMENTATION:

4.1. Final Inspection and Acceptance. All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance.

4.2. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification.

4.3. Records. The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4.4. Audit. At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

- 4.5. **Delivery Time.** Delivery shall be made within ~~30 days~~ after receipt of a Contract Purchase Order (ARO).
- 4.6. **Delivery Documents.** All deliveries must include Material Safety Data Sheets (MSDS) for each chemical delivered. All deliveries must also include a certificate of scale weight for each chemical delivered. CONTRACTOR shall submit a Certification of Laboratory Analysis for any delivery, if requested by the City. Any difference in the laboratory analysis and the actual specifications will result in rejection of the entire load/delivery at no cost to the City. The City retains the right to make random lab analyses to insure compliance with specifications.
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed ~~One Hundred and Nine Thousand, Three Hundred Forty Nine Dollars (\$109,349)~~ for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the City of Chandler specified destinations. CONTRACTOR shall provide all necessary equipment, i.e. compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by CONTRACTOR and that the City will reimburse CONTRACTOR for privilege license taxes actually paid by CONTRACTOR. If CONTRACTOR obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. **Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days and annually prior to subsequent renewal terms thereafter until the expiration of the contract. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly

unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

- 5.8. Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.9. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers at any time during the contract.
- 6. TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
- 7. USE OF THIS CONTRACT:** CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.
- 7.1. Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.2. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 8. CITY'S CONTRACTUAL REMEDIES:**
- 8.1. Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of

its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.4. Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. TERMINATION:

- 9.1. Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

- 9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

- 9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

- 9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.
- 9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.
- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1. Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 11.2. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.3. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of

Arizona, which shall have exclusive jurisdiction over such lawsuits.

- 11.4. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.
- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY

Department: Purchasing Division
Contact: [REDACTED]
Mailing Address: [REDACTED]
Physical Address: [REDACTED]
City, State, Zip: [REDACTED]
Phone: [REDACTED]
FAX: [REDACTED]

In the case of the CONTRACTOR

Firm Name: [REDACTED]
Contact: [REDACTED]
Address: [REDACTED]
City, State, Zip: [REDACTED]
Phone: [REDACTED]
FAX: [REDACTED]

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. GENERAL TERMS:

- 14.1. Entire Agreement:** This Contract, including Exhibits A, B and C attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or

amended except by a written document, signed by authorized representatives or each party.

- 14.2. **Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 14.5. **Conflict of Interest:**
- 14.6. **No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.
- 14.7. **Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).
- 14.8. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 14.9. **Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.10. **No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.11. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this [redacted] day of [redacted] 2011.

FOR THE CITY OF CHANDLER

Jay Libman
Mayor 3-11-2011

Basic Chemical Solutions, LLC
FOR THE CONTRACTOR

By: Vinny Sharma
Signature Vinny Sharma
Operations Mgr. Santa Fe
Springs, CA

ATTEST:

Mandy Paddack
City Clerk

SEAL

ATTEST: If Corporation

Secretary

Approved as to form:

Sude K. Jee
City Attorney





Basic Chemical Solutions, L.L.C.
World Headquarters
525 Seaport Boulevard
Redwood City, CA 94063-3711
Tel: 650.261.2010
Fax: 650.261.2020

DELEGATION OF AUTHORITY

The undersigned, being the Chief Executive Officer of Basic Chemical Solutions, L.L.C., (herein called "BCS"), a limited liability company organized under the laws of the State of New Jersey, hereby authorizes Brian Young, BCS' Vice President, Global Operations to execute for and on behalf of BCS bids, contracts and other documentation required to effect sales of chemicals by BCS to municipalities for contract periods not to exceed two (2) years but on such other terms as Mr. Young shall in his judgment deem acceptable.

The undersigned further authorizes Mr. Young to subdelegate the authority given to him by this delegation of authority, with such limitations on such subdelegation as Mr. Young shall deem appropriate.


Mark J. Byrne
Chief Executive Officer

Date: November 19, 2009



Basic Chemical Solutions, L.L.C.
5 Steel Road East
Morrisville, PA 19067
Tel 800.465.8721
Fax 215.337.9510

SUB-DELEGATION OF AUTHORITY

The undersigned, being the Vice President, Global Operations of Basic Chemical Solutions, LLC, and as directed by the attached "Delegation of Authority" and authorized by Mark J. Byrne, Chief Executive Officer of Basic Chemical Solutions, LLC hereby authorizes Vinny Sharma, Operations Manager, Santa Fe Springs, CA to execute for and on behalf of BCS for the month of February, 2011



Brian Young, Vice President, Global Operations
Basic Chemical Solutions, LLC

**EXHIBIT A
TECHNICAL SPECIFICATIONS**

All chemicals shall conform to NSF International Standard 60 and/or appropriate AWWA/ANSI Standards.

Item 2 – 50% Liquid Sodium Hydroxide (Caustic Soda)

Estimated annual usage: 455,000 gallons

Delivery: Bulk and totes

Delivery Locations: Chandler (60,000 gallons), Tempe (50,000 gallons), Glendale (345,000 gallons)

Performance and/or Quality Requirements: Commercial grade 50% liquid solution.

Item 3 – 30% Liquid Sodium Hydroxide (Caustic Soda)

Estimated annual usage: 59,800 gallons

Delivery: Bulk

Delivery Locations: Chandler

Performance and/or Quality Requirements: Commercial grade 30% liquid solution.

Item 4 – 25% Liquid Sodium Hydroxide (Caustic Soda)

Estimated annual usage: 93,900 gallons

Delivery: Bulk and totes

Delivery Locations: Tempe (18,900 gallons), Glendale (75,000 gallons)

Performance and/or Quality Requirements: Commercial grade 25% liquid solution.

Item 5 – Sodium Bisulfite

Estimated annual usage: 212,550 gallons

Delivery: Bulk and drums

Delivery Locations: Glendale (20,550 gallons), Yuma (192,000 gallons)

Performance and/or Quality Requirements: 50% dilution.

Item 48 - Lime Slurry (Liquid Lime)

Estimated annual usage: 124,000 gallons

Delivery: Bulk

Delivery Locations: Tempe

Performance and/or Quality Requirements: Shall be the type and quality suitable for use in drinking water treatment.

**EXHIBIT B
PRICING**

ITEM	CHEMICAL	UOM	ESTIMATED QTY.	UNIT PRICE	EXTENDED PRICE
2	50% Liquid Sodium Hydroxide (Caustic Soda)	gal	60,000	\$ 1.706	\$ 102,360.00
	Manufacturer: Formosa				
	Product #: 12.76# per gallon				
	Packaging: Bulk (48,000 lb minimum delivery)				
3	30% Liquid Sodium Hydroxide (Caustic Soda)	gal	59,800	\$.953	\$ 56,989.40
	Manufacturer: Formosa				
	Product #: 11.11# per gallon				
	Packaging: Bulk (48,000 lb minimum delivery)				
4	25% Liquid Sodium Hydroxide (Caustic Soda)	gal		\$.779	
	Manufacturer: Formosa				
	Product #: 10.65# per gallon				
	Packaging: Bulk (48,000 lb minimum delivery)				
5	Sodium Bisulfite	gal		\$ 1.0544	
	Manufacturer: Thatcher				
	Product #: 11.04# per gallon				
	Packaging: Bulk				
48	Lime Slurry (Liquid Lime)	gal		\$ 1.56	
	Manufacturer: Basic Chemical				
	Product #: 11.2# per gallon				
	Packaging: Bulk				

Note: Estimated quantities shown are for Chandler only.

**EXHIBIT C
INSURANCE REQUIREMENTS**

1. **CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.**
2. **Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.**
3. **All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.**
4. **If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.**
5. **All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**
6. **CONTRACTOR's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.**
7. **The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or service.**
8. **The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee..**
9. **All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.**

10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR's information and belief.
11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONTRACTOR's obligations under this Agreement.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person

other than the CONTRACTOR's employees;

5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the CONTRACTOR's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONTRACTORS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading

hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

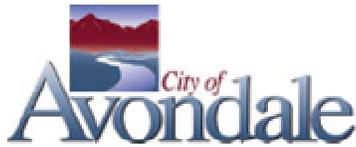
CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

C.2.5 Pollution Legal Liability

Pollution Liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the CONTRACTOR as specified in the contract's Scope of Work and which shall include:

- a. bodily injury sickness, disease, death, mental anguish or shock;
- b. property damage, including physical injury, to or destruction of property Including loss of use, clean-up costs, and loss of use of property not physically injured nor destroyed; and
- c. defense costs, including charges and expenses for investigation and claims adjustment.



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement – F2 Industries LLC

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Wayne Janis, Public Works Director

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize a Purchase Agreement with F2 Industries LLC for the purchase of Granular Calcium Hypochlorite for the Charles M. Wolf Water Resource Center in an amount not to exceed \$10,000 annually, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Granular Calcium Hypochlorite is a dry chemical used in conjunction with standard maintenance activities for the disinfection and cleaning of treatment plant components, equipment, and large facility structures.. Granular Calcium Hypochlorite has the uniform consistency and stability to provide dependable results in application for typical but infrequent use.

DISCUSSION:

The City of Chandler secured a contract price with F2 Industries LLC for the purchase of Granular Calcium Hypochlorite. The Granular Calcium Hypochlorite is the same chemical used at our water resource center for facilities and equipment maintenance disinfection. The term of this contract will be from May 16, 2011 through March 11, 2012 with (4) annual options to renew for a cumulative contract pricing of \$50,000. The City of Chandler contract was competitively advertised and bid in conformance with Avondale's procurement requirements. F2 Industries LLC and The City of Chandler have agreed to extend the contract price to the City of Avondale.

BUDGETARY IMPACT:

Funding for this contract will be from line item 503-9230-00-7155.

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of Granular Calcium Hypochlorite for use in the Charles M. Wolf Water Resource Center from F2 Industries LLC, using a City of Chandler contract, in an amount not to exceed \$10,000 annually and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [F2 Contract](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
F2 INDUSTRIES, LLC**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of May 16, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and F2 Industries, LLC, a Tennessee limited liability company (the "Vendor").

RECITALS

A. After a competitive bidding process, the City of Chandler entered into Contract No. MU1-885-2936 dated March 11, 2011, with the Vendor to provide water treatment chemicals (the "Chandler Contract"). A copy of the Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase water treatment chemicals under the Chandler Contract without further public bidding, and the Chandler Contract permits its cooperative use by other Arizona municipalities including the City.

C. The City desires to purchase water treatment chemicals (the "Water Treatment Chemicals") under the Chandler Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, 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 as of the date first set forth above and shall remain in full force and effect until March 11, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Chandler Contract. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and (b) the term of the Chandler Contract has been extended pursuant to its renewal options. 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. 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 Chemicals. The Vendor shall provide the Water Treatment Chemicals on an as-needed basis pursuant to purchase orders issued by the City, at the rates and under the terms and conditions of the Chandler Contract.

3. Compensation; Payment. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$10,500.00 for the Water Treatment Chemicals at the rates as set forth in the Chandler Contract and in the quantities as set forth in purchase orders issued by the City. Vendor will be paid based upon delivery and acceptance of the Water Treatment Chemicals, and upon submission and approval of invoices. All invoices shall document and itemize materials delivered in sufficient detail to justify payment.

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 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. The City retains the legal right to randomly inspect the papers and records of Vendor and its subcontractors who work on the Agreement to ensure that Vendor and its subcontractors are complying with the above-mentioned warranty.

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 Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the Chandler Contract.

6. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

8. 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 Vendor 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.

9. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City of Chandler under the Chandler Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

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

“City”

CITY OF AVONDALE, an
Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Vendor”

F2 INDUSTRIES, LLC, a Tennessee limited
liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
F2 INDUSTRIES, LLC

[Chandler Contract]

See following pages.

CITY OF CHANDLER PURCHASE CONTRACT
WATER/WASTEWATER TREATMENT AND POOL CHEMICALS
AGREEMENT NO. MU1-885-2936

THIS AGREEMENT is made and entered into this 11 day of ^{March} ~~February~~, 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and F2 Industries, LLC, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

1.1. Contract Administrator: CONTRACTOR shall act under the authority and approval of the ~~Procurement Officer~~ /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.

1.2. Ordering Instructions: Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

1.3. Ordering Process. Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.

1.4. Quarterly Usage Report. CONTRACTOR shall furnish CITY a quarterly usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. In addition, CONTRACTOR shall provide a quarterly usage report on all other agencies using this contract.

2. GOODS AND MERCHANDISE TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

2.1. Safety Standards: All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

2.2. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.3. Product Discontinuance: In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
- If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

2.4. Licenses: CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.

2.5. Contract Orders: CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

2.6. Advertising, Publishing and Promotion of Contract: The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

2.7. Compliance With Applicable Laws: CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

2.8. Assignment: Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.

2.9. Amendments: The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

2.10. Payment. A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.

2.11. Estimated Quantities. The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.

2.12. Current Products. All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

2.13. Packing and Shipping. The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

3. WARRANTIES:

3.1. Liens: CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.2. Quality: Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that all materials supplied under this contract shall be:

3.2.1. Of a quality to pass without objection in the trade under the Contract description;

3.2.2. Fit for the intended purposes for which the materials are used;

3.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

3.2.4. Adequately contained, packaged and marked as the Contract may require; and

3.2.5. Conform to the written promises or affirmations of fact made by CONTRACTOR.

3.3. Fitness: CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

3.4. Inspection/Testing: The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

4. ACCEPTANCE AND DOCUMENTATION:

4.1. Final Inspection and Acceptance. All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance.

4.2. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification.

4.3. Records. The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4.4. Audit. At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request,

CONTRACTOR shall produce a legible copy of any or all such records.

- 4.5. **Delivery Time.** Delivery shall be made within ~~30 days~~ after receipt of a Contract Purchase Order (ARO).
- 4.6. **Delivery Documents.** All deliveries must include Material Safety Data Sheets (MSDS) for each chemical delivered. All deliveries must also include a certificate of scale weight for each chemical delivered. CONTRACTOR shall submit a Certification of Laboratory Analysis for any delivery, if requested by the City. Any difference in the laboratory analysis and the actual specifications will result in rejection of the entire load/delivery at no cost to the City. The City retains the right to make random lab analyses to insure compliance with specifications.
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed ~~Four Hundred and Fifty Four Thousand Nine Hundred and Ninety~~ Dollars (~~\$454,990~~) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
 - 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
 - 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.
 - 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the City of Chandler specified destinations. CONTRACTOR shall provide all necessary equipment, i.e. compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR.
 - 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
 - 5.5. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by CONTRACTOR and that the City will reimburse CONTRACTOR for privilege license taxes actually paid by CONTRACTOR. If CONTRACTOR obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
 - 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
 - 5.7. **Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days and annually prior to

subsequent renewal terms thereafter until the expiration of the contract. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

- 5.8. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.9. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers at any time during the contract.
6. **TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
7. **USE OF THIS CONTRACT:** CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.
 - 7.1. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
 - 7.2. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
8. **CITY'S CONTRACTUAL REMEDIES:**
 - 8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
 - 8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
 - 8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of

contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. Right of Offset: CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. TERMINATION:

9.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

9.2. Termination for Cause: City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

9.3. Termination for Misrepresentation. CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

9.4. Cancellation for Conflict of Interest: Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

- 9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.
- 9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.
- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1. Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 11.2. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.3. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this

Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

- 11.4. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.
- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY

In the case of the CONTRACTOR

Department: 
Contact: 
Mailing Address: 
Physical Address: 
City, State, Zip: 
Phone: 
FAX: 

Firm Name: 
Contact: 
Address: 
City, State, Zip: 
Phone: 
FAX: 

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. GENERAL TERMS:

14.1. Entire Agreement: This Contract, including Exhibits A, B and C attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or

oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

- 14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 14.5. Conflict of Interest:**
- 14.6. No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.
- 14.7. Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).
- 14.8. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 14.9. Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.10. No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.11. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this
day of February 2011.

FOR THE CITY OF CHANDLER

Jay Silberman
Mayor 3-11-2011

FOR THE CONTRACTOR

By: William J. Kelly
Signature

ATTEST:

Maria Padalou
City Clerk

SEAL

ATTEST: If Corporation

Kimberly New
Secretary

Approved as to form:

Joseph J. Mc...
City Attorney



**EXHIBIT A
TECHNICAL SPECIFICATIONS**

All chemicals shall conform to NSF International Standard 60 and/or appropriate AWWA/ANSI Standards.

Item 6 – Powdered Activated Carbon (PAC)

Estimated annual usage: 487 tons

Delivery: Bulk

Delivery Locations: Chandler (475 tons), Yuma (12 tons)

Performance and/or Quality Requirements: Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANSI/NSF Standard 61 certification and must meet all applicable AWWA standards of ANSI/AWWA specification B600-10. Absorptive capacity-iodine number must be 500 or greater. Moisture content shall not exceed 10 percent at time of shipment.

Item 18 – Granular Calcium Hypochlorite (HTH)

Estimated annual usage: 19,000 pounds

Delivery: 100 pound containers

Delivery Locations: Chandler (7,000 pounds), Tempe (1,000 pounds), Glendale (8,000 pounds), Yuma (3,000 pounds)

Performance and/or Quality Requirements: 65% to 70% soluble.

**EXHIBIT B
PRICING**

ITEM	CHEMICAL	UOM	ESTIMATED QTY.	UNIT PRICE	EXTENDED PRICE
6	Powdered Activated Carbon (PAC)	ton	475	\$ 900.00	\$427,500.00
	Manufacturer: Cal-Pacific Carbon				
	Product #: PACarb Plus				
	Packaging as delivered: Bulk				
18	Granular Calcium Hypochlorite	lb	7,000	\$1.07	\$7,490.00
	Manufacturer: F2 Industries				
	Product #: Cal-Hypo				
	Packaging as delivered: 100 pound pails				

Note: Estimated quantities shown are for Chandler only.

EXHIBIT C
INSURANCE REQUIREMENTS

1. **CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.**
2. **Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.**
3. **All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.**
4. **If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.**
5. **All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**
6. **CONTRACTOR's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.**
7. **The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or service.**
8. **The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.**
9. **All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.**
10. **Information concerning reduction of coverage on account of revised limits or claims paid under**

the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR's information and belief.

11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONTRACTOR's obligations under this Agreement.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;

5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the CONTRACTOR's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONTRACTORS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90

endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

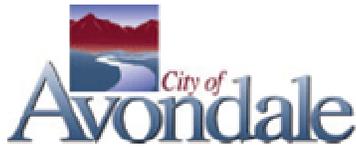
CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

C.2.5 Pollution Legal Liability

Pollution Liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the CONTRACTOR as specified in the contract's Scope of Work and which shall include:

- a. bodily injury sickness, disease, death, mental anguish or shock:
- b. property damage, including physical injury, to or destruction of property Including loss of use, clean-up costs, and loss of use of property not physically injured nor destroyed; and
- c. defense costs, including charges and expenses for investigation and claims adjustment.



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement – Hill Brothers Chemical Company

MEETING DATE:

May 16, 2011

TO: Mayor and Council
FROM: Wayne Janis, Public Works Director
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize a Purchase Agreement with Hill Brothers Chemical Company for the purchase of sodium hypochlorite for the Charles M. Wolf Water Resource Center for an amount not to exceed \$290,000 annually, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Sodium Hypochlorite is an essential chemical used to chlorinate or disinfect the effluent water of the Charles M Wolf Water Resource Center to kill and inactivate harmful pathogens commonly found in water. The process of disinfection is required under regulatory requirements set by the Arizona Department of Environmental Quality.

DISCUSSION:

City of Chandler, Arizona secured a contract price with Hill Brothers Chemical Company for the purchase of sodium hypochlorite. This is the same chemical used at our water resource center for chlorination. The term of this contract will be from May 16, 2011 through March 11, 2012 with (4) annual options to renew for a cumulative contract pricing of \$1,450,000. The City of Chandler contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Hill Brothers Chemical Company and The City of Chandler have agreed to extend the contract price to the City of Avondale.

This new agreement is less expensive than our existing agreement with Hill Brothers Chemical Co. The existing agreement will not be renewed and will be replaced by this new agreement.

BUDGETARY IMPACT:

Funding for this contract will be from line item 503-9230-00-7155.

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of sodium hypochlorite for use in the Charles M. Wolf Water Resource Center from Hill Brothers Chemical Company, using a City of Chandler contract, for an amount not to exceed \$290,000 annually and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Hills Contract](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HILL BROTHERS CHEMICAL COMPANY**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of May 16, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Hill Brothers Chemical Company, a California corporation (the "Vendor").

RECITALS

A. After a competitive bidding process, the City of Chandler entered into Contract No. MU1-885-2936 dated March 11, 2011, with the Vendor to provide water treatment chemicals (the "Chandler Contract"). A copy of the Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase water treatment chemicals under the Chandler Contract without further public bidding, and the Chandler Contract permits its cooperative use by other Arizona municipalities including the City.

C. The City desires to purchase water treatment chemicals (the "Water Treatment Chemicals") under the Chandler Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, 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 as of the date first set forth above and shall remain in full force and effect until March 11, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Chandler Contract. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and (b) the term of the Chandler Contract has been extended pursuant to its renewal options. 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. 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 Chemicals. The Vendor shall provide the Water Treatment Chemicals on an as-needed basis pursuant to purchase orders issued by the City, at the rates and under the terms and conditions of the Chandler Contract.

3. Compensation; Payment. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$290,000.00 for the Water Treatment Chemicals at the rates as set forth in the Chandler Contract and in the quantities as set forth in purchase orders issued by the City. Vendor will be paid based upon delivery and acceptance of the Water Treatment Chemicals, and upon submission and approval of invoices. All invoices shall document and itemize materials delivered in sufficient detail to justify payment.

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 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. The City retains the legal right to randomly inspect the papers and records of Vendor and its subcontractors who work on the Agreement to ensure that Vendor and its subcontractors are complying with the above-mentioned warranty.

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 Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the Chandler Contract.

6. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

8. 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 Vendor 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.

9. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City of Chandler under the Chandler Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

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

“City”

CITY OF AVONDALE, an
Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Vendor”

HILL BROTHERS CHEMICAL
COMPANY, a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HILL BROTHERS CHEMICAL COMPANY

[Chandler Contract]

See following pages.

CITY OF CHANDLER PURCHASE CONTRACT
WATER/WASTEWATER TREATMENT AND POOL CHEMICALS
AGREEMENT NO. MU1-885-2936

THIS AGREEMENT is made and entered into this 11 day of ^{March}~~February~~, 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Hill Brothers Chemical Company, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the ~~Procurement Officer~~ /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Ordering Process.** Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.
- 1.4. Quarterly Usage Report.** CONTRACTOR shall furnish CITY a quarterly usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. In addition, CONTRACTOR shall provide a quarterly usage report on all other agencies using this contract.

2. GOODS AND MERCHANDISE TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Product Discontinuance:** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new

product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
 - If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.
- 2.4. Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall

be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

- 2.13. Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

3. WARRANTIES:

- 3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

- 3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that all materials supplied under this contract shall be:

3.2.1. Of a quality to pass without objection in the trade under the Contract description;

3.2.2. Fit for the intended purposes for which the materials are used;

3.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

3.2.4. Adequately contained, packaged and marked as the Contract may require; and

3.2.5. Conform to the written promises or affirmations of fact made by CONTRACTOR.

- 3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

- 3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

4. ACCEPTANCE AND DOCUMENTATION:

- 4.1. Final Inspection and Acceptance.** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance.

- 4.2. Defective Products.** All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification.

- 4.3. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

- 4.4. Audit.** At any time during the term of this Contract and five (5) years thereafter,

CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

- 4.5. **Delivery Time.** Delivery shall be made within ~~20 days~~ after receipt of a Contract Purchase Order (ARO).
- 4.6. **Delivery Documents.** All deliveries must include Material Safety Data Sheets (MSDS) for each chemical delivered. All deliveries must also include a certificate of scale weight for each chemical delivered. CONTRACTOR shall submit a Certification of Laboratory Analysis for any delivery, if requested by the City. Any difference in the laboratory analysis and the actual specifications will result in rejection of the entire load/delivery at no cost to the City. The City retains the right to make random lab analyses to insure compliance with specifications.
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed ~~One Million One Hundred and Thirty-Four Thousand One Hundred and Thirty-Four~~ Dollars (\$~~1,341,341.34~~) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the City of Chandler specified destinations. CONTRACTOR shall provide all necessary equipment, i.e. compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by CONTRACTOR and that the City will reimburse CONTRACTOR for privilege license taxes actually paid by CONTRACTOR. If CONTRACTOR obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.

- 5.7. Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days and annually prior to subsequent renewal terms thereafter until the expiration of the contract. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 5.8. Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.9. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers at any time during the contract.
- 6. TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
- 7. USE OF THIS CONTRACT:** CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.
- 7.1. Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.2. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 8. CITY'S CONTRACTUAL REMEDIES:**
- 8.1. Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall

fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. Right of Offset: CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. TERMINATION:

9.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

9.2. Termination for Cause: City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

9.3. Termination for Misrepresentation. CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

9.4. Cancellation for Conflict of Interest: Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the

subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

- 9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.
- 9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.
- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1. Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 11.2. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

11.3. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

11.4. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

12. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY

In the case of the CONTRACTOR

Department: 
Contact: 
Mailing Address: 
Physical Address: 
City, State, Zip: 
Phone: 
FAX: 

Firm Name: 
Contact: 
Address: 
City, State, Zip: 
Phone: 
FAX: 

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. GENERAL TERMS:

- 14.1. Entire Agreement:** This Contract, including Exhibits A, B and C attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 14.5. Conflict of Interest:**
- 14.6. No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.
- 14.7. Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).
- 14.8. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 14.9. Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.10. No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage

of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.11. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ~~2011~~ day of ~~February~~ 2011.

FOR THE CITY OF CHANDLER

Jerry Silberman
Mayor 3.11.2011

FOR THE CONTRACTOR

By: [Signature]
Signature 2/10/2011

ATTEST:

Maria Padua
City Clerk

SEAL

ATTEST: If Corporation

[Signature]
Secretary

Approved as to form:

[Signature]
City Attorney



**EXHIBIT A
TECHNICAL SPECIFICATIONS**

All chemicals shall conform to NSF International Standard 60 and/or appropriate AWWA/ANSI Standards.

Item 19 – Liquid Sodium Hypochlorite (Bleach)

Estimated annual usage: 2,008,800 gallons

Delivery: Bulk and totes

Delivery Locations: Chandler (1,290,200 gallons), Tempe (100,000 gallons), Glendale (360,000 gallons), SMCFD (10,500 gallons), El Mirage (51,100 gallons), Yuma (177,000 gallons), Oro Valley (20,000 gallons)

Performance and/or Quality Requirements: High-quality filtered bleach.

Item 31 – Sodium Bisulfate

Estimated annual usage: 5,600 pounds

Delivery: 50 pound pail

Delivery Locations: Mesa

Performance and/or Quality Requirements: Dry acid 94%.

Item 35 - Magnesium Hydroxide

Estimated annual usage: 4,760 pounds

Delivery: Drums

Delivery Locations: SMCFD

Performance and/or Quality Requirements: 62-63% alkaline magnesium hydroxide. Thioguard or equal.

Item 38 - Hydrochloric Acid (Muriatic Acid)

Estimated annual usage: 24,300 gallons

Delivery: Mini-bulk and Drums

Delivery Locations: Chandler

Performance and/or Quality Requirements: Technical grade hydrochloric acid.

Item 44 - Sulfuric Acid

Estimated annual usage: 140,000 gallons

Delivery: Bulk and totes

Delivery Locations: Chandler (40,000 gallons), Tempe (100,000 gallons)

Performance and/or Quality Requirements: 93% concentration.

**EXHIBIT B
PRICING**

ITEM	CHEMICAL	UOM	ESTIMATED QTY.	UNIT PRICE	EXTENDED PRICE
19	Sodium Hypochlorite (Bleach 12.5%)	gal	1,290,200	\$.795	\$ 1,025,709.00
	Manufacturer: Hill Brothers Chemical Co.				
	Product #: CC17000MO				
	Packaging as delivered: Bulk			OR	
	Packaging as delivered: 50-gal Drums/275-gal Totes			\$ 1.05	
31	Sodium Bisulfate	lb		\$ 3.71	\$
	Manufacturer: China				
	Product #: CS06000NO				
	Packaging as delivered: 50-lb bags				
35	Magnesium Hydroxide	lb		\$	\$
	Manufacturer: Hill Brothers Chemical Co.				
	Product #: CM04466LO				
	Packaging as delivered: 595-lb drums				
38	Hydrochloric Acid (Muriatic Acid)	gal	24,300	\$ 1.28	\$ 31,104.00
	Manufacturer: Bayer				
	Product #: CM15000GO				
	Packaging as delivered: Bulk			OR	
	Packaging as delivered: 500-lb Drums			\$ 1.58	
44	Sulfuric Acid	gal	40,000	\$ 1.95	\$ 78,000.00
	Manufacturer: Asarco				
	Product #: CS1800LO				
	Packaging as delivered: 600-lb Drums only				

Note: Estimated quantities shown for Chandler only.

**EXHIBIT C
INSURANCE REQUIREMENTS**

1. **CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.**
2. **Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.**
3. **All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.**
4. **If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.**
5. **All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**
6. **CONTRACTOR's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.**
7. **The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or service.**
8. **The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee..**
9. **All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.**
10. **Information concerning reduction of coverage on account of revised limits or claims paid under**

the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR's information and belief.

11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONTRACTOR's obligations under this Agreement.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;
5. Claims for damages insured by usual personal injury liability coverage;

6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the CONTRACTOR's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONTRACTORs, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

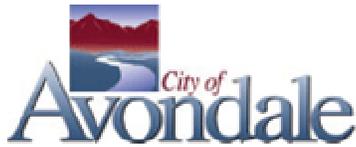
CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

C.2.5 Pollution Legal Liability

Pollution Liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the CONTRACTOR as specified in the contract's Scope of Work and which shall include:

- a. bodily injury sickness, disease, death, mental anguish or shock:**
- b. property damage, including physical injury, to or destruction of property Including loss of use, clean-up costs, and loss of use of property not physically injured nor destroyed; and**
- c. defense costs, including charges and expenses for investigation and claims adjustment.**



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement - Polydyne, Inc

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Wayne Janis, Public Works Director

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize a Purchase Agreement with Polydyne, Inc. for the purchase of Polymer Coagulant for the Charles M. Wolf Water Resource Center in an amount not to exceed \$115,000 annually, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Polymer Coagulant is an essential chemical used in multiple treatment processes by Avondale for the thickening and dewatering of sludge at the water reclamation facility to enhance our water quality and reduce costs for the removal of solids. Polymer coagulant is combined with the sludge to allow for mechanical separation of solids from effluent water used for recharge.

DISCUSSION:

City of Chandler, Arizona secured a contract price with Polydyne, Inc. for the purchase of polymer coagulant. This is the same polymer coagulant that the water resource center uses in its sludge dewatering process. The term of this contract will be from May 16, 2011 through March 11, 2012 with (4) annual options to renew for a cumulative contract pricing of \$575,000. The City of Chandler contract was competitively advertised and bid in conformance with Avondale's procurement requirements. Polydyne, Inc., and The City of Chandler have agreed to extend the contract price to the City of Avondale.

This new agreement will result in savings to the City of Avondale and will replace our existing agreement with Polydyne, Inc. The existing agreement will be terminated in accordance with the contract terms.

BUDGETARY IMPACT:

Funding for this contract will be from line item 503-9230-00-7155.

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of Polymer Coagulant for use in the Charles M. Wolf Water Resource Center from Polydyne, Inc., using a City of Chandler, AZ contract, in an amount not to exceed \$115,000 annually and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Polydyne Contract](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
POLYDYNE INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of May 16, 2011, 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, the City of Chandler entered into Contract No. MU1-885-2936 dated March 11, 2011, with the Vendor to provide water treatment chemicals (the "Chandler Contract"). A copy of the Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase water treatment chemicals under the Chandler Contract without further public bidding, and the Chandler Contract permits its cooperative use by other Arizona municipalities including the City.

C. The City desires to purchase water treatment chemicals (the "Water Treatment Chemicals") under the Chandler Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, 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 as of the date first set forth above and shall remain in full force and effect until March 11, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Chandler Contract. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation funds for renewal in each subsequent year and (b) the term of the Chandler contract has been extended pursuant to its renewal options. 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. 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 Chemicals. The Vendor shall provide the Water Treatment Chemicals on an as-needed basis pursuant to purchase orders issued by the City, at the rates and under the terms and conditions of the Chandler Contract.

3. Compensation; Payment. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$115,000.00 for the Water Treatment Chemicals at the rates as set forth in the Chandler Contract and in the quantities as set forth in purchase orders issued by the City. Vendor will be paid based upon delivery and acceptance of the Water Treatment Chemicals, and upon submission and approval of invoices. All invoices shall document and itemize materials delivered in sufficient detail to justify payment.

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 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. The City retains the legal right to randomly inspect the papers and records of Vendor and its subcontractors who work on the Agreement to ensure that Vendor and its subcontractors are complying with the above-mentioned warranty.

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 Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the Chandler Contract.

6. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

8. 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 Vendor 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.

9. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City of Chandler under the Chandler Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

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

“City”

CITY OF AVONDALE, an
Arizona municipal corporation

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 _____, 2011,
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 _____, 2011,
by _____ as _____ of POLYDYNE INC., a
Delaware corporation, on behalf of the corporation.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
POLYDYNE INC.

[Chandler Contract]

See following pages.

CITY OF CHANDLER PURCHASE CONTRACT
WATER/WASTEWATER TREATMENT AND POOL CHEMICALS
AGREEMENT NO. MU1-885-2936

THIS AGREEMENT is made and entered into this 11 day of ^{March}~~February~~, 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Polydyne, Inc., hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

1.1. Contract Administrator: CONTRACTOR shall act under the authority and approval of the ~~Procurement Officer~~ /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.

1.2. Ordering Instructions: Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

1.3. Ordering Process. Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.

1.4. Quarterly Usage Report. CONTRACTOR shall furnish CITY a quarterly usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. In addition, CONTRACTOR shall provide a quarterly usage report on all other agencies using this contract.

2. GOODS AND MERCHANDISE TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

2.1. Safety Standards: All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

2.2. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.3. Product Discontinuance: In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new

product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
 - If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.
- 2.4. Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall

be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

- 2.13. Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

3. WARRANTIES:

- 3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that all materials supplied under this contract shall be:
- 3.2.1.** Of a quality to pass without objection in the trade under the Contract description;
- 3.2.2.** Fit for the intended purposes for which the materials are used;
- 3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 3.2.4.** Adequately contained, packaged and marked as the Contract may require; and
- 3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.
- 3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
- 3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

4. ACCEPTANCE AND DOCUMENTATION:

- 4.1. Final Inspection and Acceptance.** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance.
- 4.2. Defective Products.** All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification.
- 4.3. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 4.4. Audit.** At any time during the term of this Contract and five (5) years thereafter,

CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

- 4.5. **Delivery Time.** Delivery shall be made within ~~30 days~~ after receipt of a Contract Purchase Order (ARO).
- 4.6. **Delivery Documents.** All deliveries must include Material Safety Data Sheets (MSDS) for each chemical delivered. All deliveries must also include a certificate of scale weight for each chemical delivered. CONTRACTOR shall submit a Certification of Laboratory Analysis for any delivery, if requested by the City. Any difference in the laboratory analysis and the actual specifications will result in rejection of the entire load/delivery at no cost to the City. The City retains the right to make random lab analyses to insure compliance with specifications.
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed ~~Six Hundred and Six Thousand Seven Hundred and Seventy-Four~~ Dollars (\$~~6,674~~) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the City of Chandler specified destinations. CONTRACTOR shall provide all necessary equipment, i.e. compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by CONTRACTOR and that the City will reimburse CONTRACTOR for privilege license taxes actually paid by CONTRACTOR. If CONTRACTOR obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.

- 5.7. Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days and annually prior to subsequent renewal terms thereafter until the expiration of the contract. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 5.8. Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.9. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers at any time during the contract.
- 6. TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
- 7. USE OF THIS CONTRACT:** CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.
- 7.1. Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.2. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 8. CITY'S CONTRACTUAL REMEDIES:**
- 8.1. Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall

fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.4. Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. TERMINATION:

- 9.1. Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

- 9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

- 9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the

subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

- 9.5. **Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.
- 9.6. **Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.
- 9.7. **Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
11. **DISPUTE RESOLUTION:**
 - 11.1. **Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
 - 11.2. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

11.3. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

11.4. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

12. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY

Department: 
Contact: 
Mailing Address: 
Physical Address: 
City, State, Zip: 
Phone: 
FAX: 

In the case of the CONTRACTOR

Firm Name: 
Contact: 
Address: 
City, State, Zip: 
Phone: 
FAX: 

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. GENERAL TERMS:

14.1. Entire Agreement: This Contract, including Exhibits A, B and C attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or

oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

- 14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 14.5. Conflict of interest:**
- 14.6. No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.
- 14.7. Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).
- 14.8. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 14.9. Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.10. No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.11. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this
day of February 2011.

FOR THE CITY OF CHANDLER

Jay Silberman
Mayor 3.11.2011

FOR THE CONTRACTOR
POLYDYNE INC.

By: James R. Carlson
Signature
James R. Carlson, Vice-President

ATTEST:

Maria Paolucci
City Clerk

SEAL ATTEST: Corporation

Mark Schlag
~~Secretary~~
Mark Schlag, Assistant Secretary

Approved as to form:

Heidi Komjath
City Attorney



**EXHIBIT A
TECHNICAL SPECIFICATIONS**

All chemicals shall conform to NSF International Standard 60 and/or appropriate AWWA/ANSI Standards.

Item 9 - N-120P Polymer

Estimated annual usage: 3,100 gallons

Delivery: 55 gallon drums

Delivery Locations: Chandler (1,100 gallons), Tempe (2,000 gallons)

Performance and/or Quality Requirements: Polydyne, no substitutes.

Item 10 – Clarifloc C-358 Polymer

Estimated annual usage: 102,000 gallons

Delivery: Bulk and totes

Delivery Locations: Chandler (35,000 gallons), Tempe (35,000 gallons), Glendale (32,000 gallons)

Performance and/or Quality Requirements: Polydyne, no substitutes.

Item 11– Clarifloc C-9490 Polymer

Estimated annual usage: 44,700 gallons

Delivery: Totes

Delivery Locations: Chandler (18,000 gallons), Glendale (23,400 gallons), Yuma (3,300 gallons)

Performance and/or Quality Requirements: Polydyne, no substitutes.

Item 12 – Clarifloc C-6267 Polymer

Estimated annual usage: 32,400 gallons

Delivery: Bulk

Delivery Locations: Chandler

Performance and/or Quality Requirements: Polydyne, no substitutes.

Item 13 – C-6220 Polymer

Estimated annual usage: 3,000 gallons

Delivery: Totes

Delivery Locations: Glendale

Performance and/or Quality Requirements: Polydyne, no substitutes.

**EXHIBIT B
PRICING**

ITEM	CHEMICAL	UOM	ESTIMATED QTY.	UNIT PRICE	EXTENDED PRICE
9	N-120P Polymer	gal	1,100	\$ 8.42	\$ 9,262.00
	Manufacturer: Polydyne				
	Product #: Clarifloc N-120P				
	Packaging as delivered: Drums				
10	Clarifloc C-358 Polymer	gal	35,000	\$ 4.26	\$ 149,100.00
	Manufacturer: Polydyne				
	Product #: Clarifloc C-358				
	Packaging as delivered: Bulk >=45,000 lbs			OR	
	Packaging as delivered: Totes or Bulk <45,000 lbs			\$ 4.52	
11	Clarifloc C-9490 Polymer	gal	18,000	\$ 9.80	\$ 176,400.00
	Manufacturer: Polydyne				
	Product #: Clarifloc C-9490				
	Packaging as delivered: Totes				
12	Clarifloc C-6267 Polymer	gal	32,400	\$ 9.63	\$ 312,012.00
	Manufacturer: Polydyne				
	Product #: Clarifloc C-6267				
	Packaging as delivered: Totes and Drums			OR	
	Packaging as delivered: Bulk >=45,000 lbs			\$ 8.77	
13	C-6220 Polymer	gal		\$ 9.46	\$
	Manufacturer: Polydyne				
	Product #: Clarifloc C-6220				
	Packaging as delivered: totes and Drums				

Note: Estimated quantities shown are for Chandler only.

EXHIBIT C INSURANCE REQUIREMENTS

1. **CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.**
2. **Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.**
3. **All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.**
4. **If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.**
5. **All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**
6. **CONTRACTOR's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.**
7. **The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or service.**
8. **The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.**
9. **All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.**
10. **Information concerning reduction of coverage on account of revised limits or claims paid under**

the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR's information and belief.

11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONTRACTOR's obligations under this Agreement.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;
5. Claims for damages insured by usual personal injury liability coverage;

6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the CONTRACTOR's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONTRACTORS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

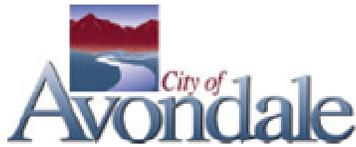
CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

C.2.5 Pollution Legal Liability

Pollution Liability coverage with project-specific limits of \$1,000,000 per loss and a \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the CONTRACTOR as specified in the contract's Scope of Work and which shall include:

- a. bodily injury sickness, disease, death, mental anguish or shock:**
- b. property damage, including physical injury, to or destruction of property including loss of use, clean-up costs, and loss of use of property not physically injured nor destroyed; and**
- c. defense costs, including charges and expenses for investigation and claims adjustment.**



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement - West Coast Turf Inc.

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Christopher Reams, Parks, Recreation and Libraries Director (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a piggyback agreement to the City of Scottsdale's Maintenance Services Contract with West Coast Turf for sports field maintenance in an amount not to exceed \$85,000 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

The City of Avondale maintains ten (10) multi-purpose fields at Friendship Park. The fields are closed annually for extensive maintenance in the summer and winter. Each field is fertilized and over-seeded as required. West Cost Turf was selected by the City of Scottsdale through a competitive bid process meeting the City of Avondale's procurement requirements to perform the sprigging/over-seeding portion of the process.

DISCUSSION:

The fields at Friendship Park were constructed on 2001. The fields are aging and require additional maintenance this summer above the normal fertilizing and seeding. Each multipurpose field will be laser leveled to even out the field surfaces, all the rocks just under the field surfaces will be removed, and each field will undergo a process called sprigging. Sprigging is a more extensive seeding process that adds more soil development and enhances growth. Sprigging is recommended for field renovations. West Coast Turf will perform the sprigging process at Friendship Park.

BUDGETARY IMPACT:

Funding for the contract will be paid through the Parks, Recreation and Libraries Department R&M Grounds and Parks Fund No. 10195220-00-6731.

RECOMMENDATION:

Staff recommends that the City Council approve a piggyback agreement to the City of Scottsdale's Maintenance Services Contract with West Coast Turf for sports field maintenance in an amount not to exceed \$85,000 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

 [Purchase Agreement](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEST COAST TURF INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of May 9, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and West Coast Turf Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Scottsdale entered into Contract No. 08PB026, dated January 30, 2008 (the "Scottsdale Contract"), with the Contractor for the purchase, delivery, and installation of grass, sod, stolons and seed in parks and sport fields (the "Services"). A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted by Section 25-24 of the City Code to procure the Services under the Scottsdale Contract without any further public bidding, and the Scottsdale Contract permits its cooperative use by other public entities including the City.

C. The City desires to utilize the Services of the Contractor under the terms and conditions of the Scottsdale Contract for a lower cost than would otherwise be available.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 29, 2012, unless terminated as otherwise provided pursuant to the terms and conditions of the Scottsdale Contract.

2. Scope of Work. Contractor shall provide the Services to the City for the purposes of field maintenance at Friendship Park, located at 12325 W. McDowell Road, Avondale, Arizona 85323, under the terms and conditions of the Scottsdale Contract.

3. Compensation. The City shall pay Contractor an aggregate amount not to exceed \$85,000.00 for the Services at the rates set forth in the Scottsdale Contract.

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

5. 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 Section 6 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 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.

6. 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.

7. 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 Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the Scottsdale Contract.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

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

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Agreement, City-issued purchase orders and the Scottsdale Contract, the documents shall govern in the order listed herein.

12. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City of Scottsdale under the Scottsdale Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

WEST COAST TURF INC., an Arizona
corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011,
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 _____, 2011,
by _____ as _____ of WEST COAST TURF INC., an
Arizona corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEST COAST TURF INC.

[Scottsdale Contract]

See following pages.



January 30, 2008

West Coast Turf
8950 S. 52nd Street, Suite #208
Tempe, AZ 85284
Attn: Joe Traficano

NOTICE OF AWARD

1. This is to notify you that on January 30, 2008, the Purchasing Director awarded Bid No. 08PB026 - Grass Sod, Stolons & Seed to your company.
2. This notification constitutes an acceptance of your offer to provide the materials/services listed in the bid at the prices quoted. All terms and conditions of the Bid shall apply.
3. The term of this agreement shall be for a period of one (1) year.
4. The agreement shall be administered for the City by a Contract Administrator. The Contract Administrator for the City shall be Bill Sturgill.
5. Detailed invoices including the Bid No. and valid purchase order number must be submitted to the Accounts Payable Section for review and approval before payment can be made.
6. This agreement may be canceled for convenience or cause if in the judgment of the City's Agents, the Contractor fails to comply with the intent or terms and conditions of the Agreement.
7. You are required by the Terms and Conditions of this Bid to furnish the appropriate Certificate(s) of Insurance, sign and return this Notice of Award, execute the Maintenance/Service Contract, and complete and return the I.R.S. W-9 form within ten (10) days from receipt of this Notice.
8. If you fail to furnish the documents required in Item #7 within ten (10) days from the receipt of this Notice, the City will consider this as a default and forfeiture of your Bid Bond, if applicable. The City will be entitled to such other rights as may be granted by law.

Please complete the acknowledgment section below and return one copy to my attention at the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ 85258.


Karl Adams
Bid & Contract Specialist

ACKNOWLEDGED:


Signature
West Coast Turf

Company Name

Manager

Title
1-31-08

Date

**CITY OF SCOTTSDALE
MAINTENANCE/SERVICE CONTRACT**

BID NO. 08PB026

PROJECT NAME: GRASS, SOD, STOLONS & SEED

THIS CONTRACT, made and entered into this 30th day of January, 2008 by and between West Coast Turf, herein after designated "Contractor" and the City of Scottsdale, County of Maricopa, and State of Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "CITY".

WITNESSETH: That the said Contractor, for and in consideration of the prices on the bid form to be paid him by the said City, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, (if required) hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - CONTRACT DOCUMENTS:

The contract documents shall consist of this Service Contract, the Invitation for Bid, Instruction to Bidders, General Terms and Conditions, Specifications, Bidder Questionnaire (if applicable), Contractor's bid as accepted by the Purchasing Director, Addenda if any, Notice of Award and written Contract Amendments which are incorporated herein by reference and made a part hereof.

ARTICLE II - SCOPE OF WORK:

The Contractor shall furnish any and all labor, materials, equipment transportation and services required to perform all work for the GRASS, SOD, STOLONS & SEED, Bid No. 08PB026, in a good workmanlike and substantial manner, to the satisfaction of the City, strictly pursuant to and in conformity with the Invitation for Bid and addenda having been issued.

The Contractor agrees that this Contract, as awarded, is for GRASS, SOD, STOLONS & SEED and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form.

ARTICLE III - CONTRACT TERM: The term of this contract shall be for a one (1) year period. The City may extend this contract for four (4) additional one (1) year periods year periods as provided within the General Terms and Conditions. The contractor further covenants and agrees, at his own proper cost and expense, to do all work called for by the Invitation for Bid free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified.

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work set forth in the Contract Documents, which are a part hereof, and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the Contractor the amount earned as computed from the prices on the Bid Form made a part hereof.

BID NO. 08PB026

PROJECT NAME GRASS, SOD, STOLONS & SEED

ARTICLE V - Contractor shall not assign this contract, in whole or in part, without the prior written consent of the City.

ARTICLE VI - CONTRACT ADMINISTRATOR: shall be Bill Sturgill, or designee.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named on the date and year first above written.

CITY OF SCOTTSDALE

Mary Manross, Mayor

CONTRACTOR:

West Coast Turf
(company name)

REVIEWED BY:

Monroe C. Warren for
Monroe C. Warren
Purchasing Director

8950 S. 52nd St. #208 Tempe 85284
address

Pauline Hecker for
Pauline Hecker
Risk Management Director

Julie Foster/Manager
(individual name/title)

Bill Sturgill
Bill Sturgill
Contract Administrator

Julie Foster
(signature)

Bill Sturgill
Division Director

WEST COAST TURF

**INVITATION
FOR BID**



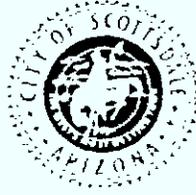
GRASS, SOD, STOLONS & SEED

IFB # 08PB026

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PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258

INVITATION FOR BID #08PB026

GRASS, SOD, STOLONS & SEED

The City of Scottsdale invites sealed bids for a term contract for the purchase, delivery, and installation of grass sod, Bermuda stolons, and/or Bermuda seed at various parks and sport fields throughout the City as the need arises.

All procurement activities conducted by the City of Scottsdale are in conformance with the rules and regulations of the Scottsdale Procurement Code, incorporated herein by this reference. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., and the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ. Copies of the Code are available for sale to the Public at a fee of \$10.00 each at the Purchasing Office.

The City of Scottsdale reserves the right to reject, any one or, all Bids received.

The Purchasing Director will award the Bid and this decision will be final.

BID OPENING

SEALED BIDS ARE TO BE DELIVERED BY THE BIDDERS TO THE PURCHASING OFFICE, 2ND FLOOR, 9191 E. SAN SALVADOR DR., SCOTTSDALE, AZ. ALL BID SUBMITTALS MUST BE RECEIVED AT PURCHASING'S FRONT DESK WHERE THEY WILL BE OFFICIALLY TIME AND DATE STAMPED PRIOR TO THE BID OPENING. BIDS WILL BE OPENED AND READ AS A MATTER OF PUBLIC INFORMATION AT 4:00 P.M., LOCAL TIME, DECEMBER 6, 2007. LATE SUBMITTALS WILL NOT BE ACCEPTED.

Karl Adams
Bid & Contract Specialist

lh
11/06/2007 3:06 PM

INVITATION FOR BID # 08PB026
INSTRUCTIONS TO BIDDERS

INFORMATION REQUESTS

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THE INSTRUCTIONS OR GENERAL CONDITIONS OF THIS BID SHOULD BE DIRECTED TO:

Karl Adams, 480-312-5744, kadams@scottsdaleaz.gov

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO SPECIFICATIONS SHOULD BE DIRECTED TO:

Bill Sturgill, 480-312-4410.

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/vendors.asp>.

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities every Tuesday and Thursday – www.scottsdaleaz.gov

CONTRACT AWARD NOTIFICATION

1. **NOTIFICATION OF INTENT TO ADMINISTRATIVELY AWARD**

The City of Scottsdale posts Notices of Intent to Award for solicitations administratively awarded by the Purchasing Director on Purchasing's web site. The posting will list the recommended bidder and will be available for viewing for a period of ten days.

It is the bidders responsibility to access this page from the link provided below to view Purchasing's Notice of Intent to Award listings. This is the only notification you will receive regarding the posting of Notices of Intent to Award.

<https://eservices.scottsdaleaz.gov/solicitations/ListIntentToAwardNotifications.asp>

2. **SOLICITATIONS AWARDED BY CITY COUNCIL**

Council Agendas are available for review on the City Clerk's web page listed below:

http://www.scottsdaleaz.gov/council/meeting_index/City_Council_Agendas_and_Minutes.asp

3. **CONTRACT AWARDS**

Once a solicitation has been awarded it will be listed on Purchasing's web site on a Solicitation Awards page:

<http://eservices.scottsdaleaz.gov/solicitations/ListAwards.asp>

**INVITATION FOR BID # 08PB026
INSTRUCTIONS TO BIDDERS**

FEDERAL EXCISE TAXES

The City of Scottsdale is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal Excise exemption certificates will be furnished by the Purchasing Office on request.

ORAL INSTRUCTION - INTERPRETATION

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR BIDS BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. BIDS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

BID SUBMITTAL

All Bids must be submitted on the enclosed Invitation for Bid documents. Bids accepted by the City in writing constitute a legally binding contract. In addition the successful Bidder shall be required to sign one of the City of Scottsdale's applicable contracts.

The Bid Form page must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Bid must indicate the responsible entity.

Bidders should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Bids must be presented sealed in an envelope. Bidders must enter their company name and Invitation for Bid number in the upper left corner of the envelope. Faxed or emailed submittals will not be accepted.

Bids must be delivered to the Purchasing Office, 2nd Floor, 9191 E. San Salvador Dr., Scottsdale, AZ, 85258.

TAXES/LICENSES

The City of Scottsdale is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal Excise exemption certificates will be furnished by the Purchasing Program on request.

Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

INVITATION FOR BID # 08PB026
INSTRUCTIONS TO BIDDERS

TAXES/LICENSES – CONT'D

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

http://www.revenue.state.az.us/ADOR_Forms/70-79/74-4002_fillable.pdf

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. *Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.*

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/taxes/salestax.asp>

APPROVED ALTERNATE

Specifications may contain references to service requirements or methods, equipment and/or materials (patented or unpatented). Any reference to "or equal" or "approved equal" shall be construed to mean "Approved Alternate" in every instance. Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a *selection or design based upon compatibility with existing equipment or materials.* Such references shall not be construed as limiting the selection to a specified item or source. The use of an alternate or substitute, item or source as an approved alternate will be permitted subject to the following procedure:

INVITATION FOR BID # 08PB026
INSTRUCTIONS TO BIDDERS

APPROVED ALTERNATE – CONT'D

The Bidder shall submit **2 copies** of a written Request for Substitution to the Purchasing Office at least eight (8) days prior to the original Bid opening date. Requests for substitution submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope **MUST** be clearly marked with Invitation for Bid number and "REQUEST FOR APPROVED ALTERNATE" and must be time stamped by the Purchasing Office by **4:00 P.M. November 27, 2007**. Late requests will NOT be considered. The Request shall include **2 copies** of all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations). The Bidder shall submit additional information and/or samples when requested by the City.

The Contract Administrator will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the Request.

The Purchasing Office, if the Request is accepted, shall issue a written addendum to the Invitation for Bid specifying the approved alternates.

For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm who will be submitting the bid to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the above definition of "bidder".

TOTAL BID COST

Bids will be evaluated and recommended for award based on the total bid cost including all applicable taxes.

The Total Bid Cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Prior to any Contract Award, the I.R.S. W-9 Form *must* be completed and submitted to the City's Purchasing Office.

ADDENDA

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged by all bidders in one of the following manners:

1. Copies of all addenda must be attached to the bid return.
- OR**
2. The appropriate addenda acknowledgment section on the Bid Form must be completed.

Failure to indicate receipt of addenda in one of the above manner may result in a bid being rejected as non-responsive.

INVITATION FOR BID # 08PB026
INSTRUCTIONS TO BIDDERS

ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document.

AWARD/REJECTION OF BIDS

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. 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.

The Purchasing Director reserves the right, as the interest of the City requires, to reject any or all bids, to waive any minor informality in bids received, to reject any unapproved alternate(s) bid and reserves the right to reject the bid of any bidder who has previously failed to perform competently in any contract with the City.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

QUANTITY

All quantities referenced in this Invitation for Bid are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

ACCEPTANCE/AGREEMENT

Any agreement made pursuant to this Invitation for Bid must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to an offer and if any of the terms therein are additional to or different from any terms of such offer, then the issuance of the Agreement by the City shall constitute an acceptance of such offer subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

QUALITY STANDARDS OF MATERIAL

If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/services(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

BIDDER QUESTIONNAIRE

To be considered responsive the Bidder *must* submit the Bidder Questionnaire contained herein.

SUBCONTRACTOR LIST

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

REGISTERED/LICENSED

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

EXECUTION OF NOTICE OF AWARD

The Contractor shall execute the Notice of Award with the City of Scottsdale within ten (10) days after receipt.

TERM

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Notice of Award.

The City may extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator and concurrence of the Purchasing Director and the Contractor.

FUNDS APPROPRIATION

If funds are not appropriated by the City Council to continue this Contract, and for the payment of charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all charges incurred through the end of such period.

TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by contractors, suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Termination for Cause: City may also terminate this contract or any part hereof with 14 days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Purchasing Director and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions but only to the extent caused by Contractor relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

INSURANCE

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Bid Number will be subject to rejection and returned or discarded.

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

**INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS**

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy

By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so.

Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

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 subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Policy Deductibles and or Self Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Contractor shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance

Prior to commencing any work or services under this Contract, Contractor shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale 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.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

Insurance Representations and Requirements - Cont'd

Evidence of Insurance – Cont'd

If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying coverage as required
2. Contractor's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except for Professional Liability insurance if applicable waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. Certificate shall cite 30 day advance notice of 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.

Required Coverage

Commercial General Liability

Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Vehicle Liability

Contractor shall maintain Business Automobile Liability insurance with a limit of \$500,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.

If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

Insurance Representations and Requirements - Cont'd

Worker's Compensation Insurance

Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to subcontractors and sub-subcontractors, etc.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

ASSIGNMENT

No right or interest covered by this contract shall be assigned in whole or in part without the prior written consent of the City.

MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

CONTRACT ADMINISTRATOR AND DUTIES

The Contract Administrator for the City will be Bill Sturgill or designee. The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

ENDANGERED HARDWOODS

Endangered hardwoods shall not be used in any product provided under this contract. As used in this section, includes ebony, lauan, mahogany or teak hardwood.

PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below.

**CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD
SCOTTSDALE, ARIZONA 85251-4468**

CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

INVITATION FOR BID # 08PB026
GENERAL TERMS AND CONDITIONS

MARSHALING YARD

Bidders are advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas they propose to use.

Marshaling areas shall be fenced. The Contractor shall obtain written approval from the property owner for marshaling area use. This approval shall contain any requirements which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and City of Scottsdale Supplemental Specification shall apply.

CHEMICALS

Contractors must agree to provide material safety data sheets for all substances that are delivered to the City of Scottsdale, that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, Section 1910 - 1200 Hazard Communication (reference-Occupational Safety and Health Standard, Subpart - 2 Toxic and Hazardous Substances - Hazardous Communication Standard).

All Contractors using chemicals on City of Scottsdale property, shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-2 Toxic and Hazardous Substances-Hazard Communication Standard, Section 1910-1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

INVITATION FOR BID # 08PB026
GRASS, SOD, STOLONS & SEED
SPECIFICATIONS

Intent

A term contract for the purchase, delivery, and installation of grass sod, Bermuda stolons, and/or Bermuda seed, for parks and sport fields throughout the city as needed.

The estimated quantities are provided as a general indication of the city's annual turf sod requirements for bid comparison purposes only. The city of Scottsdale makes no commitment in regard to actual quantities that will be purchased, delivered or installed and reserves the right to increase or decrease the quantities as needed.

Contract Project Management and West World (divisions located within the City of Scottsdale) may use this contract periodically. In this event they will issue a separate Purchase Order originating from their Division.

Contractor's unit pricing shall include all transportation, fuel surcharges, delivery charges, labor, equipment, and materials and shall remain fixed for the initial one year term of the contract. The escalator for this contract shall be based on a percentage relative to contractor performance, up to a maximum of 5%.

Contract Award

The city of Scottsdale reserves the right to award by individual bid lot, combination of bid lots, or as a total all bid lots, whichever is deemed most advantageous to the city. The city may award contracts to a designated primary contractor and a secondary contractor. The secondary contractor may be utilized in the event that the primary contractor can not provide all of the materials timely or in instances where the primary contractors inventory is not adequate.

Brand Names

The referenced brand names and type names are for identification and performance level purposes only and are in no way intended to limit competition. Requests for approved alternates are encouraged and all submittals will be carefully reviewed and seriously considered by the contract administrator. See instructions for submitting a request for an approved alternate in the instructions to bidders section.

Orders Against Contract

The city of Scottsdale reserves the right to issue individual purchase orders as and when required, or issue a blanket purchase order for a specific site and make partial quantity releases. No delivery shall become due or be acceptable without a written order by the city. Such order will contain the quantity, time of delivery, contact person, and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

This contract shall cover all purchases of sod 100 square feet and larger.

**INVITATION FOR BID # 08PB026
GRASS, SOD, STOLONS & SEED
SPECIFICATIONS**

Orders Against Contract – Cont'd

Orders under 500 square feet the City of Scottsdale shall either pick up or pay a minimum cost which equals the cost of 500 square feet delivered and installed on City of Scottsdale property. Orders of 500 square feet to 3,000 square feet shall be deliverable within 1-7 calendar days. Orders larger than 3,000 square feet shall be deliverable within 7-14 calendar days.

Substitutions

All substitutions must be approved through written change order only and accepted by the city of Scottsdale and the contractor in writing 14 calendar days prior to installation.

Variety, Purity

The selection of the variety will be dependent on the intended use of the turf facility and will be designated by the contract administrator, or designee.

Sod shall consist of a hybrid Bermuda grass originating from genetically uniform plant material, medium to dark green color with substantial root system, free of weeds, disease, and insects. Prior to harvest, the contract administrator or designee may visit the sod farm to inspect for quality, purity, density of stand, and weed infestations.

Presence of *Poa annua*, Goosegrass, Dallisgrass, Nutsedge or other weeds may result in rejection of the product. Sod shall also be free of undesirable insect and disease pests (fields certified free through department of agriculture with state of Arizona or state of California).

Overseeded sod shall follow the same guidelines as Bermuda sod with tags from the perennial rye variety attached to the shipping pallets.

Upon field inspection, the contract administrator, or designee, may stipulate sod grown at a specific field location as acceptable. The contract administrator, or designee, may elect to observe the harvest of the sod to ensure its origination from the stipulated field location.

Sod Harvesting and Delivery

The harvest of sod shall commence no earlier than 2:00 pm the afternoon preceding the day scheduled for delivery. Delivery and unloading at the jobsite shall be completed prior to 6:00 am on the day of delivery.

Cut sod shall be loaded on wooden pallets and shall be kept moist and protected from wind and sun dehydration while in transit. The sod shall be completely covered with a durable, synthetic, black mesh polypropylene fabric protective truck cover designed to provide 65% - 70 % shade as manufactured by Supertex inc. Or similar. At time of delivery and/or installation the plant material shall be live and viable, having not endured excessive heat or other conditions that would compromise viability. Upon arrival at the delivery site, the sod may be inspected by the contract administrator or designee, prior to acceptance. Any sod not covered may be rejected by the city of Scottsdale. It shall be the contractor's responsibility to contact the contract administrator immediately if any difficulties or delays are anticipated. Allowances may be made for unforeseen transportation difficulties. Contractor shall be responsible for providing forklift with delivery to off-load pallets at the jobsite.

**INVITATION FOR BID # 08PB026
GRASS, SOD, STOLONS & SEED
SPECIFICATIONS**

Sod Measurements

Standard sod the standard thickness of the sod shall be between 1/2" and 3/4" measured from the bottom of the sod to the growing crown. Any sod pieces thinner than 1/2" will be rejected.

Big roll big roll sod is the bulk of the sod ordered by the city of Scottsdale. Dimensions = 42" wide and up to 100 feet long.

Thick roll same dimensions as above however up to 2" thick.

Native Base Sod

Typically described as having a high clay content, low organic material content (less than 1%) and a high pH (meaning the soil is very alkaline).

The sod shall be mature enough to retain its structural integrity during harvest, shipping, and installation. However, it should not have an excessive thatch layer. The acceptable thickness of the thatch layer shall not exceed 3/4".

Sand Base Sod

This covers all turf grown on sand based media found acceptable by the Arizona Sports Turf Managers Association. (see Soil Media below)

(An acceptable example is sand based sod grown by West Coast Turf)

Soil Media

The soil media on which the sod was grown and which it is harvested, as a component of the sod, shall primarily be sand. The contract administrator, or designee, may obtain samples of the soil media at the production field for evaluation of particle size by a testing laboratory.

General guidelines for soil composition:

Sand > 1.0 mm	-	10% maximum
Silt + clay	-	15% maximum
Clay	-	5% maximum

Washed Sod

Washed sod shall originate from sand based sod. Sod shall be washed free of sand media prior to shipping. This process shall be done less than eight (8) hours prior to delivery.

Installation

All site preparation, irrigation adjustments or additions, and soil preparation will be the responsibility of the city of Scottsdale staff prior to installation of the sod.

City of Scottsdale staff shall be responsible for the initial watering of the sod.

Not more than 30 minutes shall elapse between the laying and initial watering of the sod.

Fertilization and soil amendment requirements are not part of this contract. City staff will perform all maintenance on newly installed sod.

**INVITATION FOR BID # 08PB026
GRASS, SOD, STOLONS & SEED
SPECIFICATIONS**

Installation – Cont'd

Contractor shall avoid covering stationary or permanent fixture, i.e., irrigation sprinklers, valves, or other low lying objects. The owner's representative shall provide the contractor with information so that such occurrences can be avoided and minimize any sod replacement.

Sprinkler heads will be no higher than ½ inch above soil. When the sod is installed, the sprinkler should not protrude.

Sod must be installed within 8 hours of arrival on site.

The city of Scottsdale reserves the right to install all sod areas under 2,000 sq. Ft. or request installation by the contractor @ no additional cost. All purchases greater than 2,000 sq. ft. Shall be installed by the contractor, using proper installation procedures established by the Arizona landscape contractors association, sports turf managers association of Arizona, and generally accepted procedures by the professional sports turf industry.

Sod shall be installed by skilled work people with satisfactory performance record for handling, cutting and placing sod. It is the responsibility of the contractor to notify contract administrator prior to installation of any irregularity in ground preparation that may hinder satisfactory placement of cut sod.

All sod shall be transported to the installation site and installed using equipment that does not cause excessive indentation of the soil surface. Sod shall be carefully placed evenly in rows or strips. Lay each strip with tightly-fitted joints against each other without voids. Seams between adjacent sod pieces shall not exceed ¼". Joints and seams shall be staggered. Butt ends and side of sod strips and do not overlap the edges. All pieces smaller than 4 square feet will be rejected.

Soil shall be firmed or healed in along the edges of the sodded areas.

Contractor shall minimize traffic on newly laid sod during installation. Contractor shall post warning signs and barriers as needed to protect sodden areas from damage during sodding operations.

Finish sod edges at walks, curbs, planting, mulch edges, and other vertical surface by cutting neatly and fitting tightly to edge and line.

After sod has been installed, it will be rolled with mechanical roller weighing no less than 250 pounds lengthwise and then widthwise to ensure firm contact between the sod and the underlying soil and also press the seams together.

No equipment shall be left on the site without the permission of the contract administrator, or designee, in writing.

City staff shall maintain the sod after the installation is complete and be responsible for watering and maintaining the sod through final acceptance of the work.

**INVITATION FOR BID # 08PB026
GRASS, SOD, STOLONS & SEED
SPECIFICATIONS**

Stolon

Stolons used in hydro mulching shall be harvested from an established site authorized by the contract administrator, delivered, and applied within 24 hours of harvest. Care shall be taken to assure the stolon (sprigs) plants do not dry out in transit nor where waiting for application. Mixture of stolon plant, wood fiber, fertilizer, and tacking agent shall take place on the application site. 1500- 2000 pounds per acre consisting of, 500 bushels stolons per acre / wood fiber @ 55 pounds per acre / 10 pounds fertilizer per 1,000 sq. Feet/ with 2 pounds tacking agent. 60 day warranty

Seed

Bermuda seed used in hydro seeding shall be purchased from a company approved by the city of Scottsdale contract administrator and be certified by the grower with the growers tag submitted to the city of Scottsdale contract administrator prior to application. Hydro seeding mix shall consist of Bermuda seed, wood fiber, fertilizer, and tacking agent and shall be mixed on site.

200 pounds seed per acre / wood fiber @ 35 pounds per acre / 7 pounds fertilizer per 1,000 sq. Feet/ with 1 pounds tacking agent. 60 day warranty

Acceptance of the Installation

Sod and Hydro Mulch

Final acceptance of sod installation or hydro- mulching projects shall be @ a mutually agreed upon point where plant material (regardless of process of installation) is actively growing and maturing @ a rate commonly accepted by the landscape industry.

An accepted mortality rate of 1%- 2% of initial installation is acceptable (i.e. 2% of 43,560= 871 square feet).

Any percentage above the accepted mortality rate shall require the installation contractor to replace all areas, @ their sole expense, impacted by sod or hydro mulch mortality.

Hydro mulch or hydro seed areas needing replaced under these guidelines shall be replaced by sod only.

Replacement areas shall be re-inspected in accordance with criteria stated above before final acceptance.

Clean up

Perform cleaning during installation of work and upon completion.

All sod shall be net-free upon installation. Netting is permitted for transit but shall be removed by the contractor at time of installation. Netting shall be disposed of by contractor.

All materials related to the installation of sod shall be collected and removed from the site by the contractor the same day the installation is completed. No city of Scottsdale dumpsters shall be used for disposal.

Contractor shall hose down and/or broom clean all paved surfaces.

Contractor shall repair any damage resulting from sodding operations.

INVITATION FOR BID # 08PB026
BID FORM

ITEM #	ESTIMATED ANNUAL USAGE	DESCRIPTION	UNIT COST PER SQUARE FT.	EXTENDED COST
1	304,920 Square Feet	SAND BASED SOD Tifgreen 328, delivered and unloaded only	\$.26	\$ 79,279.20
2	304,920 Square Feet	Tifgreen 328, delivered and installed	\$.34	\$ 103,672.80
3	217,800 Square Feet	Tifway 419, delivered and unloaded only	\$.26	\$ 56,628.00
4	217,800 Square Feet	Tifway 419, delivered and Installed	\$.34	\$ 74,052.00
5	261,360 Square Feet	Bullseye , delivered and unloaded only	\$.26	\$ 67,953.60
6	261,360 Square Feet	Bullseye , delivered and installed	\$.34	\$ 88,862.40
7	174,240 Square Feet	WASHED SAND BASED SOD Tifgreen 328, delivered and unloaded only	\$.40	\$ 69,696
8	174,240 Square Feet	Tifgreen 328, delivered and installed	\$.45	\$ 78,408
9	217,800 Square Feet	Tifway 419, delivered and unloaded only	\$.40	\$ 87,120
10	217,800 Square Feet	Tifway 419, delivered and Installed	\$.45	\$ 98,010

INVITATION FOR BID # 08PB026
 BID FORM

ITEM #	ESTIMATED ANNUAL USAGE	DESCRIPTION	UNIT COST PER SQUARE FT.	EXTENDED COST
11	174,240	NATIVE BASED SOD Tifgreen 328, delivered and unloaded only	\$.22	\$ 38,332.80
12	174,240	Tifgreen 328, delivered and Installed	\$.28	\$ 48,787.20
13	261,360	Tifway 419, delivered and unloaded only	\$.22	\$ 57,499.20
14	261,360	Tifway 419, delivered and Installed	\$.28	\$ 73,180.80
15	217,800	Bullseye, delivered and unloaded only	\$.22	\$ 47,916.00
16	217,800	Bullseye, delivered and Installed	\$.28	\$ 60,984.00
17	435,600	Midiron, delivered and unloaded only	\$.21	\$ 91,476.00
18	435,600	Midiron, delivered and Installed	\$.28	\$ 121,968.00
19	87,120	Princess 77, delivered and unloaded only	\$ N/A	\$ N/A
20	87,120	Princess 77, delivered and Installed	\$ N/A	\$ N/A
21	87 (1000 Count) Sq. Ft.	SEED HYDROMULCH	\$.07	\$ 6090.00
22	87 (1000 Count) Sq. Ft.	STOLONIZED HYDROMULCH	\$.07	\$ 6090.00
TOTAL				\$ 1356006

INVITATION FOR BID # 08PB026
BID FORM

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY

Delivery Location: various.

1. Delivery terms are f.o.b. destination.
2. Delivery will be completed within 2 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM #____ DATED _____ ADDENDUM #____ DATED _____

ADDENDUM #____ DATED _____ ADDENDUM #____ DATED _____

NO BID: If no bid please state reason:

IDENTIFY AND SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID

INVITATION FOR BID # 08PB026
BID FORM

My signature on this bid form certifies that I have read, understand and will comply with all terms, conditions, and specifications stated in all the documents constituting the Contract.

NAME OF FIRM: WEST COAST TURF

ADDRESS: 8950 S. 52ND STREET SUITE #208
TEMPE, AZ 85284

TYPE OF BUSINESS ORGANIZATION: CORPORATION
(Corporation, Partnership, Sole Proprietorship, Etc.)

SIGNATURE: 
(Officer of Company)

DATE: 11/15/07

PRINT NAME: John Foster

CONTACT NAME JOE TRAFICANO TITLE SALES MGR.

TELEPHONE: (480) 797-9061 FAX (480) 991-3878

E-MAIL ADDRESS: JOE.TRAFICANO WEB SITE: WWW.WestCoastTurf.com
@WESTCOASTTURF.

Employer's Identification No. 33-0424659 as filed on US Quarterly Tax Return US Treasury Form #941.

IDENTIFY AND SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID

INVITATION FOR BID # 08PB026
SUBCONTRACTOR LIST

If any bidder intends to subcontract any portion of this contract, the bidder must submit **2 copies of the Subcontractor List** which includes the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents.

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

INVITATION FOR BID # 08PB026
BIDDER QUESTIONNAIRE

The following questions are asked to enable the bid evaluation team to assess the qualifications of bidders under consideration for final bid award. This information may or may not be a determining factor in award of this Bid. Submit 2 copies of the Bidder Questionnaire with your bid.

REFERENCES:

List three Arizona customers for whom you have provided service of a similar scope as this bid during the past eighteen months. Include the length of any contracts listed.

- ② CUSTOMER NAME AND ADDRESS TELEPHONE CONTACT
1. CITY OF PEORIA / Chris Calcaterra - 623-412-4231
8401 West Monroe St Peoria AZ 85345
 2. CITY OF SURPRISE / Joey Beazil - 623-272-2232
12425 W Bell Road #D100 Surprise AZ
 3. CITY OF CASA GRANDE / Bruce - 520-251-2624
404 E Florence Blvd Casa Grande, AZ

List all equipment you intend to use in the performance of this Contract, if applicable.

FORKLIFT / ROLLER / TRITO - INSTALL VEHICLE

Signed Joe Triguero
Title SALES MGR
Company WEST COAST TURF

INVITATION FOR BID # 08PB026
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12425 W Bell Road #D100 Surprise AZ
 3. CITY OF CASA GRANDE / ^{Bruce - 520-251-2624}
404 E Florence Blvd Casa Grande, AZ

List all equipment you intend to use in the performance of this Contract, if applicable.

FORKLIFT / ROLLER / TRITO - INSTALL VEHICLE

Signed Joe Turiano
Title SALES MGR
Company WEST COAST TURF

Seabright Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

INSURED: WEST COAST TURF

POLICY NUMBER: #BB1061076

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT- CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Where required by written contract, provided the contract is signed and dated prior to the date of loss to which this waiver applies. In no instance shall the provisions afforded by this endorsement benefit any company operating aircraft for hire.

PERSON OR ORGANIZATION:

Blanket waiver

WC 04 03 06 (4-84)

NOTICE OF AWARD

1. This is to notify you that on _____, the Purchasing Director awarded Bid No. 08PB026 to your company.
2. This notification constitutes an acceptance of your offer to provide the materials/services listed in the bid at the prices quoted. All terms and conditions of the Bid shall apply.
3. The term of this agreement shall be for a period of one (1) year.
4. The agreement shall be administered for the City by a Contract Administrator. The Contract Administrator for the City shall be Bill Sturgill.
5. Detailed invoices including the Bid No. and valid purchase order number must be submitted to the Accounts Payable Section for review and approval before payment can be made.
6. This agreement may be canceled for convenience or cause if in the judgment of the City's Agents, the Contractor fails to comply with the intent or terms and conditions of the Agreement.
7. You are required by the Terms and Conditions of this Bid to furnish (Bonds), submit the appropriate Certificate(s) of Insurance, sign and return this Notice of Award, execute the Maintenance/Service Contract, and complete and return the I.R.S. W-9 form within ten (10) days from receipt of this Notice.
8. If you fail to furnish the documents required in Item #7 within ten (10) days from the receipt of this Notice, the City will consider this as a default and forfeiture of your Bid Bond, if applicable. The City will be entitled to such other rights as may be granted by law.

Please complete the acknowledgment section below and return one copy to the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

Karl Adams
Bid & Contract Specialist

ACKNOWLEDGED:

Signature

Title

Company Name

Date

**CITY OF SCOTTSDALE
MAINTENANCE/SERVICE CONTRACT**

BID NO. 08PB026

PROJECT NAME: GRASS, SOD, STOLONS & SEED

THIS CONTRACT, made and entered into this ____ day of _____, 2007 by and between _____, herein after designated "Contractor" and the City of Scottsdale, County of Maricopa, and State of Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "CITY".

WITNESSETH: That the said Contractor, for and in consideration of the prices on the bid form to be paid him by the said City, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, (if required) hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - CONTRACT DOCUMENTS:

The contract documents shall consist of this Service Contract, the Invitation for Bid, Instruction to Bidders, General Terms and Conditions, Specifications, Bidder Questionnaire (if applicable), Contractor's bid as accepted by the Purchasing Director, Addenda if any, Notice of Award and written Contract Amendments which are incorporated herein by reference and made a part hereof.

ARTICLE II - SCOPE OF WORK:

The Contractor shall furnish any and all labor, materials, equipment transportation and services required to perform all work for the GRASS, SOD, STOLONS & SEED, Bid No. 08PB026, in a good workmanlike and substantial manner, to the satisfaction of the City, strictly pursuant to and in conformity with the Invitation for Bid and addenda having been issued.

The Contractor agrees that this Contract, as awarded, is for GRASS, SOD, STOLONS & SEED and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form.

ARTICLE III - CONTRACT TERM: The term of this contract shall be for a one (1) year period. The City may extend this contract for four (4) additional one (1) year periods year periods as provided within the General Terms and Conditions. The contractor further covenants and agrees, at his own proper cost and expense, to do all work called for by the Invitation for Bid free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified.

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work set forth in the Contract Documents, which are a part hereof, and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the Contractor the amount earned as computed from the prices on the Bid Form made a part hereof.

BID NO. 08PB026

PROJECT NAME GRASS, SOD, STOLONS & SEED

ARTICLE V - Contractor shall not assign this contract, in whole or in part, without the prior written consent of the City.

ARTICLE VI - CONTRACT ADMINISTRATOR: shall be Bill Sturgill, or designee.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named on the date and year first above written.

CITY OF SCOTTSDALE

Mary Manross, Mayor

CONTRACTOR:

REVIEWED BY:

(company name)

Monroe C. Warren
Purchasing Director

address

Pauline Hecker
Risk Management Director

(individual name/title)

Bill Sturgill
Contract Administrator

(signature)

Division Director



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

November 12, 2010

Mr. Julie Foster
West Coast Turf
8950 South 52nd Street, Suite #208
Tempe, AZ 85284

Re: Contract: 08PB026
Grass Sod, Stolons & Seed

Dear Mr. Foster:

Pursuant to your email dated on November 5, 2010, the City of Scottsdale hereby extends Contract 08PB026 for Grass Sod, Stolons & Seed for a period of one (1) year. All terms, conditions and pricing shall remain the same.

Contract terms and conditions require current certificates of insurance for Commercial General Liability, Professional Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. **The certificate(s) provided shall list the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, and include a waiver of subrogation against the City of Scottsdale.** Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	\$1,000,000 each occurrence \$1,000,000 Products-Completed Operations Aggregate \$1,000,000 General Aggregate Current certificate on file <u>valid through 03/01/11</u>
Vehicle Liability Insurance:	\$500,000 each accident Current certificate on file <u>valid through 03/01/11</u>
Workers Compensation and Employer's Liability Insurance:	\$100,000 each accident \$100,000 Disease each employee \$500,000 Disease policy limit Current certificate on file <u>valid through 12/31/10</u>

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

Please ensure the certificate(s) supplied list the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale, and reference Contract Number (08PB026).

Failure to supply and keep current the required insurance certificates may render this extension void.

The new term of the extension shall be from January 30, 2011, through January 29, 2012.
All provisions of the contract shall remain in effect during the new contract period.

If you have any questions, please let me know.

Sincerely,



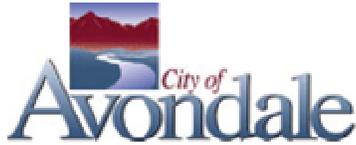
Karie Ingles, CPPB

Bid & Contract Specialist | Purchasing Department | City of Scottsdale

☎ 480-312-5744 | ✉ kingles@scottsdaleaz.gov | 🌐 <http://www.scottsdaleaz.gov/vendors.asp>

cc: Bill Sturgill
Contract Administrator, Parks and Recreation
City of Scottsdale

Enclosures



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement - Desert Edge Auto Body LLC

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director 623-333-4747

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a purchase agreement with Desert Edge Auto Body LLC, for auto body repairs for an annual aggregate amount not to exceed \$49,000.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the City of Peoria entered into a contract with Desert Edge Auto Body, LLC to provide auto body repairs. The initial term of the contract is in effect until October 2011, and provides for additional renewal terms for periods of up to a maximum of 36 months. The City of Peoria contract contains cooperative use language which extends the use of the contracts to other municipalities.

DISCUSSION:

In order to properly maintain City vehicles and equipment, fleet services must purchase parts, supplies and services from qualified vendors. Desert Edge Auto Body LLC is a highly qualified company, currently providing satisfactory services to a number of municipalities in the greater Phoenix area.

BUDGETARY IMPACT:

Funding for necessary auto body services is available in the approved City budget.

RECOMMENDATION:

Staff recommends that the City Council approve a purchase agreement with Desert Edge Auto Body LLC, for auto body repairs for an annual aggregate amount not to exceed \$49,000.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Purchase Agreement](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DESERT EDGE AUTO BODY LLC**

THIS PURCHASE AGREEMENT (this "Agreement") is made as of May 16, 2011, between the City of Avondale, an Arizona municipal corporation (the "City"), and Desert Edge Auto Body LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive bidding process, the City of Peoria, Arizona ("Peoria"), entered into Contract No. ACON43109 dated August 29, 2009, as amended by that certain Amendment Number One dated July 27, 2010 (collectively, the "Peoria Contract") for the Contractor to provide auto body repair services for light cars and trucks. A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by this reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to procure auto body repair services under the Peoria Contract without further public bidding, and the Peoria Contract permits its cooperative use by other public entities including the City.

C. The City desires to purchase auto body repair services (the "Services") from the Contractor under the terms and conditions of the Peoria Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, 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 October 2, 2011 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Peoria Contract. After the expiration of the Initial Term, this Agreement may be renewed for additional term(s) for periods of up to a maximum of 36 months beyond the expiration of the Initial Term (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and (b) the term of the Peoria Contract has been extended pursuant to its renewal options. 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. At least 30 days prior to the expiration of either the Initial Term or any of the Renewal Terms, the City shall provide written notification to the Contractor of its intention to extend or terminate the Agreement.

2. Scope of Work. Contractor shall provide the Services to the City in the quantities and configurations as set forth in purchase orders issued by the City, at the unit rates and under the terms and conditions of the Peoria Contract, attached hereto as Exhibit A.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$49,000.00 for the Services, at the unit rates as set forth in the Peoria Contract and in the quantities and configurations as set forth in purchase orders issued by the City.

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

5. 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 the Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under the Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, 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 the Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to the 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 Section. 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 Section by insertion of the requirements hereof in any subcontract pursuant to the Agreement.

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

7. 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 Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the Peoria Contract.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

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

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Agreement, City-issued purchase orders and the Peoria Contract, the documents shall govern in the order listed herein.

12. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City of Peoria under the Peoria Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

DESERT EDGE AUTO BODY LLC, an
Arizona limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____ 2011,
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 _____, 2011,
by _____ as _____
of DESERT EDGE AUTO BODY LLC, an Arizona limited liability company, on behalf of the
company.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DESERT EDGE AUTO BODY LLC

[Peoria Contract]

See following pages.



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P09-0097 Page 1 of 1
Description: Auto Body Repair for Cars and Light Trucks
Amendment No: One (1) Date: 7/27/2010

Buyer: Scott Green

ORIGINAL

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/02/10.

NEW CONTRACT TERM:

Contract Term: 10/03/10 to 10/02/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<u>Sherry Lowe</u> Signature	<u>8/5/10</u> Date	<u>Sherri Lowe, Owner</u> Typed Name and Title	<u>Desert Edge Auto Body LLC</u> Company Name
<u>6602 W. Myrtle Ave.</u> Address	<u>Glendale</u> City	<u>AZ</u> State	<u>85301</u> Zip Code

Attested by:

Mary Jo Waddell

Mary Jo Waddell, City Clerk

Requested by:

[Signature]

Recommended by:

Ellen Van Riper, Assistant City Attorney

Ellen M. Van Riper
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

August 12, 2010, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/11/10)

CC Number

ACON43109A

Contract Number:

Official File

4 CON 43109A



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No: **P09-0097**

Bid Due Date: **July 22, 2009**

Materials and/or Services: **Auto Body Repair for Cars & Light Trucks**

Time: **2:00 P.M. AZ Time**

Contact: **Scott Green**

Location: **City of Peoria, Materials Management**

Phone: **(623) 773-7417**

Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation for Bid Package.

OFFER

To the City of Peoria:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:

Name: SHERRI LOWE

Telephone: 623-584-3409 Fax: 623-878-2390

DESERT EDGE AUTO BODY LLC
Company Name

Sherri Lowe
Authorized Signature for Offer

6602 W. MYRTLE AVE
Address

SHERRI LOWE
Printed Name

GLENDALE AZ 85301
City State Zip Code

owner-manager
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by: Mary Jo Kief
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Eff. Date: 8/29/09



City Seal

CC

ACON43109
Contract Number

Approved as to form: [Signature]
Stephen M. Kemp, City Attorney

Awarded on August 28, 2009

Official File

[Signature]
Carl Swenson, City Manager

Commercial Certificate of Insurance



FARMERS

Agency
 Name • Christopher Papaccio
 & • Farmers Insurance Agency
 • 1721 N. Arizona Ave. #6
 Address • Chandler, AZ 85225

Issue Date (MM/DD/YY) 09/03/09

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 88 Dist. 12 Agent 12

Insured
 Name • Desert Edge Auto Body LLC
 & • 6602 W. Myrtle Ave.
 • Glendale, AZ 85301
 Address •

Companies Providing Coverage:

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
A	<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	604723975	03/24/09	03/24/10	General Aggregate Products-Comp/OPS Aggregate \$ 2,000,000.00 Personal & Advertising Injury Each Occurrence \$ Fire Damage (Any one fire) \$ Medical Expense (Any one person) \$
A	<input checked="" type="checkbox"/> Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos <input checked="" type="checkbox"/> Garage Liability	604723975	03/24/09	03/24/10	Combined Single Limit \$ Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage Garage Aggregate \$ 60,000.00
	<input type="checkbox"/> Umbrella Liability				Limit \$
A	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	A15182314	07/17/09	07/17/10	Statutory Each Accident \$ 100,000.00 Disease - Each Employee \$ 100,000.00 Disease - Policy Limit \$ 500,000.00

Description of Operations/Vehicles/Restrictions/Special Items:

Automotive Repair and Paint.
 Solicitation # p09-0097

Certificate Holder

Name • City of Peoria
 & • Materials Management & Procurement
 • 8314 W Cinnabar St.
 Address • Peoria, AZ 85345

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

 Authorized Representative



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF BID:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* 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 to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid. Telegraphic (facsimile) or mailgram bid withdrawals will not be considered.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, 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.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria 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.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).



STANDARD TERMS AND CONDITIONS

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Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO 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



STANDARD TERMS AND CONDITIONS

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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 that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer 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 contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.



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21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.



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31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation 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. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



**SPECIAL TERMS AND
CONDITIONS**

Solicitation Number: P09-0097

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Auto Body Repair for Cars and Light Trucks.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Fixed Price Term Indefinite Quantity
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

ADDRESS: City of Peoria
Municipal Operations Center
8850 N. 79th Avenue
Peoria, Arizona 85345
Inventory Warehouse "Diamond Room"

DATE: Tuesday, July 14, 2009



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TIME: 10:00 A.M.

The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to this Invitation For Bid.

10. **Bid Opening:** Bids shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the Request For Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request For Proposals shall be shown only to City Personnel having a legitimate interest in the evaluation. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
11. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
12. **Delivery:** Delivery shall be made within fourteen (14) days of receipt of a purchase order.
13. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
14. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
15. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
16. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
17. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.



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All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

19. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Contract the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under



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this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

20. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

21. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.
22. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
23. **Independent Contractor:**



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a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

24. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.
25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.



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26. **Maintenance:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.

27. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

28. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

29. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

30. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

31. **Samples:** Samples of items, when requested, must be submitted within 72 hours. Unless otherwise specified by the City of Peoria Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.

32. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.

33. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

34. **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.



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35. **Usage Report:** It is an express condition of any award that the successful vendor(s) shall, upon request, provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by commodity number as shown on the bid for each item. Format for the usage report will be issued to the successful bidder(s).
36. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
37. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
38. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.



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- f. Ensure that computer virus protection is up to date.
39. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
40. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
41. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P09-0097**

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

42. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.
43. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



SPECIFICATIONS

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P09-0097**

Company Name:

5. **Hidden Damage:** If latent damage is discovered, the contractor shall notify Fleet Services immediately and prepare an itemized and priced written estimate for the additional work. No hidden damage work shall be done until approved by Fleet Services.
6. **Pickup and Delivery:** The contractor shall be responsible for picking up vehicles to be repaired or renovated from Fleet Services at 8850 North 79th Avenue, and returning repaired vehicles to the same location. The City shall not be charged for this service if the vehicle can be driven safely.
7. **Storage:** The contractor shall keep City vehicles locked and either in a lighted and secured yard, or in a secured building.
8. **Repair Authorization:** The City will provide the contractor with a purchase order for each repair authorized. No work is to be performed without a City of Peoria purchase order.
9. **Alignment:** When alignment is required, frame vehicles shall be thrust aligned and unibody vehicles shall have four wheel alignment. A printout of alignment readings shall be attached to each repair order.
10. **Parts:** Only OEM parts shall be used unless the use of after market or used parts is specifically approved by the City. The City reserves the right to furnish used parts.
11. **Air Conditioning Work:** Refrigerant shall be recycled in accordance with all federal, state and local requirements.
12. **Structural Work:** The contractor shall perform all structural repairs in accordance with the manufacturer's factory recommended repair procedures. If no procedures are recommended by the manufacturer, the I-CAR or equivalent City approved repair procedures shall be used



PRICE WORK SHEET

(to be completed by City)

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P09-0097**

Company Name:

13. Price Evaluation:

The City will use the following methodology for bid price evaluation (Please enter pricing information on the Price Sheet located on Pages 20 and 21 of 26):

a. Parts Cost:

<u>Parts Price List</u>	<u>Assumed Costs at Retail</u>	<u>%Discount Bid</u>	<u>Discounted Parts Cost</u>
OEM	\$8,000.00	<u>16%</u>	<u>6720.00</u>
Aftermarket	\$1,750.00	<u>15%</u>	<u>1487.50</u>
Used	\$ 250.00	<u>15%</u>	<u>212.50</u>
Total Parts Cost:			<u>8420.00</u>

b. Labor Cost:

<u>Labor Category</u>	<u>Assumed Number of Hours</u>	<u>Hourly Rate Bid</u>	<u>Labor Cost</u>
Body	600	<u>22.00</u>	<u>13,200.00</u>
Paint	300	<u>22.00</u>	<u>6,600.00</u>
Mechanical	60	<u>30.00</u>	<u>1,800.00</u>
Frame	40	<u>22.00</u>	<u>880.00</u>
Total Labor Cost:			<u>22,480.00</u>

c. Evaluation Price:

Total Parts Cost	<u>8420.00</u>
Total Labor Cost	<u>22480.00</u>
Total Evaluation Price:	<u>30,900.00</u>

JJ COP
7/27/09



PRICE SHEET
(Vendor Use)

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P09-0097**

Company Name:

6. Subcontracted Work:

<u>Description of Work</u>	<u>Subcontractor and Address</u>	<u>Price</u>
N/A		

7. Paint:

- a. Primer Manufacturer and Brand SHERWIN Williams
 Finish Coat Manufacturer and Brand SHERWIN Williams
- b. Primer cost per quart \$ Application/color specific
 Finish coat cost per quart \$ Color specific

8. Warranty:

- a. List time and terms for contractor work:

SEE ATTACHED
WARRANTY
- b. List time and terms for parts:

SEE ATTACHED
WARRANTY

LIMITED WARRANTY

Desert Edge Auto Body LLC

6602 W. Myrtle Ave. Glendale, AZ 85301

(623) 584-3409

Our shop provides a Limited Warranty on work performed during repair. This Limited Warranty is valid only for as long as you own the vehicle stated herein, and is for the person to whom this Limited Warranty is granted and whose name appears herein and on the original work order. This is a labor only, fragmented four part Limited Warranty, and stipulations pertaining to each fragmented part are stated hereafter:

Metalwork: A Lifetime limited warranty is provided for all metalwork, to include welding and the application of materials utilized in making collision repairs against cracking, flaking, pitting or deterioration, excluding rust repairs. The shop will repair and repaint, excluding rust repairs, any metalwork warranted

Painting, Stripes and Decals: A Three Year limited warranty is provided for all painting-related priming and painting work against solvent blistering, peeling, hazing and excessive loss of pigmentation and a One Year limited warranty on the application and adhesion of decorative stripes and decals, excluding those defects which are caused by extreme environmental conditions to which the vehicle may be exposed. The shop will re-prime, re-paint, re-stripe or re-decal the specific section or sections of the vehicle warranted. Rust repair is excluded.

Mechanical Repairs: A One Year limited warranty is provided for mechanical repairs pertaining directly to original collision damage.

Parts: A One Year limited warranty is provided for parts unless Mfg. warranty is less or more on new parts installed by or at the shop. (Please note: shop warranty does not exceed Mfg. warranty.)

Section 1-4: The shop will repair, repaint or replace any items in section 1-4 when claim is made while the present owner stated herein owns the vehicle, unless caused by or damaged resulting from unreasonable use, maintenance or care of the vehicle. **This Written Warranty shall be null and void if the repair is altered, adjusted or tampered with by any person no authorized by Warranty Grantor. This warranty is not transferable.**

Specifically Excluded: A. Incidental costs, such as towing fees, car rental charges, travel expenses or assemblies and components which are not specifically covered by this Limited Warranty, nor are consequential damages such as damage to other assemblies and components resulting from a defective part or installation of such part installed or repaired during the repair. B. Rust... Surface rust and/or damage caused by rusting of interior or exterior panels is not covered. **This States All the Limited Warranties made by the shop and contains the only promises for which it will be responsible.**

Customer Obligations: In order to obtain the benefits of this warranty, the owner shall:

Present the owner's copy of this warranty document to the warrantor before requesting warranted repairs or parts and

Have any warranted repair, adjustment or inspection made only at the premises of the warrantor during normal business hours.

All Warranties implied by law, including the warranties of merchantability and fitness for a particular purpose, are hereby limited to the warranty period herein and shall expire at the end of such period.

Purchaser Name: _____ **Address:** _____

City: _____ **State:** _____ **Zip Code:** _____

Estimate Number: _____ **Invoice Number:** _____ **Mileage:** _____

Vehicle Yr/Make/Model: _____

Date of Repair Completion: _____

Purchaser's Signature: _____ **Shop Signature:** _____



QUESTIONNAIRE

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P09-0097**

Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: CITY OF GLENDALE cell 623 221-5261 #4
 Contact: ALBERT LEBARLO Phone: 623-930-2630
 Address: 6210 W MYRTLE AVE
 Project Name: -
 Project Description: AUTO BODY REPAIR - Spray-in BEDLINERS
 Project Cost: -

2. Company: RED'S COLLISION
 Contact: RED McCONNELL Phone: 623-869-0813
 Address: 22039 N 24TH AVE
 Project Name: -
 Project Description: FRAME-UNI BODY REPAIR / COLLISION OVERFLOW
 Project Cost: -

3. Company: FARMER INSURANCE
 Contact: CHRIS PAPA CCIO Phone: 480-626-5764
 Address: 1721 N ARIZONA AVE
 Project Name: -
 Project Description: COLLISION REPAIR
 Project Cost: -



QUESTIONNAIRE

**Materials Management
Procurement**
8314 West Cinnabar Street
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Fax: (623) 773-7118

Solicitation Number: **P09-0097**

Bidders are to indicate below any exceptions they have taken to the Specifications:

N/A



QUESTIONNAIRE

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P09-0097**

Attach a copy of your Contractor's License to your bid submittal.



Attach a copy of your Business License to your bid submittal.

**VALID UNTIL REVOKED
OR UNTIL EXPIRES**

CITY OF GLENDALE

TAX & LICENSE DIVISION, GLENDALE, AZ 85301

NOT TRANSFERABLE

BUSINESS NAME AND LOCATION ADDRESS

**DESERT EDGE AUTO BODY LLC
6602 W MYRTLE AVE
GLENDALE AZ 85301**

**ISSUED: AUGUST 1, 2008
EXPIRES: DECEMBER 31, 2009
LICENSE NO: 100052171
BUSINESS CLASS CODE: 17**

TYPE: TRANSACTION PRIVILEGE

NAME AND MAILING ADDRESS

**DESERT EDGE AUTO BODY LLC
6602 W MYRTLE AVE
GLENDALE AZ 85301**

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE



QUESTIONNAIRE

**Materials Management
Procurement**
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P09-0097**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

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



ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION
1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

EFFECTIVE DATE
February 6, 2007

TRANSACTION PRIVILEGE TAX LICENSE
-NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

0700002421229



Issued To: DESERT EDGE AUTO BODY LLC
13824 N 182ND AVE
SURPRISE AZ 85388

20155569

ALL communications and
reports MUST REFER to
this LICENSE NO.

BUSINESS CLASS

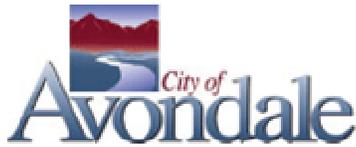
017 Retail

Location: DESERT EDGE AUTO BODY LLC
13824 N 182ND AVE
SURPRISE AZ 85388

PROGRAM CITIES

SURPRISE

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.



CITY COUNCIL REPORT

SUBJECT:
Purchase Agreement – International Surfacing
Systems, Inc.

MEETING DATE:
May 16, 2011

TO: Mayor and Council
FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a purchase agreement with International Surfacing Systems, Inc. for a polymer modified asphalt rubber chip seal application on various City streets within Avondale in the amount of \$425,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

A regularly scheduled program of street pavement maintenance is necessary to extend and maximize the life of City streets and to help assure that the streets are fully serviceable throughout their design life, some as long as 20 years. The City currently schedules fog seals every two (2) to three (3) years and slurry seals or micro-seals every five (5) to seven (7) years.

DISCUSSION:

City staff is always looking into new options for pavement maintenance to maximize the value of each dollar spent, especially with the cost of oil and its related asphalt products always increasing. As a result, new technologies and methods are being created to perform street maintenance, pavement resurfacing and full street reconstruction at the most economical cost to maximum the life of a street.

With the increasing popularity of rubberized asphalt paving, the industry has combined the benefits of rubberized paving with the past practice of chip sealing. One of the benefits of using rubberized asphalt for surface maintenance includes excellent crack sealing characteristics. Existing cracks and imperfections are filled, while new cracks are minimized. In addition, asphalt rubber chip seal can add years to the lifecycle of older pavements. The process can be summarized as follows: a polymer modified asphalt rubber binder material is spread over the street surface and then immediately following, an asphalt cement pre-coated aggregate chip is evenly spread over the asphalt rubber material. The pre-coated chips are then compacted into the asphalt rubber material with pneumatic rollers. Aggressive sweeping then takes place to remove any loose chip material. Utility adjustments are not typically required and re-striping takes place as with other street surfacing products. The pavement surface will have a slightly more coarse texture than standard asphalt which provides for excellent skid resistance on residential streets.

City staff has inspected several past asphalt rubber chip seal projects completed in the City of Peoria and believe the product has merit. Staff recommends the City try it on select City Streets as a trial run. If the project turns out favorably, staff will recommend adding the asphalt rubber chip seal product to the City's pavement maintenance options.

The following streets have been selected by staff and deemed a good candidate for use of asphalt rubber chip seal pavement maintenance:

- Rio Vista Subdivision
- Crystal Gardens Subdivision
- Palm Gardens Subdivision
- Brinker Drive from Dysart Road to Eliseo C. Felix Jr. Way
- Riley Drive from Dysart Road to Eliseo C. Felix Jr. Way
- Eliseo C. Felix Jr. Way from Van Buren Street south 2,500 feet
- Indian Springs Road from El Mirage Road west to City limit

Initially, staff was considering a smaller scope and budget. However, with the success of past asphalt rubber projects in the City and more streets qualifying for this phase of maintenance, additional neighborhoods and streets were added to the scope of work at this time. The initial budget estimates were also increased to account for the recently renewed contract with the City of Peoria which accounts for oil product price increases. Traffic control and pavement markings are also included in the \$425,000 contract amount.

BID PROCESS:

The City will utilize the recently renewed City of Peoria agreement with International Surfacing Systems, Inc. for polymer modified asphalt rubber chip seal application. The City of Peoria's contract contains cooperative use language which extends the use of the contracts to other municipalities.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	05/17/11
Pre-Construction Conference	05/23/11
Issue Notice to Proceed	06/20/11
Begin Construction	07/22/11
Completion	07/08/11

BUDGETARY IMPACT:

Funding in the amount of \$262,000 is available in this fiscal year's CIP Street Fund Line Item No. 304-1020-00-8420, Citywide Preventive Street Maintenance. The remaining funding is available in CIP Street Fund Line Item No. 304-1009-00-8420, Citywide Street Enhancements.

RECOMMENDATION:

Staff recommends that the City Council approve a purchase agreement with International Surfacing Systems, Inc. for polymer modified asphalt rubber chip seal application on streets and roadways within Avondale City limits in the amount of \$425,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

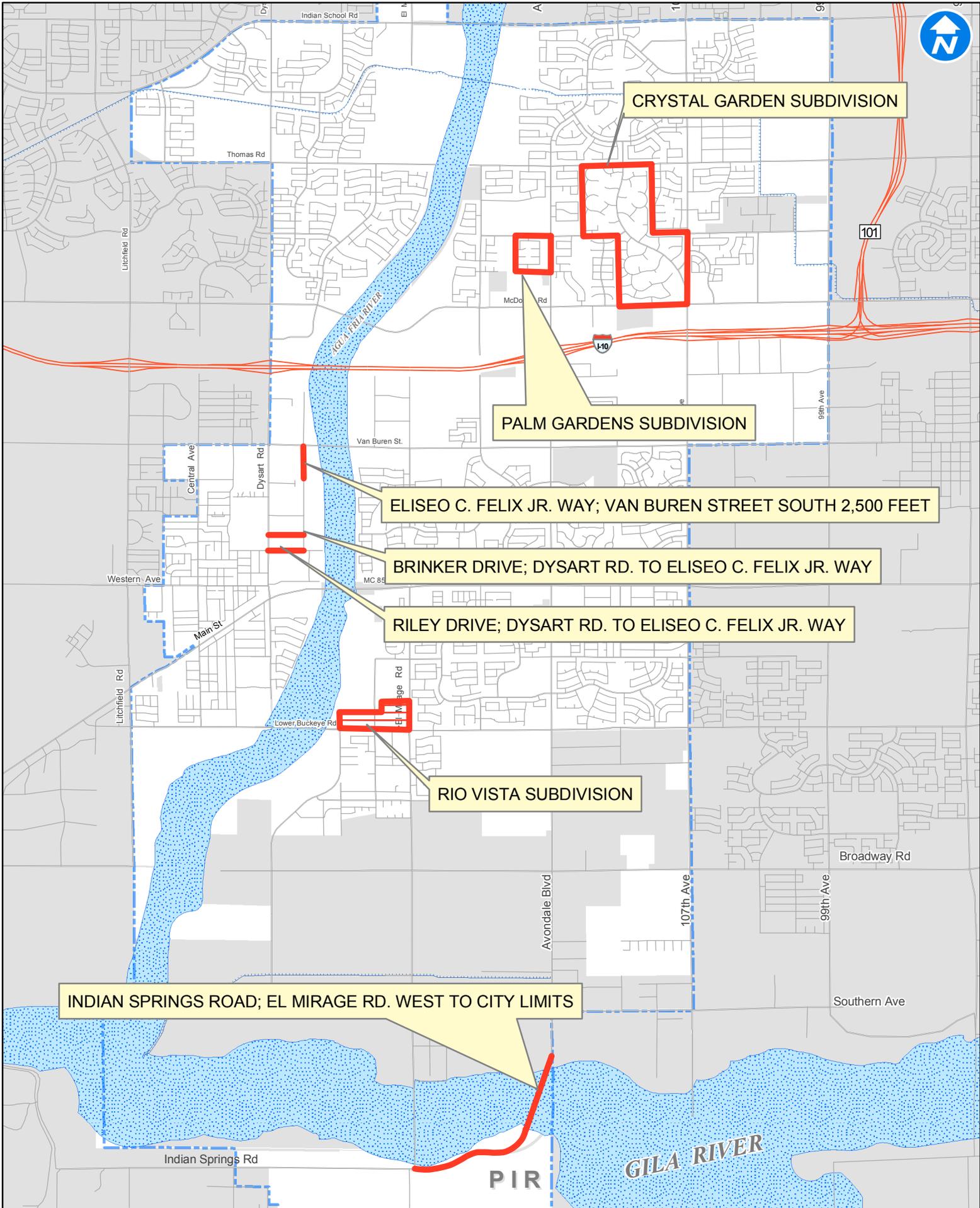
ATTACHMENTS:

Click to download

 [Vicinity Map](#)

 [Purchase Agreement](#)

VICINITY MAP



**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
INTERNATIONAL SURFACING SYSTEMS INC.**

THIS PURCHASE AGREEMENT (the "Agreement") is made as of May 16, 2011, between the City of Avondale, an Arizona municipal corporation ("City"), and International Surfacing Systems Inc., a California corporation (the "Contractor").

RECITALS

A. After a competitive bidding process, the City of Peoria, Arizona ("Peoria"), entered into Contract No. ACON07110 dated February 17, 2010, as amended by that certain Amendment Number One dated March 22, 2010, and as amended again by that certain Amendment No. Two dated January 10, 2011 (collectively, the "Peoria Contract") for the Contractor to provide rubberized chip sealing services. A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by this reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to procure rubberized chip sealing services under the Peoria Contract without further public bidding, and the Peoria Contract permits its cooperative use by other public entities including the City.

C. The City desires to purchase rubberized chip sealing services from the Contractor under the terms and conditions of the Peoria Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, 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 February 16, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Peoria Contract. After the expiration of the Initial Term, this Agreement may be renewed by mutual written amendment for additional term(s) for periods of up to a maximum of 48 months beyond the expiration of the Initial Term (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and (b) the term of the Peoria Contract has been extended pursuant to its renewal options. 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. The Contractor shall provide rubberized chip sealing services (the Services”) to the City in such quantities and configurations as required by the City, in its sole discretion, as set forth in purchase orders issued by the City under the terms and conditions of the Peoria Contract. Purchase orders for issued pursuant to this Agreement shall be attached hereto as Exhibit C, and incorporated herein by reference.

2.1 Reference Standards. Contractor shall perform the Services in conformance with the Uniform Standard Specifications for Public Works Construction and the Uniform Standard Details for Public Works Construction, each as sponsored and distributed by the Maricopa Association of Governments, current editions as of the date of this Agreement (collectively, the “MAG Specifications”), as amended by the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, dated April, 2008 (the “MAG Supplement”). The MAG Specifications and the MAG Supplement are incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail.

2.2 Traffic Control. Traffic control affected by the Services required pursuant to this Agreement shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the “Barricade Manual”) which is incorporated herein by reference. In the event of a conflict between the Barricade Manual and the U.S. Department of Transportation Manual on Uniform Traffic Control Devices, the Barricade Manual shall prevail.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$425,000.00 for Services at the unit rates as set forth in the Quote Sheet, attached hereto as Exhibit B and incorporated herein by reference.

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

5. 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 the Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under the Agreement and (b) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, 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 the Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to the 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 Section. 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 Section by insertion of the requirements hereof in any subcontract pursuant to the Agreement.

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

7. 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 Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the Peoria Contract.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

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

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Agreement, City-issued purchase orders and the Peoria Contract, the documents shall govern in the order listed herein.

12. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City of Peoria under the Peoria Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

INTERNATIONAL SURFACING
SYSTEMS INC., a California corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____ 2011,
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 _____, 2011,
by _____ as _____
of INTERNATIONAL SURFACING SYSTEMS INC., a California corporation, on behalf of the
corporation.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
INTERNATIONAL SURFACING SYSTEMS INC.

[Peoria Contract]

See following pages.



City of Peoria, Arizona Notice of Invitation for Bid



Invitation for Bid No: **P10-0030** Bid Due Date: **January 7, 2010**
 Materials and/or Services: **Polymer Modified Asphalt Rubber Chip Seal** Time: **2:00 PM AZ time**
 Location: **City of Peoria, Materials Management** Contact: **Christine Finney**
 Address: **9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345** Phone: **(623) 773-7115**

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the entire Invitation for Bid Package.

OFFER

To the City of Peoria:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of the City of Peoria Standard Terms and Conditions (CGP Form 202).

For clarification of this offer contact:

Telephone: 209-525-9065 Fax: 209-236-1864

Name _____

International Surfacing Systems

Company Name

Authorized Signature for Offer

P.O. Box 4770

Address

Marc A. Bertsch

Printed Name

Modesto CA 95352

City

State

Zip Code

Vice President

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Mary Jo Waddell, City Clerk

CC



A CON 07110

Contract Number

Official File

City of Peoria, Arizona. Eff. Date: 2-17-10

Approved as to form:

Stephen M. Kemp, City Attorney

Awarded on February 16, 2010

Herman T. Koerber, Jr., Materials Manager
for



BID BOND

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P10-0030**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, International Surfacing Systems

(hereinafter called Principal), as Principal, and Western Surety Company

a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Peoria, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, 10% of Total Amount * (Dollars) (\$ //////////) lawful money of the United States of America, to be paid to the order of the City of Peoria, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

*** Bid**

WHEREAS, the Principal has submitted a bid/proposal for:
Rubber Chip Seal, Bid No: P10-0030

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond, between the amount specified in the bid/proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid/proposal, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

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

Witness our hands this 18th day of December 20 09

International Surfacing Systems

Principal: _____ Seal

BY: MARG A. BERTSCH
Western Surety Company VICE PRESIDENT

Surety _____ Seal

BY: Rosalie A. Miszkief, Attorney-in-Fact
Western Surety Company

Agency of Record 2210 Plaza Dr. # 150
Rocklin, CA 95765

ACKNOWLEDGMENT

State of California
County of Sacramento)

On December 18, 2009 before me, Patricia A. Gouker, Notary Public
(insert name and title of the officer)

personally appeared Rosalie A. Miszkief
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas R Hucik, Jo Anne Hucik, Rosalie A Miskiel, P A Gouker, Individually

of Folsom, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2006.



WESTERN SURETY COMPANY

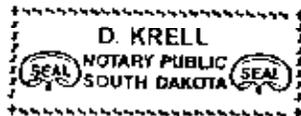
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of December, 2009



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ACKNOWLEDGMENT

State of California
County of Stanislaus

On 4 JAN 10 before me, Teresa L. Szyper, Notary Public
(insert name and title of the officer)

personally appeared Marc A. Bertsch
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teresa L. Szyper (Seal)





BID BOND

Solicitation Number: P10-0030

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the
State of _____ with its principal office in the City of
_____, (hereinafter called the Surety), as Surety, are held
and firmly bound unto the City of Peoria, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of
Bid Amount, _____ (Dollars) (\$ _____) lawful money of the United
States of America, to be paid to the order of the City of Peoria, for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors and ass'ns, jointly and severally,
firmly by these presents and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for:

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into
a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of
Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of
the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the
event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the
Principal pays to the Obligee the difference not to exceed the penalty of the Bond, between the amount specified in
the bid/proposal and such larger amount for which the Obligee may in good faith contract with another party to
perform the work covered by the bid/proposal, then this obligation is void. Otherwise it remains in full force and effect
provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised
Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the
extent as if it were copied at length herein

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

Witness our hands this _____ day of _____ 20__

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record



SOLICITATION AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

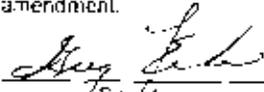
Solicitation No: P10-0030
Description: Rubber Chip Seal
Amendment No: One (1)
Solicitation Due Date: **January 7, 2010**
Solicitation Due Time: 5:00 P.M. Arizona Time

Buyer: Christine Finney

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

- 1. The solicitation P10-0030 is replaced (in its entirety) with the attached document.

Vendor hereby acknowledges receipt and agreement with the amendment.


Signature

1/5/2010
Date

Greg Erks / Project Manager
Typed Name and Title

International Surfacing Systems
Company Name

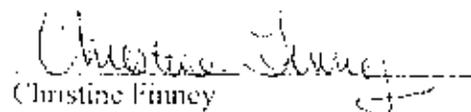
6751 W. Galveston Street
Address

Chandler AZ 85226
City State Zip

The above referenced Solicitation Amendment is hereby Executed

December 15, 2009

at Peoria, Arizona


Christine Finney
Buyer



PRICE SHEET

Solicitation Number: P10-0030

Materials Management

Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
1	Contractor application cost per square yard to include 1/4" or 3/8" Nominal Size Pre-Coated Hot Aggregate as designated. Rubberized Asphalt Cement Application (Rate will be 0.60 Gallon/Square Yard. Can be changed within a Range of 0.55 to 0.65 Gallon/Square Yard). Flush Coat (QS-1h) .08 Gallons per square Yard. Any material, equipment, labor or additional costs to be compliant with the contract.				
1a.	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard				
	Less than 25,000 Square Yards - Cost per	+	SY	\$ _____	
	25,001 to 50,000 Square Yards - Cost per	+	SY	\$ _____	
	50,001 to 75,000 Square Yards - Cost per	+	SY	\$ _____	
	75,001 to 100,000 Square Yards - Cost per	+	SY	\$ _____	
	100,001 to 125,000 Square Yards - Cost per	+	SY	\$ _____	
	125,001 to 150,000 Square Yards - Cost per	+	SY	\$ _____	
	150,001 to 200,000 Square Yards - Cost per	+	SY	\$ _____	
	200,001 to 225,000 Square Yards - Cost per	+	SY	\$ _____	
	225,001 to 250,000 Square Yards - Cost per	+	SY	\$ _____	
	250,001 and Over - Cost per	+	SY	\$ _____	
1b.	3/8" Pre-Coated Hot Aggregate @ 20-30 32 lbs. per Sq. Yard				
	For Low Volume Traffic Only				
	Less than 25,000 Square Yards - Cost per	1	SY	\$ 3.55	
	25,001 to 50,000 Square Yards - Cost per	1	SY	\$ 3.85	
	50,001 to 75,000 Square Yards - Cost per	1	SY	\$ 3.35	
	75,001 to 100,000 Square Yards - Cost per	1	SY	\$ 3.35	
	100,001 to 125,000 Square Yards - Cost per	1	SY	\$ 3.35	
	125,001 to 150,000 Square Yards - Cost per	1	SY	\$ 3.35	
	150,001 to 200,000 Square Yards - Cost per	1	SY	\$ 3.35	
	200,001 to 225,000 Square Yards - Cost per	1	SY	\$ 3.35	
	225,001 to 250,000 Square Yards - Cost per	1	SY	\$ 3.35	
	250,001 and Over - Cost per	1	SY	\$ 3.35	
1c.	Traffic Control per mile in Connection with a Chip Seal Application Project:				
	Arterial Streets:		Mile	\$ 8,000.00	
	Collector Streets:		Mile	\$ 4,000.00	
	Residential Streets:		Mile	\$ 3,000.00	



PRICE SHEET

Solicitation Number: P10-0030

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
1d.	Replacement of Road Markings in Conjunction with a Chip Seal Application Project:				
	Long Line (Yellow)	1	LF	\$ <u>.15</u>	
	Lone Line (White)	1	LF	\$ <u>.15</u>	
	Double Yellow (4" Yellow)	1	LF	\$ <u>.15</u>	
	Skip Line (4" Wide White 15' Stripe/25' Spacing)	1	LF	\$ <u>.15</u>	
	Yellow Circle	1	EA	\$ <u>30.00</u>	
	Yellow Tape	1	LF	\$ <u>4.20</u>	
	Thermo Plastic Cross Walks (12" White)	1	LF	\$ <u>1.44</u>	
	Thermo Plastic Cross Walks / Stop bars (12" White)	1	LF	\$ <u>1.44</u>	
	Thermo Plastic Cross Walks Yellow	1	LF	\$ <u>1.44</u>	
	Thermo Plastic Cross Walks / Stop bars (12" Yellow)	1	LF	\$ <u>1.44</u>	
	Center Turn Lane (4" Wide Yellow)	1	LF	\$ <u>.15</u>	
	Holding Bar (8" White)	1	LF	\$ <u>.29</u>	
	V holding Bar (8" White)	1	LF	\$ <u>.29</u>	
	Squeeze Bar (8" White)	1	LF	\$ <u>.29</u>	
	Edge Line (4" White)	1	LF	\$ <u>.29</u>	
	Bike Lane (6" White)	1	LF	\$ <u>.22</u>	
	Thermo Plastic Left Turn Arrows (8" White)	1	EA	\$ <u>102.00</u>	
	Thermo Plastic Right Turn Arrows (8" White)	1	EA	\$ <u>102.00</u>	
	Thermo Plastic Arrow Straight (8" White)	1	EA	\$ <u>102.00</u>	
	Thermo Plastic Combination Arrows (12" 9" White, 1 each)	1	EA	\$ <u>162.00</u>	
	24" Solid Yellow Circle for placement of school Zone Signs (Thermo Plastic)	1	EA	\$ <u>90.00</u>	
	Thermo Plastic Ahead (8" White)	1	EA	\$ <u>162.00</u>	
	Thermo Plastic Bike Symbol w/Helmet (6" White)	1	EA	\$ <u>198.00</u>	
	Thermo Plastic Only (8" White)	1	EA	\$ <u>102.00</u>	
	Thermo Plastic Ped (8" White)	1	EA	\$ <u>198.00</u>	
	Thermo Plastic School (8" White)	1	EA	\$ <u>330.00</u>	
	Thermo Plastic X-Sing (8" White)	1	EA	\$ <u>234.00</u>	
	Thermo Plastic Bike Symbols (8" White)	1	EA	\$ <u>198.00</u>	
	Bike Symbol (tape)				
	Thermo Plastic "Only" Symbols (White)	1	EA	\$ <u>198.00</u>	
	Remove and Replace Hydrant Markers	1	EA	\$ <u>5.10</u>	
	Remove and Replace Raised Pavement Markings (RPM)	1	EA	\$ <u>5.10</u>	



PRICE SHEET

Solicitation Number: P10-0030

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
<p>AWARD WILL BE BASED UPON THE GRAND TOTAL OF PROJECTS 1 & 2 BELOW. Pricing for Projects 1 & 2 must correlate with the pricing as listed on the price sheet above.</p>					
2.	PROJECT 1: FY-2010 Chip Seal Project (see Attachment A)				
2a.	Area 1 : Sweetwater, 71st Ave -83rd Ave	54,422	SY	\$ 3.35	\$ 182,313.70
	Striping:				
	Thermo Plastic Cross Walks / Stop bars (12" White)	1,578	LF	\$ 1.44	\$ 2,272.32
	Long Line (Yellow)	20,969	LF	\$.15	\$ 3,145.35
	Long Line (White)	41,566	LF	\$.15	\$ 6,234.90
	Thermo Plastic Left Turn Arrows	10	EA	\$ 102.00	\$ 1,020.00
	Thermo Plastic Right Turn Arrows	4	EA	\$ 102.00	\$ 408.00
	Bike Symbols	10	EA	\$ 198.00	\$ 1,980.00
	Yellow Circles	3	EA	\$ 30.00	\$ 90.00
	Yellow Tape	136	LF	\$ 4.20	\$ 571.20
	Remove and Replace Hydrant markers (blue)	22	EA	\$ 5.10	\$ 112.20
	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
	SUBTOTAL PROJECT 1, AREA 1				\$ 204,147.67
2b.	Area 2: 71st Ave, Peoria - Cactus	35,516	SY	\$ 3.35	\$ 118,978.60
	Striping:				
	Thermo Plastic Cross Walks / Stop bars (12" White)	815	LF	\$ 1.44	\$ 1,173.60
	Long Line (Yellow)	10279	LF	\$.15	\$ 1,541.85
	Long Line (White)	23759	LF	\$.15	\$ 3,563.85
	Thermo Plastic Left Turn Arrows	4	EA	\$ 102.00	\$ 408.00
	Thermo Plastic Right Turn Arrows	1	EA	\$ 102.00	\$ 102.00
	Bike Symbols	11	EA	\$ 198.00	\$ 2,178.00
	Remove and Replace Hydrant markers (blue)	15	EA	\$ 5.10	\$ 76.50
	Traffic Control	1	LS	\$ 4,000.00	\$ 4,000.00
	SUBTOTAL PROJECT 1, AREA 2				\$ 132,022.40
2c.	Area 3: Map# S11-T03N-R011	30,022	SY	\$ 3.35	\$ 100,673.70
	Remove and Replace Hydrant markers (blue)	27	EA	\$ 5.10	\$ 137.70
	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
	SUBTOTAL PROJECT 1, AREA 3				\$ 106,811.40



PRICE SHEET

Solicitation Number: P10-0030

Materials Management

Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
2d.	Area 4: Map# S12-T03N-R01E	32,801	SY	\$ 3.35	\$ 109,883.35
	Remove and Replace Hydrant markers (blue)	13	EA	\$ 5.10	\$ 66.30
	Traffic Control	1	LS	\$ 5,700.00	\$ 5,700.00
	SUBTOTAL PROJECT 1, AREA 4				\$ 115,649.65
2e.	Area 5: Map# S10-T03N-R01E	21,322	SY	\$ 3.35	\$ 71,428.70
	Remove and Replace Hydrant markers (blue)	16	EA	\$ 5.10	\$ 81.60
	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00
	SUBTOTAL PROJECT 1, AREA 5				\$ 74,510.30
2f.	Area 6: Map# S15-T03N-R01E	91,457	SY	\$ 3.35	\$ 306,380.95
	Remove and Replace Hydrant markers (blue)	68	EA	\$ 5.10	\$ 346.80
	Traffic Control	1	LS	\$ 14,100.00	\$ 14,100.00
	SUBTOTAL PROJECT 1, AREA 6				\$ 320,827.75
2g.	Area 7: 111th Ave, Northern - Olive	25,972	SY	\$ 3.35	\$ 87,006.20
	Striping:				
	Thermo Plastic Cross Walks / Stop bars (12" White)	539	LF	\$ 1.44	\$ 774.16
	Long Line (Yellow)	14,023	LF	\$.15	\$ 2,103.45
	Long Line (White)	12,588	LF	\$.15	\$ 1,888.20
	Thermo Plastic Left Turn Arrows	4	EA	\$ 102.00	\$ 408.00
	Thermo Plastic Right Turn Arrows	1	EA	\$ 102.00	\$ 102.00
	Bike Symbols	4	EA	\$ 198.00	\$ 792.00
	Bike Lane	4,852	LF	\$.22	\$ 1,067.44
	Edge Line	3,834	LF	\$.29	\$ 1,111.86
	Holding Bar	723	LF	\$.29	\$ 209.67
	Remove and Replace Hydrant markers (blue)	14	EA	\$ 5.10	\$ 71.40
	Traffic Control	1	LS	\$ 4,000.00	\$ 4,000.00
	SUBTOTAL PROJECT 1, AREA 7				\$ 99,536.38
	TOTAL PROJECT 1 (AREA 1-7)				\$ 1,073,505.55



PRICE SHEET

Solicitation Number: P10-0030

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
3.	PROJECT 2: FY-2010 Chip Seal Project - Dirt Roads (see Attachment B)				
3a.	Area 1: Dirt Roads	92,057	SY	\$ 3.35	\$ 308,390.95
	Traffic Control	1	LS	\$ 19,500.00	\$ 19,500.00
	TOTAL PROJECT 2				<u>\$ 327,890.95</u>
	TOTAL PROJECT 1				<u>\$ 1,073,505.50</u>
	TOTAL PROJECT 2				<u>\$ 327,890.95</u>
	SUBTOTAL OF PROJECTS 1 & 2				<u>\$ 1,401,396.50</u>
	TAX				<u>\$ 73,783.53</u>
	GRAND TOTAL				<u>\$ 1,475,180.03</u>



QUESTIONNAIRE

Solicitation Number: P10-0030

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: _____
 Contact: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____
2. Company: _____
 Contact: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____
3. Company: _____
 Contact: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____

2008 Experience Sheet Attached

State	Type of Project	ISS Job#	Owner/Agency	Prime/Sub	Contact	Project Name	Contract Amt	Year Awarded
CA	Modified Binder Cape Seal	08-185	City of Santa Cruz	Prime	Tony Lau, Asst. Engineer (831) 420-5177 Valley Slurry Seal Company	City Residential and Collector Streets Cape Seal-2008 Project	\$ 2,358,593.00	2008
CA	Seal Coat	08-105	City of Sacramento	Sub	Mike Koenig (916) 373-1500 Top Grade Construction	2008 Seal Coat Project (PN: RMB2/R15072012)	\$ 1,495,400.00	2008
CA	AR Chip Seal (SAM-R)	08-200	City of San Jose	Sub	John Moffat or Dennis Frantzen, Proj Eng (925) 260-0182	STP Street Resurfacing/Rehab Project-Round 3 Cape Seal 2008 City Project No. 8195-B	\$ 1,402,548.00	2008
CA	Cape Seal	08-145	City of Fremont	Prime	Gonnie Wong, RE (510) 494-4782	(PWC) Cape & Slurry Seal	\$ 1,218,819.94	2008
CA	Cape Seal	08-155	City of Visalia	Prime	Earl Nielson (559) 713-4633	Various Streets RFB 07-08-23 Annual Street Resurfacing 2008-Phase 2/Street	\$ 1,201,457.99	2008
CA	PMAR Chip/Cape Seal	08-196	City of Napa	Prime	Mike Socorro, Junior Engineer (707) 257-8305 Dan Dayo, RE (760) 872-0794 TEL (760) 937-1868 CELL (760) 872-5201 FAX	Resurfacing and Iron Raising (5651-484) Asphalt Rubber Seal Coat Resurface/Mono-	\$ 1,186,895.58	2008
CA	AR Chip Seal	08-045	CA DEPT of TRANSP (CDOT) Mono County	Prime	(760) 872-5201 FAX	Var 09-337004 2008 PMAR Chip Seal & Micro Surface (Job No. 2295)	\$ 1,186,262.00	2008
CA	Cape Seal	08-120	City of Redding	Prime	Ron DeMaagd (530) 246-7113		\$ 1,153,176.00	2008
CA	Cape Seal	08-136	City of Lodi	Prime	Wesley Fujitani Senior Civil Engineer (209) 333-6710 Leo Evans, Assoc. Eng./Proj. Mgr. (707) 421-3340	Asphalt Rubber Cape Seal 2008-Various Streets 2008 ASPHALT RUBBER CHIP SEAL (ARCS) PROJECT	\$ 1,059,659.50	2008
CA	AR Chip Seal	08-166	City of Suisun City	Prime			\$ 1,053,321.00	2008

2008 Experience
ISS

CA	Cape Seal	08-125	City of Campbell	Prime	Frederick Ho Project MGR/Senior Civil Engineer (408) 866-2156	Collector Streets Rubberized Cape Seal Project 07-05 FED Proj. STPL-6306 (012)	\$ 1,010,212.12	2008
CA	PMAR Chip Seal	08-180	Amador County	Prime	Barbara Belvoir, Senior Proj. Engineer (209) 223-6429	2008 Roadway Sealing Project 08-29/Various County Roads	\$ 998,641.57	2008
CA	AR Chip Seal	08-035	CA DEPT of TRANSP (CDOT) Lake County	Sub	Granite Construction Company Jason Woelbing, PROJ MGR (707) 467-4100 TEL (707) 467-4143 FAX	Lake County Near Lower Lake 01-398604	\$ 947,284.40	2008
CA	Chip Seal	08-070	City of Santa Clara	Prime	Ferdinand Pastrana, ENG DEPT (408) 515-3014 Mike Mitchell (602) 712-8516 TEL (602) 712-3151 FAX	Tasman Drive and Homestead Road Surface Reseal	\$ 927,471.43	2008
AZ	Chip Seal	08-065	AZ Dept of Transp (ADOT)	Prime	Justin Nantker (916) 626-6500 Mark Mengoni, RE (559) 243-3543	US 60 within the Prescott Dist 2008 Rubberized Cape Seal Project: Various Locations	\$ 817,266.00	2008
CA	Cape Seal	08-100	City of Rocklin CA DEPT of TRANSP	Prime	Justin Nantker (916) 626-6500 Mark Mengoni, RE (559) 243-3543	District 06, Route 41 CDOT 06-0J4504 Grayback Chip Seal Klamath Natl	\$ 870,875.00	2008
CA	Chip Seal	08-040	(CDOT) Madera County	Prime	Pamela Ockerman, Contracting Officer (530) 934-1111 Argonaut Constructors (707) 542-4882 TEL (707) 542-3210 FAX	Forest/Happy Camp, CA Contract AC-8129-C-08-0015	\$ 868,395.00	2008
CA	Chip Seal	08-265	USDA-Forest Service	Prime	Pamela Ockerman, Contracting Officer (530) 934-1111 Argonaut Constructors (707) 542-4882 TEL (707) 542-3210 FAX	Place Rubberized Asphalt Concrete on Existing Surfacing	\$ 843,311.75	2008
CA	AR Chip Seal	08-055	CA DEPT of TRANSP (CDOT) Lake County	Sub	Paul Verms, ASST City Engineer (209) 831-4460	Asphalt Rubber Chip Seal Project (FY2008/07)	\$ 808,777.00	2008
CA	AR Chip Seal	08-050	City of Tracy	Prime	Paul Verms, ASST City Engineer (209) 831-4460	Asphalt Rubber Chip Seal Project (FY2008/07)	\$ 785,427.00	2008

2008 Experience
ISS

CA	Cape/Slurry Seal	08-025	City of Roseville	Prime	Luzedevina "Nina" Buelna, ASST ENG (916)746-1300 TEL (916)746-1339 FAX Gloria Bean (520) 888-6411 TEL (620) 888-6899 FAX	2008 Cape/Slurry Seal Project	\$ 769,846.85	2008
AZ	AR Chip Seal	08-110	Pinal County	Prime	Saber Sarwary, PE (650) 760-7370	Pavement Preservation 08-09 Dist 03 2007-2008 Asphalt Rubber Chip Seal Proj MNO# 08-125	\$ 727,023.00	2008
CA	Chip Seal	08-150	City of Redwood City	Prime	Sergio Mendoza, RE (630) 945-2437	Modoc County 02 Mod-139-R10.6.14.7.17.7020 9	\$ 698,388.56	2008
CA	Chip Seal	08-080	CA DEPT of TRANSP (CDOT) Modoc County	Prime	Valley Slurry Seal Company Tim Schmid and Will Cross, Proj. Mgrs. (916) 373-1500	2008 Street Resurfacing Project	\$ 691,707.00	2008
CA	AR Cape Seal	08-175	City of Fort Bragg	Sub	Granite Construction Company Hassan Bilal, Project Manager (408) 327-7073	Silver Creek Valley Road Pavement Resurfacing Project 046683/Granite's J#219488	\$ 689,159.00	2008
CA	AR Chip Seal (SAMI)	08-170	City of San Jose	Sub	Valley Slurry Seal Company (VSS) Mike Wallan (916) 373-1500 TEL (916) 373-1438 FAX	2007-08 Scrub/Slurry Seal Proj. (Rebid) Flagstaff District	\$ 683,280.00	2008
CA	Scrub Seal	08-060	City of South San Francisco	Sub	Mike Mitchell (602) 712-8516 TEL (602) 712-3161 FAX	Double Chip Seal US 89A	\$ 668,209.18	2008
AZ	Chip Seal	08-030	AZ Dept of Transp (ADOT)	Prime	Neyba J. Amezcua, Assoc Eng (559) 562-5945	2008 PMAR Cape Seal Project 2008 Street	\$ 539,209.00	2008
CA	PMAR Cape Seal	08-270	City of Lindsay	Prime	Ann Page, Asst. Eng. (925) 671-3270	Resurfacing Project No. 07-08-Phase II	\$ 525,407.08	2008
CA	PMAR Cape Seal	08-160	City of Pleasant Hill	Prime	Terry Greiner, Project Mgr (650) 947-2623	Street Resurfacing Project 08-15	\$ 479,702.00	2008
CA	AR Chip Seal	08-235	City of Los Altos	Prime	Scott Leska (520) 382-2600 TEL (520) 382-2640 FAX	FY 08-09 Pavement Preservation Prog	\$ 478,128.86	2008
AZ	Chip Seal	08-290	Town of Marana	Prime			\$ 453,654.00	2008

2008 Experience
ISS

CA	Chip Seal	08-140	Contra Costa County	Prime	Jim Steffensen (925) 313-7042 or Win Jamille (925) 313-7322 Jeff Koester, ASST ENG (209) 825-2311 TEL (209) 239-8495 FAX Mike Mitchell (602) 712-8518 TEL (602) 712-3151 FAX	2008 Surface Treatment Program- BPO 24407	\$ 450,000.00	2008
CA	Cape Seal	08-090	City of Manteca	Prime	Michael Clawson (520) 458-3316 TEL (520) 458-0584 FAX Steven Weatherly, EIT, ASST ENG (559) 585-2562	2007-08 Cape Seal Project	\$ 412,077.04	2008
AZ	Chip Seal	08-245	AZ Dept of Transp (ADOT)	Prime	Michael Clawson (520) 458-3316 TEL (520) 458-0584 FAX Steven Weatherly, EIT, ASST ENG (559) 585-2562	Yuma District	\$ 381,319.00	2008
AZ	AR Chip Seal	08-295	City of Sierra Vista	Prime	Michael Clawson (520) 458-3316 TEL (520) 458-0584 FAX Steven Weatherly, EIT, ASST ENG (559) 585-2562	FY 08-09 Annual Street Maint Proj/Rubberized Surface Seals FY 08-09 Cape Seal on Residential Streets Project	\$ 371,174.00	2008
CA	Cape Seal	08-260	City of Hanford	Prime	Michael Clawson (520) 458-3316 TEL (520) 458-0584 FAX Steven Weatherly, EIT, ASST ENG (559) 585-2562	FY 08-09 Annual Street Maint Proj/Rubberized Surface Seals FY 08-09 Cape Seal on Residential Streets Project	\$ 368,465.24	2008
CA	AR Chip Seal	08-180	City of Pleasanton-Sub to O'Grady Paving, Inc	Sub	O'Grady Paving, Inc. Ryan Green, Proj Mgr (650) 260-2662 Cell Valley Slurry Seal Company Mike Wallen (916) 373- 1500	Resurfacing of Various Streets Proj. No. 085003	\$ 313,253.35	2008
CA	AR Chip Seal	08-215	City of Elk Grove	Sub	O'Grady Paving, Inc. Ryan Green, Proj Mgr (650) 260-2662 Cell Valley Slurry Seal Company Mike Wallen (916) 373- 1500	MicroSurfacing and Chip Seal Project 2008	\$ 282,913.96	2008
AZ	Chip Seal	08-240	AZ Dept of Transp (ADOT)	Prime	Mike Mitchell (602) 712-8516 TEL (602) 712-3151 FAX Valley Slurry Seal Company Mike Koenig (916) 373- 1500	Safford District	\$ 279,240.59	2008
CA	Modified Binder Cape Seal	08-265	City of Elk Grove	Sub	Valley Slurry Seal Company Dan Gassen (916) 373-1500 Valley Slurry Seal Company Mike Wallen (916) 373-1500 TEL (916) 373-1438 FAX (916) 416-6053 CELL	Slurry and Chip Seal Project 2008 PT0081	\$ 263,265.00	2008
CA	Scrub Seal	08-205	City of Redding	Sub	Valley Slurry Seal Company Dan Gassen (916) 373-1500 Valley Slurry Seal Company Mike Wallen (916) 373-1500 TEL (916) 373-1438 FAX (916) 416-6053 CELL	Rejuvenating Scrub Seal and Microsurface Project (Job No. 2302)	\$ 254,664.00	2008
CA	Chip Seal	07-160	City of W Sacramento	Sub	Valley Slurry Seal Company Dan Gassen (916) 373-1500 Valley Slurry Seal Company Mike Wallen (916) 373-1500 TEL (916) 373-1438 FAX (916) 416-6053 CELL	Measure K Bryce Road Rehabilitation Project	\$ 250,561.00	2007

CA	Chip Seal	08-010	City of Temple City	Sub	Valley Slurry Seal Company Mike Wallen (916) 373-1500 TEL (916) 373-1438 FAX (916) 416-8053 CELL T Smoens Co INC Russ Mathewson. PROJ MGR (780)354-4681 TEL (805) 650-1776 CELL (760) 354-4682 FAX Bond Blacktop, Inc. Mark Pierce 610- 441-9981 (x301) Gordon Seibert, PE (408) 354-7635	2007-08 Slurry Seal Program/Conv Chip Seal	\$	222,384.00	2008
CA	AR Chip Seal	08-075	Naval Air Weapons Station, China Lake, CA	Sub	Valley Slurry Seal Company Jon James (916) 373-1500 (x115) Jack Holt Fumi Hamanaka, RE (760) 337-3883 George Reed, Inc. (GRI) Kelvin Yee, PROJ MGR (209) 766-5211 CELL (209) 984-5036 FAX Jim Ferguson (928) 289-2422 TEL (928)	Repair Explosive Hauling Roads, SW Area FY 2007-08 Slurry Seal Program SPEC NO 3310 2007-08 Asphalt Rubber Chip Project	\$	183,395.70	2008
CA	Chip Seal	08-020	City of Glendale	Sub	Valley Slurry Seal Company Jon James (916) 373-1500 (x115) Jack Holt Fumi Hamanaka, RE (760) 337-3883 George Reed, Inc. (GRI) Kelvin Yee, PROJ MGR (209) 766-5211 CELL (209) 984-5036 FAX Jim Ferguson (928) 289-2422 TEL (928)	Street Resurfacing (Slurry/Cape Seal) 2008 for City of Monterey and Presidio Municipal Services Agency	\$	179,109.21	2008
CA	Asphalt Rubber	07-265	City of Monte Soreno	Prime	Valley Slurry Seal Company Jon James (916) 373-1500 (x115) Jack Holt Fumi Hamanaka, RE (760) 337-3883 George Reed, Inc. (GRI) Kelvin Yee, PROJ MGR (209) 766-5211 CELL (209) 984-5036 FAX Jim Ferguson (928) 289-2422 TEL (928)	Rubber Chip Project	\$	187,760.00	2007
CA	Slurry/Cape Seal	08-280	City of Monterey	Sub	Valley Slurry Seal Company Jon James (916) 373-1500 (x115) Jack Holt Fumi Hamanaka, RE (760) 337-3883 George Reed, Inc. (GRI) Kelvin Yee, PROJ MGR (209) 766-5211 CELL (209) 984-5036 FAX Jim Ferguson (928) 289-2422 TEL (928)	Street Resurfacing (Slurry/Cape Seal) 2008 for City of Monterey and Presidio Municipal Services Agency	\$	142,187.30	2008
CA	ARAM	07-300	City of Holtville	Sub	Valley Slurry Seal Company Jon James (916) 373-1500 (x115) Jack Holt Fumi Hamanaka, RE (760) 337-3883 George Reed, Inc. (GRI) Kelvin Yee, PROJ MGR (209) 766-5211 CELL (209) 984-5036 FAX Jim Ferguson (928) 289-2422 TEL (928)	2007-08 Street Improvements	\$	140,486.05	2007
CA	AR Chip Seal	09-095	Mariposa County DEPT of PUBLIC WORKS	Sub	Valley Slurry Seal Company Jon James (916) 373-1500 (x115) Jack Holt Fumi Hamanaka, RE (760) 337-3883 George Reed, Inc. (GRI) Kelvin Yee, PROJ MGR (209) 766-5211 CELL (209) 984-5036 FAX Jim Ferguson (928) 289-2422 TEL (928)	Priest Coulterville RD- 2006-03 Storm Damage Project	\$	134,828.96	2008
AZ	Chip Seal	08-275	City of Winslow	Prime	Valley Slurry Seal Company Mike Wallen (916) 373-1500 TEL (916) 373-1438 FAX (916) 416-8053 CELL Valley Slurry Seal Company Dan Gassen (916) 416 6056	2008 Winslow Chip Seal	\$	133,122.00	2008
CA	Cape Seal	07-255	City of Lakeport	Sub	Valley Slurry Seal Company Mike Wallen (916) 373-1500 TEL (916) 373-1438 FAX (916) 416-8053 CELL Valley Slurry Seal Company Dan Gassen (916) 416 6056	Application of Cape Seal Coating on Various Streets	\$	125,949.00	2007
CA	Cape Seal	08-116	City of Palo Alto	Sub	Valley Slurry Seal Company Mike Wallen (916) 373-1500 TEL (916) 373-1438 FAX (916) 416-8053 CELL Valley Slurry Seal Company Dan Gassen (916) 416 6056	2008 Street Maintenance Program, Phase 1	\$	93,000.00	2008

2008 Experience
ISS

CA	Chip Seal	07-310	City of Whittier	Sub	Valley Slurry Seal Company Mike Wallen (916) 373-1500 TEL (916) 373-1438 FAX (916) 418-6053 CELL Valley Slurry Seal Company Mike Wallen (916) 373- 1500 Galedrige Construction INC Molly Galedrige (408) 948-7782 TEL (408) 946-7971 FAX	Pavement Surface Treatment on Various Streets FY 2007-08	\$	69,387.00	2007
CA	Chip Seal	08-250	County of Santa Cruz	Sub	2008 County Service Area (CSA) Resurfacing Project	\$	49,173.00	2008	
CA	CSUMB	08-015	CA State University @ Monterey Bay	Sub	CSUMB Asphaltic Paving Improvements	\$	36,153.00	2008	



QUESTIONNAIRE

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P10-0030**



Attach a copy of your Contractor's License to your bid submittal.

IMPORTANT NOTICE
YOU MUST:

- 1) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. (SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01)
- 2) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. (SEE A.R.S. § 32-1122(B)(1))
- 3) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

INTERNATIONAL SURFACING SYSTEMS
6751 W GALVESTON STREET
CHANDLER AZ 85226

IMPORTANT NOTICE
YOU MUST:

- 1) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. (SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01)
- 2) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. (SEE A.R.S. § 32-1122(B)(1))
- 3) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

INTERNATIONAL SURFACING SYSTEMS
6751 W GALVESTON STREET
CHANDLER AZ 85226

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH
STATE OF ARIZONA JUN 2011
Registrar of Contractors CERTIFIES THAT



INTERNATIONAL SURFACING SYSTEM
S

CONTRACTORS LICENSE NO. ROC123749 CLASS A-
GENERAL ENGINEERING

COMMERCIAL ONLY

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mandell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH
STATE OF ARIZONA JUN 2011
Registrar of Contractors CERTIFIES THAT



INTERNATIONAL SURFACING SYSTEM
S

CONTRACTORS LICENSE NO. ROC123749 CLASS A-
GENERAL ENGINEERING

COMMERCIAL ONLY

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mandell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

STATE OF ARIZONA

Office of the

License No. 123749

Registrar of Contractors

This is to Certify That

INTERNATIONAL SURFACING SYSTEMS (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,

is by order of the Registrar of Contractors on the 3RD day of JUNE in the year One Thousand

Nine Hundred and 97, duly licensed and admitted to engage in and pursue the business of

A--
GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 3RD day of JUNE, 19 97



Michael Galduvici
DIRECTOR



QUESTIONNAIRE

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P10-0030

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No .

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



PERFORMANCE BOND

Solicitation Number: P10-0030

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 20____, for the material, service or
construction described as _____
_____ is
hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement.

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

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

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PERFORMANCE BOND



PAYMENT BOND

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Solicitation Number: P10-0030

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 20____, for the material, service or
construction described as _____
_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

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

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement.

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

Witness our hands this _____ day of _____, 20____

Principal _____ Seal

BY: _____

Surety _____ Seal

BY: _____

Agency of Record PAYMENT BOND



INVITATION FOR BID

INSTRUCTIONS TO BIDDER

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF BID:

- a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered.
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. Bid due date and time is stated as local Arizona time.
- g. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears as the contact on the IFFB. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to an *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. Offerors shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* 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 to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of construction services within fourteen (14) calendar days after an approved pay request is received with a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

8. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of Peoria Materials Management Division.

9. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the Materials Manager to be most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or irregularity, or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the City Council or Materials Manager. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*, unless modified by an Amendment.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
 - a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
 - d. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria 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

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the



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State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

4. This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
5. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
6. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
7. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
8. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
10. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
11. **RELATIONSHIP TO 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 that the Contractor should make arrangements to directly pay such expenses, if any.
12. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as



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provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

13. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
14. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
- a. The Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).
 - b. The Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.
 - c. The Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.
15. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer 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 contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
16. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.



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The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
18. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

19. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
20. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt or shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.



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22. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:
- Waive the non-conformance
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination from the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation 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. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 20 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain



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confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award.
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **DEFINITIONS:** The terms, as used in or pertaining to the contract, are defined as follows:

CITY: The word "City" shall refer to the City of Peoria, Arizona.

CONTRACTOR: The word "Contractor" is defined as the person, firm or corporation with whom the contract is made by the City.

CONTRACT: The word "Contract" will include the Invitation to Bid Notice, Instructions to Bidders, Bid, Bid Bond, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance & Schedule A, Certificate of Completion, Contractor's Affidavit Regarding Settlement of Claims, Contractor's Affidavit Certifying Non-Collusion in Bidding, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Technical Provisions, Performance Provisions, Plans and Addenda thereto.

ENGINEER: The word "Engineer" is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.

MATERIALS: The word "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.

WORK: The word "Work" shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

2. **REFERENCE STANDARDS:**

2.1 The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications," are hereby adopted as part of these contract documents.

2.2 July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2.3 If any contradiction exists between "MAG Specifications" and this solicitation document, the solicitation language shall prevail.

3. **LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of Peoria, Arizona, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.

4. **RIGHTS OF WAY:** The City will provide Rights-of-Way and easements for all work specified in this contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City of Peoria, Maricopa County, Arizona, without the consent of the owner.

The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.



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5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for the work under this Contract. The Contractor further agrees that the City of Peoria will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.
6. **FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.
7. **PAYMENTS TO CONTRACTOR:** Payments will be made on the basis of itemized statements provided by the Contractor in accordance with these Specifications. Three (3) copies of an itemized statement should be submitted to the Office of the City Engineer. After verification, payments will be processed by the Management Services Department. Payments will be mailed by the Engineering Division. The City will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor, and approved by the City Engineer, for work completed through the last day of preceding pay period. The City will retain ten percent (10%) of each such estimate until acceptance of the project. The City will accept Securities in lieu of retention provided the Financial Institution is approved by the City. When required by the City Engineer or his authorized representative for the purposes of determining the equitableness of the Contractor's payment request, the Contractor shall furnish evidence satisfactory to the City Engineer or his authorized representative, of the sums paid by the Contractor for materials, supplies and other items of expense (i.e., lien releases).
8. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.
9. **CHARACTER AND STATUS OF WORKMEN:** Only skilled foremen and workmen shall be employed on work requiring special qualifications.
- When required by the City Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.
- The Contractor shall be responsible for assuring the legal working status of its employees and its subContractor's employees.
10. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.
- Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.
- The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.



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11. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The city will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:

- 11.1. Names and emergency telephone numbers of key personnel involved in the project.
- 11.2. Names and telephone numbers of all subcontractors proposed for use on the project.
- 11.3. A construction progress schedule showing the estimated time for start and completion of the major items of work.
- 11.4. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
- 11.5. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.
- 11.6. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

Each of the above items is subject to the review and approval by the City.

12. **NOTICE TO PROCEED:** Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.

The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

- 12.1. The start of construction in order to arrange for inspection.
- 12.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- 12.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at anytime.
- 12.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
- 12.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

13. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix - Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.



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At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

- 13.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.
- 13.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.
- 13.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.
- 13.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.
- 13.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.
- 13.6. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- 13.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062.
- 13.8. The Police Department shall determine if traffic hazards at construction projects warrant the use of Police Assistants or AZ Post Certified Peace Officers to provide traffic control services. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.
- 13.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.
- 13.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- 13.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.
- 13.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow



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for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

- 13.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.
- 13.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.
- 13.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14. OUTDOOR CONSTRUCTION RESTRICTIONS: Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 - September 29	September 30 - April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

14.A. WORK HOURS IN THE PUBLIC RIGHT-OF-WAY

No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the projects' barricade plan.

During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

15. SURVEY CONTROL POINTS: Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner.

The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

16. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.



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17. **STOCKPILE OF MATERIALS:**

- a. The Contractor may, if approved by the City Engineer, place or stockpile materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.
- b. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

18. **EXCESS MATERIALS:** When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the Peoria City Limits or Planning Area must be approved by the City Engineer or his authorized representative.

Waste material shall not be placed on private property without express permission of the property owner.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.

19. **DUST CONTROL AND WATER:** The dust control measures shall be in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

20. **TEMPORARY SANITARY FACILITIES:** The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.



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21. **ELECTRIC POWER, WATER AND TELEPHONE:** Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.
22. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15).
- As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the contractor. The utility company can often respond to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.
- Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).
23. **SOLID WASTE DISPOSAL:** The contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.
24. **RULES, REGULATIONS, TRAINING AND STANDARDS:** The Contractor and any subcontractors under the direction, control and/or contract of the contractor shall be required to implement, follow and adhere to all existing City and County ordinances and regulations, state and federal laws, and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. It is the responsibility of the Contractor to ensure that any person or persons entering the job site are provided with all necessary and required training and personal protection equipment while at that site. If a contractor is delayed, postponed or given a stop work notice because of any non-compliance to any required rules, regulations, training or standards then there will be no contract time extension allowed because of that non-compliance.
25. **IMMIGRATION ACT:** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Polymer Modified Asphalt Rubber Chip Seal Application**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

ADDRESS: 9875 N. 85th Avenue
Peoria, Arizona 85345
Point of View Conference Room

DATE: Monday, December 21, 2009

TIME: 10:00 a.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to the Invitation For Bid.

4. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
5. **Interpretation of Plans, Specifications and Drawings:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from the Drawings or Specifications, he may, no later than five (5) days prior to the representative bid opening, submit to the City Engineer or his authorized representative a written request for an interpretation or correction thereof. Any interpretations or corrections of the proposed documents will be made only by Amendment duly issued and a copy of each such will be mailed or delivered to each person receiving a set of such documents. The City of Peoria will not be responsible for any other explanations or interpretations of the proposed documents.
6. **Conditions of Work:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
7. **Time of Completion:** The Contractor shall commence work under this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of Peoria and shall fully complete all work under the project within the number of calendar days specified on each Notice to Proceed. The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.



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9. **Plans and Specifications to Successful Bidder:** The successful Bidder may obtain five (5) sets of Plans and Specifications for this project from the Materials Management Office at no cost.
10. **Approval of Substitutions:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least ten (10) days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner.
11. **Use of Equals:** When the specifications for materials, articles, products, and equipment state "or equal", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The City Engineering Division will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative.
- Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. Requests must be received at least ten (10) days prior to the date set for opening of the Bid. The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing.
12. **City of Peoria Off-Site Permit:** The Contractor shall obtain an off-site permit, however, it will be limited to a \$25.00 charge. The Contractor will be responsible for any required Maricopa County permits or other agency permits.
13. **Independent Contractor:**
- a. **General**
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. **Liability**
 - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.



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c. **Other Benefits**

The Contractor is an independent contractor, therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

14. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
15. **Unified Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.
16. **Liquidated Damages:** Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be per MAG Specs., Section 108.9.
- If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
17. **Warranty:** Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.
18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.
- All required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.
- The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.
- Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.
- The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.



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The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

19 Required Insurance Coverage:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.



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In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

20. **Certificates of Insurance:** Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

21. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

22. **Bid Bond:** Non revocable bid security payable to the City of Peoria in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City of Peoria, Materials Management Division by the due date and time cited for this solicitation.

The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the City will:

- Issue a contract award notice for those offers accepted by the City;
- Return all checks to those who have not been issued a contract award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of Peoria Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds shall be executed on the Bid Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

23. **Performance Bond:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of Peoria.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City of Peoria, Materials Management Division within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.



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All performance bonds shall be executed on the Performance Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

24. **Payment Bond:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of Peoria.

Payment security shall be in the form of a payment bond, certified check or cashier's check.

All payment bonds shall be executed on the Payment Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

25. **Tax Formula:** Each bidder shall use the following tax formula for construction projects within the City of Peoria.

- a. Multiply subtotal of bid (including all materials, labor and profit) by 65%.

Example: \$1,000.00 x .65 = \$650.00

- b. Multiply this result times the Peoria tax rate of 8.10%.

Example: \$650.00 x .0810 = \$52.65

for this example: \$52.65 is the applicable tax to be applied to your subtotal in order to obtain the total cost of the bid.

26. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

27. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.



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- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date.
28. **Price Adjustment:** *The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.*



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1. **GENERAL.** The City of Peoria has a requirement for a Polymer Modified Asphalt Rubber Chip Seal application on an ongoing basis throughout the City. It is the City's intent to contract for this project.

2. **LOCATION OF WORK:** This project is located at various locations in the City of Peoria, Arizona.

3. **SCOPE OF WORK:** This work shall consist of furnishing, proportioning and mixing the ingredients necessary to produce a polymer modified asphalt-rubber (PMAR) material, spray application of the PMAR material on an existing pavement surface, and furnishing and application of precoated cover aggregate material in accordance with the requirements of these specifications.

These specifications are to provide the contractor guidelines for the requirements of a rubberized chip seal application. This document is for the use of both the City and the Contractor. Additional work will include some striping, manhole and valve adjustment on an as needed basis.

- A. It is required that the Contractor work within the specified time frame of 8:30 a.m. to 4:00 p.m. daily to avoid traffic delays to residents leaving and arriving home from work, school, etc. The Contractor is expected to stop applying material by 3:00 p.m. to allow for cleanup, etc., by the 4:00 p.m. deadline each day.
 - B. The work on cul-de-sacs, intersection aprons (radii), and localized pavement widening that is difficult for the boot truck to cover shall be done by a hand crew to neat lines and will precede the chip seal train.
 - C. Intersection aprons (radii) requiring chip sealing are shown schematically on Attachment A.
 - D. Every effort shall be made by the Contractor to leave neat lines for the boot truck to match without overlapping or missing areas.
 - E. The head crew foreman will record daily, on a set of contract plans and sheets supplied by the contractor, the work completed and areas missed by the hand crew.
 - F. The reason for skipping an area shall be included in this report.
 - G. This record shall be submitted with the day's materials tickets to the inspector before starting the next day's work.
 - H. Work shall not begin until the Inspector is in receipt of all invoices, tickets, etc., pertinent to the previous day's work.
 - I. The Contractor shall be responsible for clearing the street of any obstruction (low hanging tree limbs, trash piles, etc.) interfering with the completion of the contract.
 - J. Provide the impacted residents with 24-hour notice prior to all tree binnings. (Note: spot filling of chipper is acceptable.)
 - K. All areas temporarily omitted by the Contractor during normal operations shall be logged and a list of the missed areas (addresses or intersections) given the Inspector before the start of the next day's work.
 - L. All areas missed by the chip train or hand crew shall be completed within five (5) working days, including weekends if behind schedule, and reported as completed one day after the work takes place.
 - M. If any missed areas are not completed within five (5) working days, the Contractor shall not be allowed to advance to the next local area or major or collector street until such time as all missed areas have been completed.
 - N. The Contractor shall be responsible for damage to automobiles from Polymer Modified asphalt rubber over spray or aggregate related to the Contractor's work.
4. **DESCRIPTION.** The work under this section shall consist of furnishing, proportioning and mixing the ingredients necessary to produce a polymer modified asphalt-rubber (PMAR) material, spray application of the PMAR material on an existing pavement surface, and furnishing and application of precoated cover aggregate material in accordance with the requirements of these specifications and the details shown on the project plans.

A. Materials



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1) Asphalt Cement

The Asphalt Cement used to produce the *Polymer Modified* asphalt-rubber material shall be a PG 64-16 performance grade asphalt binder conforming to the requirements of MAG 711.

2) Crumb Rubber

The Crumb Rubber (CR) shall be produced primarily from the processing of automobile and truck tires, with final grinding at ambient temperature, and shall meet the gradation requirements shown in Table 1 when tested in accordance with Arizona Test Method 714.

Table 1 - Crumb Rubber Gradation

Sieve Size	Percent Passing
No. 10	100
No. 16	65-100
No. 30	20-100
No. 50	0-45
No. 200	0-5

The crumb rubber shall have a specific gravity of 1.15 ± 0.05 as determined by ASTM D 1817, and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent the rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The individual CR particles, irrespective of diameter, shall not be greater in length than 3/16 of an inch.

The use of CR from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements in Table 1.

3) Polymer

The polymer shall be an SBS (Styrene Butadiene-Styrene) polymer and may be a linear or radial type of polymer with a molecular weight sufficient to meet the end-result physical binder requirements. The SBS polymer shall be in a powdered form. Use of other forms of SBS polymer, such as pellets or flakes, will not be allowed unless accompanied by detailed documentation of an approved method for incorporating that form of SBS polymer into the blend of paving graded asphalt and crumb rubber.

The manufacturer of the polymer modified asphalt rubber binder may establish gradation limits for the powdered SBS polymer as needed to provide the specified physical properties of the resulting PMAR binder.

4) Polymer Modified Asphalt-Rubber (PMAR) Binder

a) PMAR Proportions

The PMAR binder shall contain a minimum of 18% of the crumb rubber and powdered SBS polymer components by total weight of the PMAR blend. The minimum SBS content shall be 2.0 percent by total weight of PMAR blend.

b) PMAR Properties

The PMAR binder shall conform to the requirements shown in Table 2 after reacting at 350°F for a minimum of 60 minutes after blending the asphalt cement and crumb rubber together.



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Table 2 Physical Properties of PMAR Binder

Test Performed	Specified Limits
Rotational Viscosity at 350°F, Pa.s. (10 ⁻³), or cP	1.5 – 3.5
Needle Penetration, 39.2°F, 200g, 60sec, dmm (ASTM D5)	10 Minimum
Resilience, 77°F, % (ASTM D5329)	25 Minimum
Softening Point, °F (ASTM D36)	145 Minimum

c) **PMAR Binder Design**

At least two weeks prior to the use of the PMAR, the Contractor shall submit in writing a PMAR binder design and profile prepared by an approved laboratory. The design shall be formulated at a temperature of 350°F. using asphalt cement, crumb rubber, and SBS polymer materials that are representative of the materials that will be used during field production and shall meet the requirements specified in Table 2. The profile shall be determined over a 24-hour (1,440-minute) interaction period and shall present the results obtained for each physical property test listed. An example PMAR binder profile is presented in Table 3. Submittal requirements are presented in Section 3 of these specifications.

Table 3 - Example PMAR Binder Design Profile

Test Performed	Minutes of Reaction					Specified Limits
	60	90	240	360	1,440	
Rotational Viscosity at 350°F, Pa.s, (10 ⁻³), or cP	X	X	X	X	X	1.5 3.5
Needle Penetration, 39.2°F, 200g, 60sec, dmm (D5)	X		X		X	10 Minimum
Resilience, % (D5329)	X		X		X	25 Minimum
Softening Point, °C (D36)	X	X	X	X	X	145 Minimum

Notes:

- Six hours (360 minutes) after rubber addition, reduce the oven temperature to 275° F for a period of 16 hours. After the 16-hour (1320 minutes) cool down after rubber addition, reheat the binder to 350°F for sampling and testing at 24 hours (1440 minutes)
- "X" denotes required testing.

5) **Aggregate Cover Material (Chips)**

Aggregate cover material, also called chips, shall consist of sound, durable crushed rock or gravel meeting the following requirements.

a) **Gradation**

Cover material (chips) shall meet the gradation requirements in Table 4.



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Table 4 - Cover Material (Chips) Gradation Requirements

Sieve Size	Percent Passing
3/4"	100
1/2"	97-100
3/8"	70-100
1/4"	0-10
No. 8	0-5
No. 200	0-2/

b) Quality Characteristics

Cover material (chips) shall meet the requirements in Table 5.

Table 5 - Cover Material (Chips) Quality Characteristics Requirements

Quality Characteristics	Test Method	Requirement
Abrasion	AASHTO T 96	100 Rev., Maximum 9% 500 Rev., Maximum 40%
Carbonates	Arizona Test Method 238	Maximum 20%
Sodium Sulfate Soundness	AASHTO T 104	Maximum Loss - 12%
Fractured Coarse Aggregate Particles	Arizona Test Method 212	Minimum 90% with at least 2 fractured faces and minimum 95% with at least 1 fractured face
Flakiness Index	Arizona Test Method 233	Maximum 20%

c) Aggregate Retention Testing

Performance of hot applied chip seals depends on retention of the cover material, which is assessed in the laboratory using European Standard EN12272-3, the Vialit Test Concerning Aggregate Retention in Chip Seal Applications, as modified for hot spray applied PMAR binders. Results of Vialit testing shall be included in the submittals

Summary of the Vialit Test Method

PMAR binder materials are applied at a rate of 79 grams to standard size, clean and dry stainless steel plates. Exactly one hundred (100) washed and graded aggregate particles are embedded into the binder. The sample is allowed to cure under specified conditions. Following this cure, the individual plates are conditioned at three different temperatures for 30 minutes. Then a 500 gram steel ball is dropped three (3) times from a distance of 50 cm (20 inches) onto the inverted stainless steel plates. The results are recorded as percent aggregate retention with 90% retention being the minimum allowable value.

Steps for Modified Vialit Test Method

- Hot A-R PMAR binder is pre-heated to approximate application temperature (330° F (165° C) to 375° F (190° C)).
- Record tare weight of each steel plate.
- Pre-heat individual plates in an oven to a minimum of 330° F (165° C).



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- d) Apply 79 grams of A-R *PMAR* binder to each plate.
- e) Return plates to the 330° F (165° C) minimum temperature oven for 15 minutes.
- f) Remove plates from the oven, place on a warm hotplate, and spread and smooth the A-R *PMAR* binder with a hot blade.
- g) Verify binder application weight and adjusted as needed.
- h) With the plate remaining on the warm hotplate, apply 100 particles of washed and graded aggregate, meeting the project specification requirements, in a 10 x 10 matrix.
- i) Prepare three (3) plates for each combination of binder and aggregate.
- j) Return plates to the 330° F (165° C) minimum temperature oven for 15 minutes.

- k) Remove plates from the oven and allow them to cool at room temperature for four to six hours.
- l) Once the room temperature cure is complete, condition individual plates for 30 minutes at each of the following temperatures: 41° F (5° C), 14° F (-10° C) and -3° F (-22° C).
- m) Drop the 500 gram steel ball three times on each of the three samples, report the number of stones that remain attached as percent aggregate retention at test temperature.

5. SUBMITTALS

The following submittal items shall be provided to the Engineer a minimum of 15 days prior to the planned start date for *PMAR* construction to verify compliance with specifications. The Engineer may choose to request samples of the *PMAR* and its components, and of the cover aggregate for verification or future reference.

A. Certificates of Compliance conforming to Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction Subsection 106.05 shall be submitted to the engineer for each material used in *PMAR* binder and for the blended *PMAR* binder. The certificate shall certify that the subject material conforms to the requirements in these special provisions. When requested by the engineer, the contractor shall also submit samples with the certificates of compliance.

- 1) Material Safety Data Sheets (MSDS): The contractor shall provide the engineer with an MSDS for each of the constituent components of the *PMAR* binder and for the blended *PMAR* binder.
- 2) *PMAR* Binder Design and Profile including the following information:
 - a) Asphalt Cement
 - Source of Asphalt Cement
 - Grade of Asphalt Cement
 - Percentage of Asphalt Cement by total weight of *PMAR* mixture
 - 3) Crumb Rubber
 - Source of crumb rubber
 - Grade of crumb rubber
 - Percentage of crumb rubber by weight of asphalt cement
 - Percentage of crumb rubber total weight of the *PMAR* mixture
- 4) SBS Polymer



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- Source and identification of SBS Polymer
- Grade of SBS Polymer.
- Identify the form of SBS Polymer used. The SBS polymer shall be in powdered form. Use of other forms of SBS polymer, such as pellets, flakes, or other, will not be allowed unless accompanied by detailed documentation of an approved method for incorporating that form of the SBS polymer into the blend of paving grade asphalt, asphalt modifier and CRM.
- Percentage of SBS Polymer by total weight of the Polymer Modified Asphalt Rubber mixture

5) Aggregate

- a) Source
- b) Gradation - Results of sieve analysis
- c) Quality characteristics - Results for each parameter
- d) Retention - Results of Vialit tests

6. **CONSTRUCTION SPECIFICATIONS:** The work done and materials used in this project shall be in accordance with the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (MAG) and Arizona Standard Specifications for Road and Bridge Construction 2008 Edition, except as modified herein.

A. Weather Limitations

Polymer Modified Asphalt-rubber chip seals shall be constructed only when the ambient temperature is at least 70°F and rising, but no more than 105°F, and there is no imminent threat of rain.

B. Preparation of Surfaces

Immediately before applying the tack coat, the area to be surfaced shall be cleaned of dirt and other objectionable material. In urban areas, a self-propelled pick-up sweeper is required. In rural areas, power brooms may be used. When necessary, cleaning shall be supplemented by hand broom.

C. *Polymer Modified Asphalt-Rubber Binder*

1) Production, Sampling and Testing

- a) The paving asphalt, CR, and SBS Polymer shall be combined and mixed together at the production site in a blender unit to produce a homogeneous mixture. The SBS polymer shall be added to and mixed with the paving asphalt in accordance with the approved process used in the polymer modified asphalt rubber binder design. The CR should be added after the SBS has been thoroughly dispersed throughout the paving asphalt
- b) The method and equipment for combining the paving asphalt, CR, and SBS polymer shall be so designed and accessible that the engineer can readily determine the percentages by weight for each material being incorporated into the mixture
- c) The combined materials shall be reacted for a minimum of 60 minutes after incorporation of all the CR and SBS Polymer at a temperature between 350°F and 375°F, and not to exceed 400°F.
- d) After reacting, the blended polymer modified asphalt rubber binder shall conform to the requirements in Table 2. Obtain at least one 1-gallon sample of each batch of A-R PMAR binder used each day for verification of compliance with Table 2 requirements.



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- e) Viscosity testing is performed in the field to verify specification compliance prior to spray application. The PMAR binder must be reacted for a minimum of 60 minutes AND achieve a viscosity of 1,500 cps when measured at 350°F according to the procedure described in ADOT Section 1009 before it can be used.
 - f) Viscosity testing shall be performed at least once for each batch of PMAR produced.
 - g) The Engineer may request a viscosity measurement at any time after the initial 60-minute reaction period has been completed in order to verify compliance with the minimum viscosity requirement.
 - h) If viscosity does not meet the minimum requirement of 1,500 cps, the subject PMAR shall not be applied.
 - i) If any of the material in a batch of PMAR binder is not used within six hours after the reaction period is complete, heating of the material shall be discontinued. Any time the PMAR binder cools below 325°F and is then reheated, it shall be considered a reheat cycle. Only one reheat cycle shall be allowed. The material shall be uniformly reheated to a temperature between 350°F and 375°F, and not to exceed 400°F, prior to use. Reheated PMAR shall not be applied until viscosity measurements verify compliance with the minimum requirement of 1,500 cps at 350°F.
 - j) Additional CR may be added to the reheated binder and reacted for a minimum of 60 minutes. The cumulative amount of CR added shall not exceed 10 percent of the total binder weight. Reheated PMAR binder shall conform to the requirements in Table 2 and must achieve a viscosity of 1,500 cps when measured at 350°F according to ADOT Section 1009 before it can be used.
 - k) If the laboratory test results for resilience, softening point, or penetration do not comply with the requirements in Table 2, payment shall be adjusted based on ADOT Table 1009-3, Asphalt-Rubber Pay Adjustment Table.
- 2) Application
- a) The application temperature of the PMAR binder shall be between 350°F and 400 °F.
 - b) The application rate shall be between .55 and .65 gallons per square yard. The inspector shall make adjustment within range depending on field condition.
 - c) The hot *Polymer Modified* asphalt-rubber shall be applied no more than 100 feet in advance of chip application.
- 3) Cover Aggregate (Chips)
- a) Precoating
Prior to application, the chips shall be heated to a temperature between 275°F and 350°F and precoated with 0.50% + 0.25% paving grade asphalt by dry weight of the chips to provide a "salt and pepper" appearance. The precoated chips shall be supplied to the project site at a temperature between 250°F and 325°F.
 - b) Application
 - i) The hot precoated chips shall be applied immediately after application of the ~~A-R~~ PMAR binder.
 - ii) The chip spreader shall not lag more than 100 feet behind the distributor truck.
 - iii) The average rate of application of the cover material for estimating purposes shall be 32 pounds per square yard. Actual rate will be determined in the field, according to existing conditions.
 - iv) The Contractor will be required to provide actual measurements in field test sections twice per day to the City Inspector, which will show the rate being applied. This will determine the rate of application that will be used for that day's areas completed. Payment will be based on this information and no additional compensation will be allowed for this pay item.
 - c) Sampling and Testing



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- i. Sampling - minimum of one representative sample of precoated cover aggregate per day, or as designated by the Engineer
- ii. Testing
 - For initial compliance evaluation or if subsequent appearance changes, perform extraction to verify the asphalt content and perform sieve analysis on extracted aggregate
 - For subsequent samples, perform sieve analysis on the precoated aggregate

4) Rolling

The rolling of the cover material shall proceed immediately after application to insure maximum embedment of the aggregate. Pneumatic tired rollers shall have a minimum 5,000 pound wheel loads, with minimum tire pressure of 90 psi in each tire. A minimum of three (3) self propelled pneumatic tired rollers shall be used, with enough of these rollers operating so that the initial rolling covers the full width of the aggregate spread with each pass. A minimum of three (3) coverages shall be made with the pneumatic rollers immediately after chip application. Immediately after the pneumatic rollers have completed their passes, one complete pass shall be completed by a 12-14 ton steel-wheeled roller.

After initial sweeping, the Contractor shall make two (2) more complete coverages with the pneumatic rollers, which shall be the final rolling. Maximum speed of rollers shall be five (5) miles per hour. These rollers shall be equipped with operating water systems and shall have the proper tire pressure at all times.

- 5) Initial Sweeping: The Contractor shall perform an initial sweeping of the chip seal coat 1 (one) hour or less after application. Included in this initial sweeping will be the removal of loose chips from all adjacent gutters, sidewalks, landscaping, driveway entrances and adjacent streets not receiving treatment. All sweepers used shall be equipped with at least 1 gutter broom and shall be PM-10 efficient type sweepers. The contractor shall provide a minimum of four (4) sweepers to fulfill this requirement in a timely manner.

The Contractor shall exercise due care not to dislodge chips for tender treatment during initial sweeping. The Contractor is also responsible for providing a "side kick" broom for the purpose of sweeping the joint between sections of seal coat application.

The material shall not be applied until an inspection of the surface has been made by the City of Peoria inspector and he has determined that it is suitable.

- 6) Final Sweeping: Maintenance of the surface shall include the distribution of aggregate over the surface to absorb any free bituminous material, to cover any area deficient in cover coat material and to prevent formation of corrugations. Clean sand may be used in lieu of aggregate to cover any excess binder which comes to the surface. The use of roadside material for this purpose will not be permitted. The Contractor shall perform a final sweeping of the seal coat one (1) week after final rolling. All loose chips shall be removed by the Contractor at this time. Included in this final sweeping will be the removal of loose chips from all adjacent gutters, sidewalks, landscaping, driveway entrances and streets not receiving treatment
- 7) Flush Coat: A maximum of one (1) week after final rolling, and after approved final sweeping a flush coat shall be applied. The flush coat shall consist of CQS-1h as called for in Section 713, and shall be applied at a rate of 0.08 gallons per sq. yard when diluted. The flush coat shall consist of an emulsion of one (1) part water and one (1) part CQS-1h
- 8) Sampling of CQS-1h Flush Coat: The Contractor shall take two (2) one-gallon samples of the CQS-1h flush coat material from each distributor truckload used on the project. Contractor shall furnish the sample containers and take the samples in the presence of the Inspector. Each container shall be clearly marked with pertinent data such as date of application, load number, etc. One container of each set will be submitted by the Inspector to a testing lab to check for specification compliance. The second container of each set shall be retained by the Inspector for a



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backup check in the event the first sample fails to pass the specifications. Containers shall be plastic or glass and shall be sealed immediately to prevent contamination.

- 9) Street Barricading During Sweeping: The Contractor shall also provide as part of the traffic control signs for the following: Speed Limit 25 MPH, Fresh Oil, Loose Gravel, and any other signs which are required to direct or advise the motoring public.
- 10) Construction Water: If water is furnished by the city systems the cost of water will be borne by the contractor. The Contractor will arrange for the water to be metered.
- 11) Load Tickets: Load tickets are to be delivered to the City Inspector for each completed load as each truck arrives at the job site.
- 12) Manhole and Valve Cover Protection and Adjustment: All manhole, valves, survey monument covers and fire hydrant spotters shall be protected by the contractor from placement of the seal coat. When in the opinion of the Inspector, the manhole, valve, or survey monument should be adjusted to final grade, the Contractor shall do so in accordance with the appropriate Maricopa Association of Government's Detail.
- 13) Testing: The Contractor shall submit to the City a sample of each material to be used, at least ten (10) days before application begins.
- 14) Storage of Materials: The Contractor is responsible for locating and acquiring areas to stockpile materials and equipment needed for construction. The Contractor shall obtain letter of release from property owner prior to stockpiling equipment storage. The cost of material stockpiling, equipment storage and cleanup is incidental to the project.
- 15) Coordination of Striping: The application and re-striping shall be handled by the contractor. The contractor will be responsible to provide shop drawings of the existing striping and all striping shall be replaced in-kind unless directed by the Public Works Operations Manager or their designee.

7. PRODUCT APPLICATION SERVICES:

- A. No work will be allowed on weekends and City observed holidays unless otherwise noted or approved by the Public Works Operations Manager or his/her designee. All streets shall be considered critical and shall be opened to traffic as soon as possible. Local access shall be provided at all times. On streets 29-feet in width and greater, the Contractor must maintain a 14 foot travel way on the streets being chip sealed. Streets with more than two lanes or less than 29-feet in width shall be chip sealed in a manner subject to the approval of the Public Works Operations Manager or his/her designee. This may require half passes to be applied.
- B. The Contractor shall provide one off-duty police officer, as defined in the City of Phoenix Traffic Barricade Manual, at signalized intersections of affected from 6:00 a.m. to 7:00 p.m. weekdays, and during working hours nights and weekends when traffic is restricted (as described in the Traffic Barricade Manual). An off duty police officer will be required when project requires work within 250 feet of a signalized intersection.
- C. The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.
- D. Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half sections, or by providing bridging over new concrete. Properties having more than one point of access shall not have more than one access restricted for more than fourteen (14) calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business at least 48 hours prior to imposing restrictions.



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- E. The Contractor shall ensure that all sidewalks on this project remain in compliance with all the issues outlined by the American Disabilities Act of 1990. All pedestrian walking areas, whether paved or unpaved, shall be maintained open and safely usable at all times. Such measures as backfilling or ramping at a 12:1 slope to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Public Works Operations Manager or her designee may request temporary hard-surface walkways, and/or covered pedestrian walkways to be installed at no additional cost to the City.
- F. The Contractor shall provide clean and safe school zones, crosswalks, and walkways for students attending nearby schools during all hours of school use. In addition to school zones and crosswalks, the Contractor shall maintain accessibility to all school bus routes during all hours of school use. The Contractor shall notify the school Principal(s) and the school administration office at least 48 hours prior to any restrictions, and shall restore access as soon as possible.
- G. The Contractor shall maintain the Emergency entrance to Hospital by way of a paved lane for emergency vehicles at all times for the duration of the project. The Contractor shall coordinate with the Hospital 48 hours or more prior to any restrictions, and shall restore access as soon as possible.
- H. The Contractor shall maintain emergency vehicle access to and from the police station at all times. The Contractor shall coordinate with the Police Department 48 hours or more prior to any restrictions, and shall restore access as soon as possible.
- I. The Contractor shall maintain access to all Parks during park hours. The Contractor shall coordinate with the Parks Department 48 hours or more prior to any restrictions, and shall restore access as soon as possible.
- J. The Contractor shall coordinate or provide Solid Waste pick-up for affected residents by relocating trash containers, or by providing alternative measures acceptable to the Solid Waste Division of the City Public Works Department. At any time project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interrupted, the Contractor shall, prior to causing such closure or disruption, make arrangements with the City of Peoria Solid Waste Division in order that refuse collection service can be maintained.
- K. The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Public Works Operations Manager or her designee.
- L. At the time of the Pre-Construction conference, the Contractor shall designate an employee, other than the Project Superintendent, who is well qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic.
- M. Traffic control plans shall be submitted upon a request from the Public Works Operations Manager or her designee and approved 72 hours prior to any work being performed on streets.
- N. Clean-up shall include the removal of chip seal material from gutters, curbs, sidewalks etc., in the job area on a daily basis. Clean-up shall also include any materials used to clean up the chip seal materials. The Contractor shall furnish a proposed Construction Schedule at the pre-construction meeting that includes dates and locations to be chip sealed. The schedule must reflect a daily production rate.
- O. If, in the Public Works Operations Manager or her designee's judgment, seasonal weather conditions will no longer allow proper application of the material, the City may terminate the contract or suspend the contracts without any additional penalties to either party.
- P. The Contractor shall provide schedules every Thursday for the following week's work. The schedule shall include, but not be limited to the following: A map indicating the streets to be chip sealed each day including limits, the sequence of streets for each days work and which side of the street to be resurfaced for each days work.



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- Q. Product application shall not run into the gutter. If it does contractor is responsible for proper clean up. Clean up must be approved by the City of Peoria project inspector.
- R. Contractor is responsible for cleanup of any tracking into private or public driveways.
- S. A punch list will be provided to the contractor of areas that need patching/repair. The Contractor shall have thirty (30) days thereafter to complete punch list work, unless additional time is granted—in writing—by the Public Works Streets Operations Manager or her designee. The Contractor shall notify the Inspector 48 hours in advance of any punch list work to be completed.
- T. Payment for traffic control will be on a lump sum basis for Traffic Control Devices.
- U. Proper traffic control is required in accordance with the Phoenix Barricade Manual. The Contractor must submit traffic control plan(s) for approval. The Contractor shall provide and set-up cones for protection. The only cones permitted during the chip seal application and until the streets are opened up shall be the ORANGE 28" cones. The number of cones on hand must be sufficient (to be determined by the project Inspector) for an entire day's work, including any patchwork done that same day. The spacing of the cones and the signs to be used shall be per the City of Phoenix Traffic Barricade Manual, or at the direction of the Inspector. Unusable traffic control devices will be disposed of at the end of each workday and shall be incidental to the project.
- V. The contractor shall place temporary no parking signs on scheduled roadways to be chip sealed 48 hours in advance of the application. There will be a minimum of ten per block per side or enough to provide clear and concise information to ensure no residential parking on scheduled roadways. The contractor shall place fresh oil signs throughout the project to ensure newly placed chip seal is protected.
- W. All traffic and/or traffic control devices on this project shall be provided, maintained and/or controlled as specified in the City of Phoenix Traffic Barricade Manual.
- X. Any equipment or piece of equipment that fails to produce the desired surface shall be repaired and/or replaced by the Contractor at no cost to the City. The Public Works Operations Manager or their designee shall determine if the equipment and/or finished product are in compliance.
- Y. The Contractor shall notify all residents, apartment managers, and businesses by handbill 48 hours in advance of any street restriction that will affect access to their property. The Contractor shall submit the handbill to the Public Works Operations Manager or his/her designee for approval, prior to its distribution. The handbill will include the month (non-numeric) and dates expected for the restrictions. For Monday work, the notice shall be distributed the preceding Thursday. For Tuesday work, the notice may be distributed the preceding Friday. Should work not occur on the specified day, new notifications will be distributed by the Contractor. This cost shall be incidental to the project. The re-notification shall be a minimum of 24 hours in advance. For rain days, the Contractor may "pre-notify" the citizens of potential non-work in lieu of re-notification.

8. SURFACE TREATMENT STRIPING SPECIFICATIONS:

- A. It is the General Contractors responsibility to notify a Striping Contractor prior to all surface treatments that will cover existing markings. The striping contractor will be responsible to identify all lane dimensions prior to the surface treatment. This shall be accomplished by creating field drawings, and/or placing spot markings on curbing that will allow the striping contractor to replace pavement markings the exact location as prior to the surface treatment. If the City of Peoria wishes to change a striping pattern on a particular section of roadway, they will notify the striping contractor prior to the surface treatment. The City of Peoria will identify the new control points for the striping contractor. All pavement markings shall be completed no longer than three (3) days after the surface treatment.
- B. All pavement applied shall conform to the City of Peoria specifications and the "Manual on Uniform Traffic Control Devices" adopted and being used by A.D.O.T.
- C. The striping contractor shall notify the City of Peoria Public Works Traffic Maintenance Inspector 48 hours in advance of any striping. The striping contractor shall be responsible for layout and installation of permanent pavement markings.



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on final surface course following the control that need to be set no further than 50 feet apart along the lines to be striped. Upon completion of the layout prior to the installation of the permanent pavement markings, the striping contractor shall contact the Traffic Maintenance Inspector to make arrangements for inspection prior to permanent pavement markings. Any striping applied before an approved inspection shall be removed and re-striped at the contractor's expense.

- D. The dimensions shown for pavement striping are to the center of the striping or, in the case of double striping, to the center of the double striping.
- E. Crosswalks, stop bars, legends and turn arrows shall be installed using alkylid thermo plastic applied at 90mil thickness; longitudinal striping shall be installed with water based paint at 15 mil thickness. Paint and bead samples shall be provided to the City of Peoria Traffic Maintenance Inspector upon request.
- F. All raised pavement markers shall be Avery Denison C80 AY for the yellow and C80 BW for the white. They shall be installed with bituminous adhesive which is on the A.D.O.T. approved list.
- G. All raised pavement markers shall be installed so that the reflective face of each marker is facing the direction of traffic flow.
- H. When raised pavement markers are placed along solid striping, the nearest edge of the marker shall offset no less than 4 inches and no more than 6 inches from the nearest edge of striping.
- I. The contractor shall clean the roadway surface to the satisfaction of the inspector by sweeping and/or air blowing immediately prior to the placement of all pavement markings. The roadway surface shall be dry and the air temperature should be no less 50 degrees F and rising.
- J. All dimensions are in feet unless other wise noted on the plans or the detail drawings.
- K. Following completed striping the contractor shall provide individual footage of striping per individual roadway to the inspector



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PROJECT 1 – Area 1



Peoria Public Works Maintenance Fiscal Year 2010 Projects



S14-T03N-R01E

Seal Type

- A/C Chip Seal
- Micro Seal
- Slurry
- RMSE
- Asphalt Overlay

Utility Features

- Hydrant
- Valve
- Manhole



Scale: 1" = 3,000'
Sept 14, 2009

NOTE:
Map Users should verify the
course of all lines and change
before general release only.





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PROJECT 1 – Area 1 (continued)

<u>Map #</u>	<u>Street</u>	<u>From Street</u>	<u>To Street</u>	<u>Width</u>	<u>Length</u>	<u>SqF</u>	<u>SqY</u>	<u>Sacs</u>
S14-T03N-R01E	SWEETWATER AVENUE	79TH AVENUE	83RD AVENUE	62	2,640	163,680	18,187	0
S14-T03N-R01E	SWEETWATER AVENUE	75TH AVENUE	79TH AVENUE	62	2,640	163,680	18,187	0
				TOTALS	5,280	327,360	36,373	

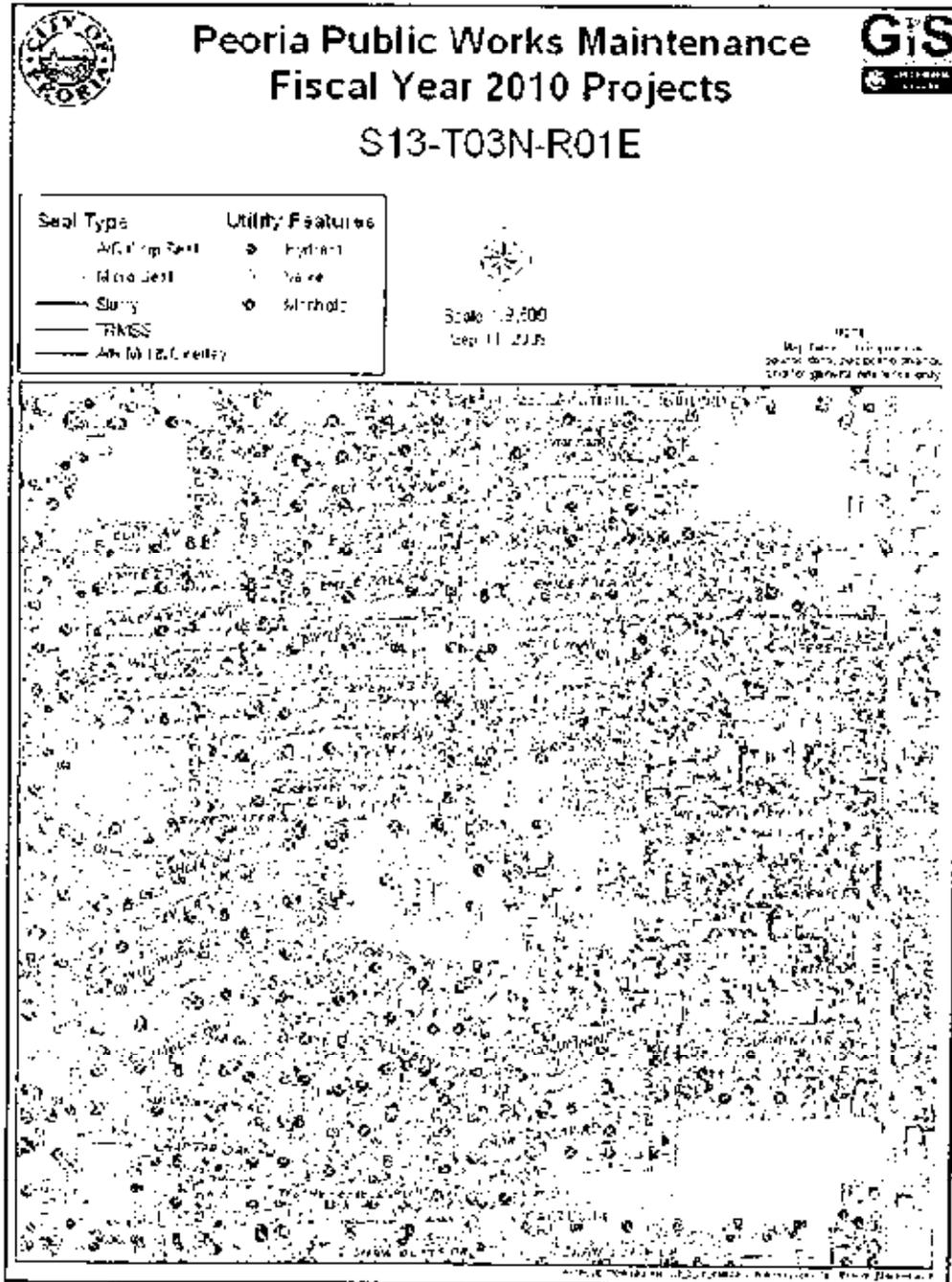


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PROJECT 1 – Area 1 (continued)





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PROJECT 1 – Area 1 (continued)

<u>Map #</u>	<u>Street</u>	<u>From Street</u>	<u>To Street</u>	<u>Width</u>	<u>Length</u>	<u>SqF</u>	<u>SqY</u>	<u>Sacs</u>
S13-T03N- R01E	SWEETWATER AVENUE	71ST AVENUE	75TH AVENUE	62	2,620	162,440	18,049	0



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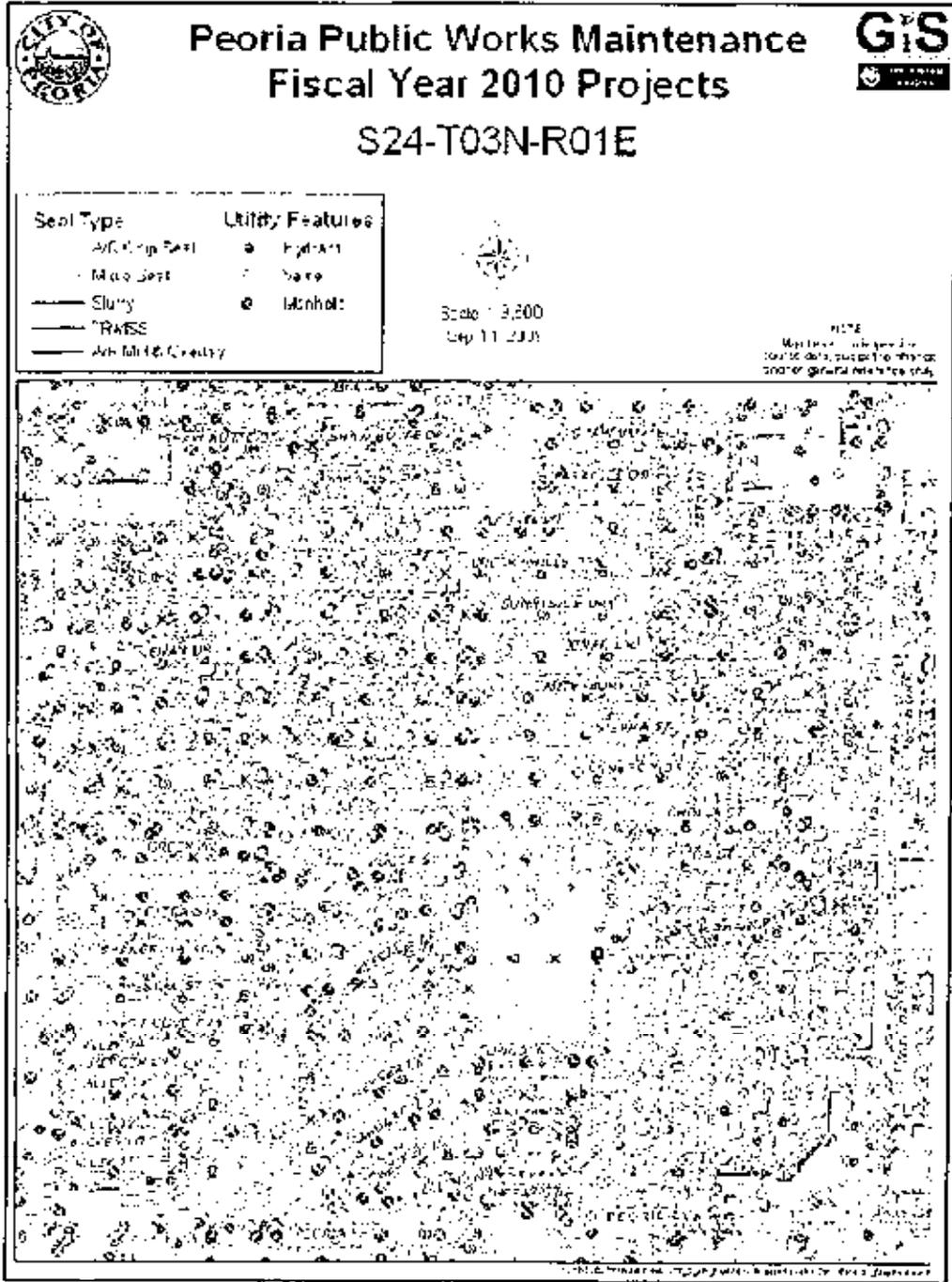
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Solicitation Number: P10-0030

PROJECT 1 - Area 2





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PROJECT 1 – Area 2 (continued)

Map #	Street Name	From Street	To Street	Width	Length	SqFt	SqY's	Sac's
S24-T03N-R01E	71ST AVENUE	CHOLLA STREET	CACTUS ROAD	61	2,626	160,186	17,798	0
S24-T03N-R01E	71ST AVENUE	PEORIA AVENUE	CHOLLA STREET	61	2,614	159,454	17,717	0
TOTALS					5,240	319,640	35,516	

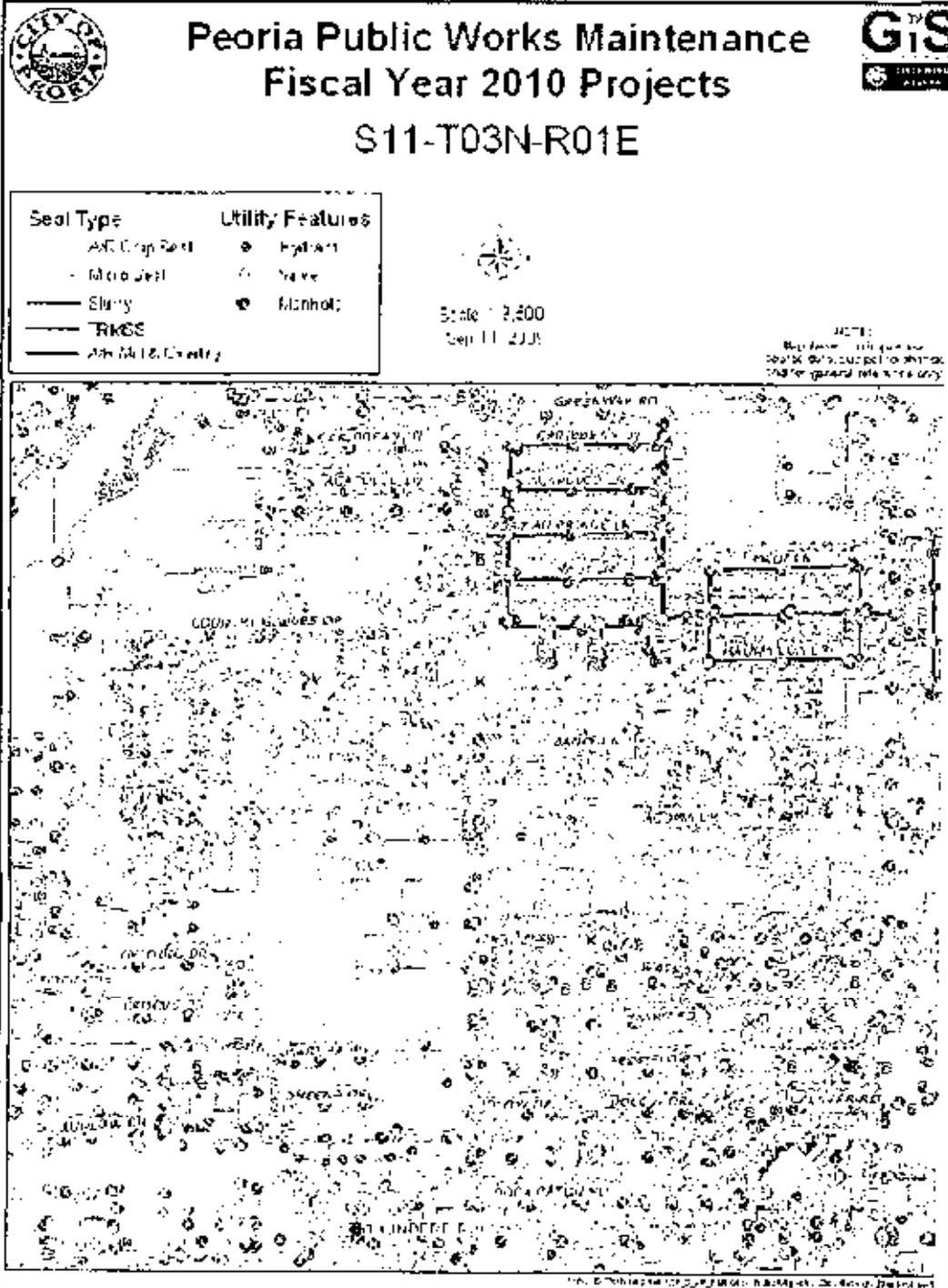


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PROJECT 1 – Area 3





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Project 1 – Area 3 (continued)

Map #	Street	From	To	Width	Length	SqF	SqY	Sacs
S11-T03N-R01E	BOCA RATON RD	EAST END OF ROAD	79TH AVENUE	29	1,730	56,115	6,235	1
S11-T03N-R01E	CALAVAR RD	75TH AVENUE	79TH AVENUE	29	2,690	83,551	9,283	1
S11-T03N-R01E	78TH DRIVE	CALAVAR RD	LUDLOW DRIVE	29	275	7,975	886	0
S11-T03N-R01E	78TH AVENUE	CALAVAR RD	LUDLOW DRIVE	29	280	8,120	902	0
S11-T03N-R01E	77TH AVENUE	THUNDERBIRD ROAD	HEARN ROAD	37	1,382	51,134	5,682	0
S11-T03N-R01E	75TH DRIVE	CALAVAR RD	REDFIELD ROAD	29	240	6,960	773	0
S11-T03N-R01E	LUDLOW DRIVE	78TH DRIVE	79TH AVENUE	29	490	14,210	1,579	0
S11-T03N-R01E	LUDLOW DRIVE	77TH AVENUE	78TH AVENUE	29	645	18,705	2,078	0
S11-T03N-R01E	REDFIELD ROAD	78TH DRIVE	79TH AVENUE	29	505	14,645	1,627	0
S11-T03N-R01E	REDFIELD ROAD	75TH DRIVE	78TH AVENUE	29	1,625	47,125	5,236	0
S11-T03N-R01E	78TH AVENUE	REDFIELD ROAD	HEARN ROAD	29	280	8,120	902	0
S11-T03N-R01E	78TH DRIVE	REDFIELD ROAD	HEARN ROAD	29	260	7,540	838	0
TOTALS				10,402	324,200	36,022		



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PROJECT 1 – Area 4 (continued)

Map #	Street Name	From Street	To Street	Width	Length	SQF	SQY	Sac's
S12-T03N-R01E	69TH DRIVE	CALAVAR RD	EVANS DRIVE	29	1,970	57,130	6,348	0
S12-T03N-R01E	70TH AVENUE	THUNDERBIRD ROAD	CALAVAR RD	29	325	9,425	1,047	0
S12-T03N-R01E	ACOMA DRIVE	71ST AVENUE	EAST END OF ROAD	23	1,270	29,210	3,246	0
S12-T03N-R01E	CROCUS DRIVE	69TH DRIVE	71ST AVENUE	29	1,025	29,725	3,303	0
S12-T03N-R01E	EVANS DRIVE	69TH DRIVE	71ST AVENUE	29	1,035	30,015	3,335	0
S12-T03N-R01E	CALAVAR RD	69TH DRIVE	END OF ROAD	29	865	30,366	3,374	1
S12-T03N-R01E	HEARN ROAD	69TH DRIVE	71ST AVENUE	29	1,005	29,145	3,238	0
S12-T03N-R01E	REDFIELD ROAD	69TH DRIVE	71ST AVENUE	29	1,020	29,580	3,287	0
S12-T03N-R01E	REDFIELD ROAD	67TH AVENUE	WEST END OF STREET	29	1,067	35,721	3,969	1
S12-T03N-R01E	REDFIELD ROAD	71ST AVENUE	WEST END OF STREET	34	251	14,896	1,655	1
				TOTALS	9,833	295,213	32,801	



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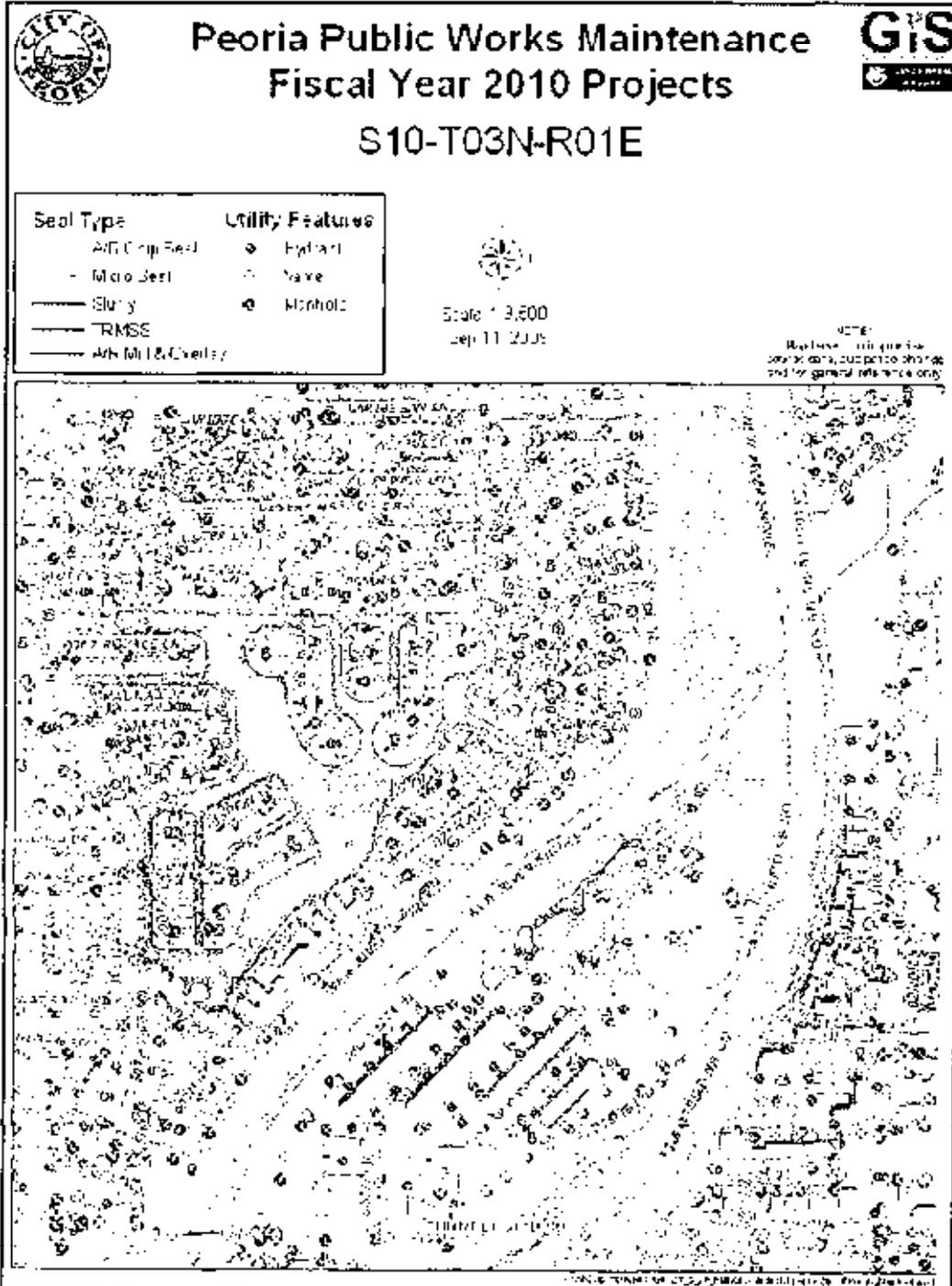
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PROJECT 1 – Area 5





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PROJECT 1 – Area 5 (continued)

<u>Map #</u>	<u>Street Name</u>	<u>From Street</u>	<u>To Street</u>	<u>Width</u>	<u>Length</u>	<u>SqF</u>	<u>Sqv's</u>	<u>Sacs</u>
S10-T03N-R01E	87TH LANE	SOUTH END OF STREET	MAUI LANE	29	1,020	34,200	3,800	1
S10-T03N-R01E	88TH AVENUE	SOUTH END OF STREET	MAUI LANE	29	500	18,900	2,100	1
S10-T03N-R01E	88TH LANE	SOUTH END OF STREET	CUSTER LANE	29	1,340	43,480	4,831	1
S10-T03N-R01E	87TH DRIVE	MAUI LANE	DESERT HARBOR DR	41	440	18,040	2,004	
S10-T03N-R01E	CUSTER LANE	87TH DRIVE	88TH LANE	29	830	27,502	3,056	1
S10-T03N-R01E	ROYALE LANE	88TH LANE	WEST END OF STREET	29	270	12,252	1,361	1
S10-T03N-R01E	MAUI LANE	87TH DRIVE	88TH LANE	30	915	27,450	3,050	0
S10-T03N-R01E	PORT ROYALE LANE	EAST END OF ROAD	87TH LANE	29	270	10,074	1,119	1
TOTALS					5,585	191,898	21,322	



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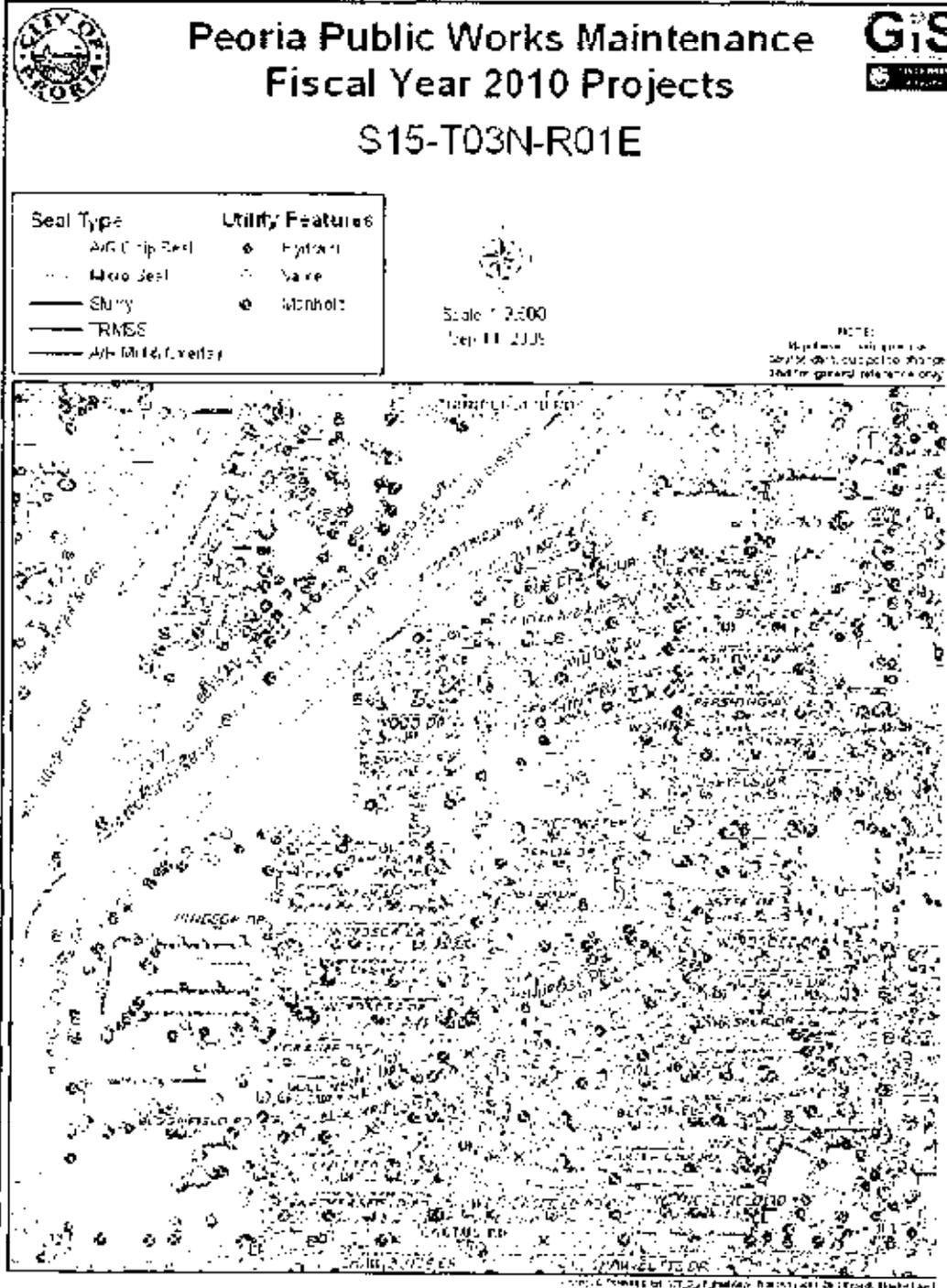
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PROJECT 1 – Area 6





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PROJECT 1 - Area 6 (continued)

Map #	Street	From	To	Width	Length	SqF	Sqy	Sacs
S15-T03N-R01E	BLOOMFIELD RD	83RD DRIVE	86TH LANE	30	2,200	66,000	7,333	0
S15-T03N-R01E	CHARTER OAK ROAD	84TH DRIVE	86TH LANE	30	1,565	46,950	5,217	0
S15-T03N-R01E	COLUMBINE DR	83RD AVENUE	87TH AVENUE	39	2,555	99,645	11,072	0
S15-T03N-R01E	CORRINE DR	83RD DRIVE	86TH DRIVE	30	2,055	61,650	6,850	0
S15-T03N-R01E	86TH DRIVE	COLUMBINE DR	CORRINE DR	30	195	5,850	650	0
S15-T03N-R01E	86TH LANE	WETHERSFIELD ROAD	NORTH END OF STREET	30	975	34,028	3,781	1
S15-T03N-R01E	85TH LANE	WETHERSFIELD ROAD	CHARTER OAK ROAD	30	290	8,700	967	0
S15-T03N-R01E	85TH AVENUE	CACTUS ROAD	SWEETWATER AVENUE	37	2,675	98,975	10,997	0
S15-T03N-R01E	84TH LANE	CORRINE DR	ASTER DRIVE	30	420	12,600	1,400	0
S15-T03N-R01E	84TH DRIVE	CHARTER OAK ROAD	BLOOMFIELD RD	30	265	7,950	883	0
S15-T03N-R01F	83RD DRIVE	BLOOMFIELD RD	NORTH END OF STREET	30	382	16,238	1,804	1
S15-T03N-R01E	83RD LANE	COLUMBINE DR	LARKSPUR DRIVE	30	210	6,300	700	0
S15-T03N-R01E	WETHERSFIELD ROAD	85TH LANE	67TH AVENUE	30	940	28,200	3,133	0
S15-T03N-R01E	LARKSPUR DRIVE	83RD LANE	85TH AVENUE	30	755	22,650	2,517	0
S15-T03N-R01E	WINDROSE DRIVE	83RD DRIVE	84TH LANE	35	1,150	40,250	4,472	0
S15-T03N-R01E	WETHERSFIELD ROAD	EAST END OF ROAD	WEST END OF STREET	30	370	21,823	2,425	2
S15-T03N-R01E	83RD LANE	WINDROSE DRIVE	SWEETWATER AVENUE	39	710	27,690	3,077	0
S15-T03N-R01F	83RD DRIVE	CORRINE DR	WINDROSE PARK	30	245	7,350	817	0
S15-T03N-R01E	85TH LANE	COLUMBINE DR	NORTH END OF STREET	30	100	7,778	864	1
S15-T03N-R01E	ASTER DRIVE	83RD LANE	84TH LANE	30	<u>580</u>	<u>17,400</u>	<u>1,933</u>	0
				TOTALS	18,637	638,027	70,892	



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PROJECT 1 - Area 6 (continued)

<u>Map #</u>	<u>Street</u>	<u>From</u>	<u>To</u>	<u>Width</u>	<u>Length</u>	<u>SqF</u>	<u>Sqy</u>	<u>Sacs</u>
S15-T03N-R01E	ASTER DRIVE	EAST END OF ROAD	87TH AVENUE	29	1,185	34,365	3,818	0
S15-T03N-R01E	DAHLIA DRIVE	83RD LANE	86TH LANE	29	1,815	59,946	6,661	1
S15-T03N-R01E	WINDSOR DRIVE	85TH DRIVE	86TH LANE	29	560	16,240	1,804	0
S15-T03N-R01E	85TH DRIVE	WINDROSE DRIVE	WINDSOR DRIVE	29	240	6,960	773	0
S15-T03N-R01E	86TH LANE	WINDROSE DRIVE	DAHLIA DRIVE	29	910	26,390	2,932	0
S15-T03N-R01E	WINDROSE DRIVE	85TH AVENUE	87TH AVENUE	29	1,215	41,180	4,576	1
				TOTALS	5,925	185,081	20,565	



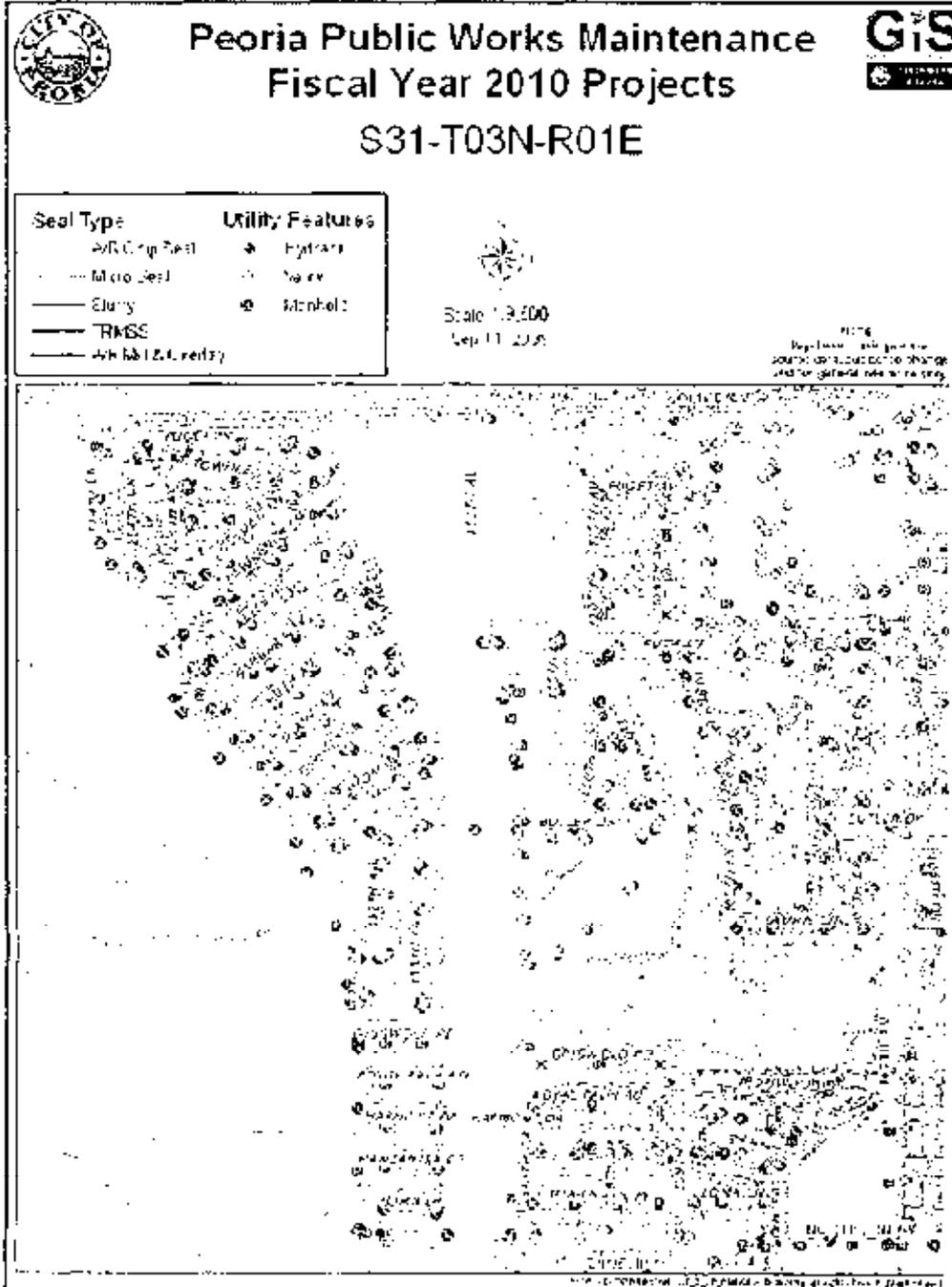
ATTACHMENT A

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P10-0030

PROJECT 1 – Area 7





ATTACHMENT A

Solicitation Number: P10-0030

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROJECT 1 - Area 7 (continued)

<u>Map #</u>	<u>Street</u>	<u>From</u>	<u>To</u>	<u>Width</u>	<u>Length</u>	<u>SqF</u>	<u>Sqy</u>	<u>Sacs</u>
S31-T03N-R01E	111TH AVENUE	BUTLER DRIVE	OLIVE AVENUE	38	2,693	108,034	12,004	0
S31-T03N-R01E	111TH AVENUE	NORTHERN AVE	BUTLER DRIVE	48	2,619	125,712	13,968	0
TOTALS				5,312	5,312	233,746	25,972	



ATTACHMENT B

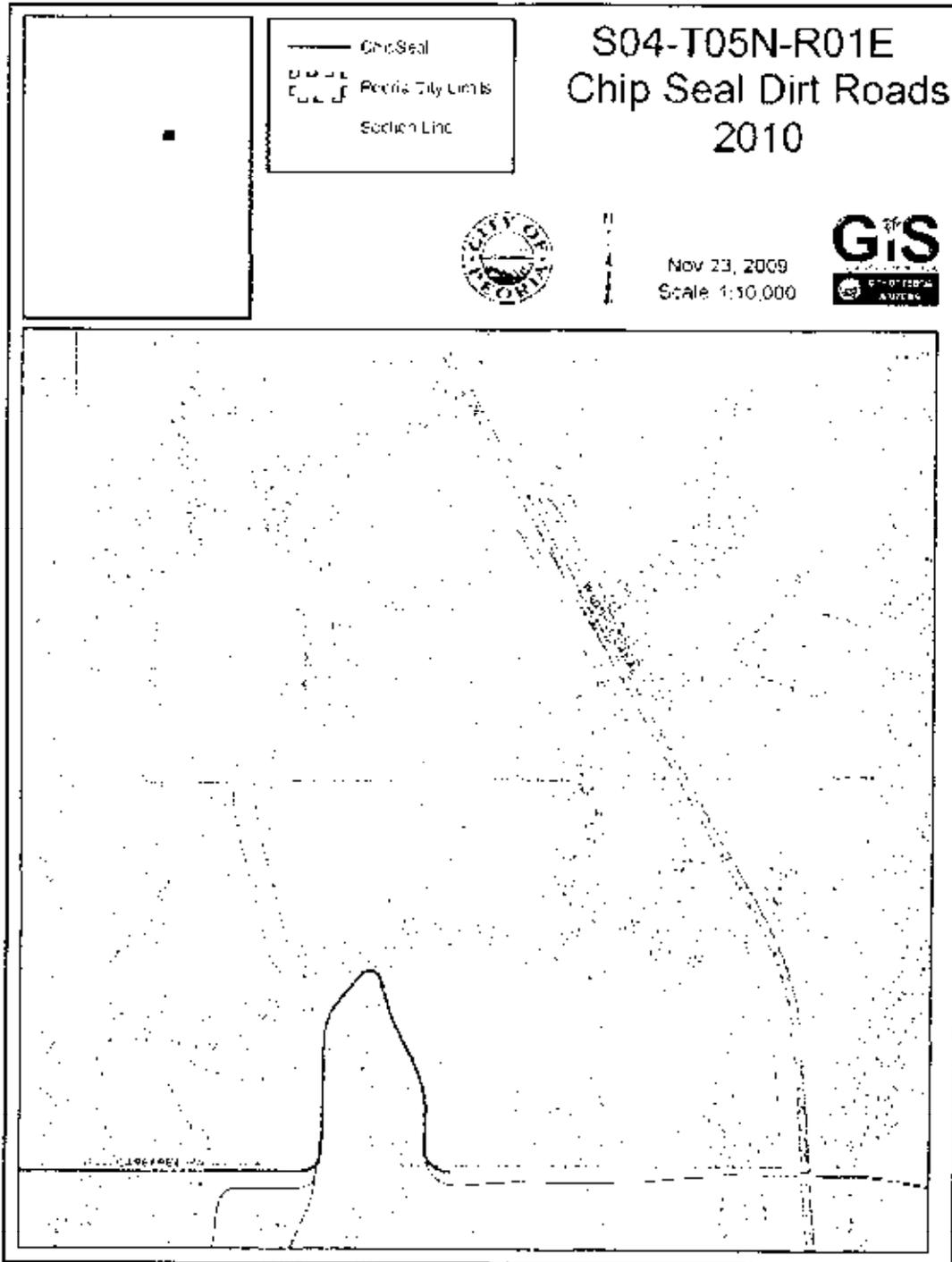
Solicitation Number: P10-0030

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROJECT 2 – Dirt Roads (continued)





ATTACHMENT B

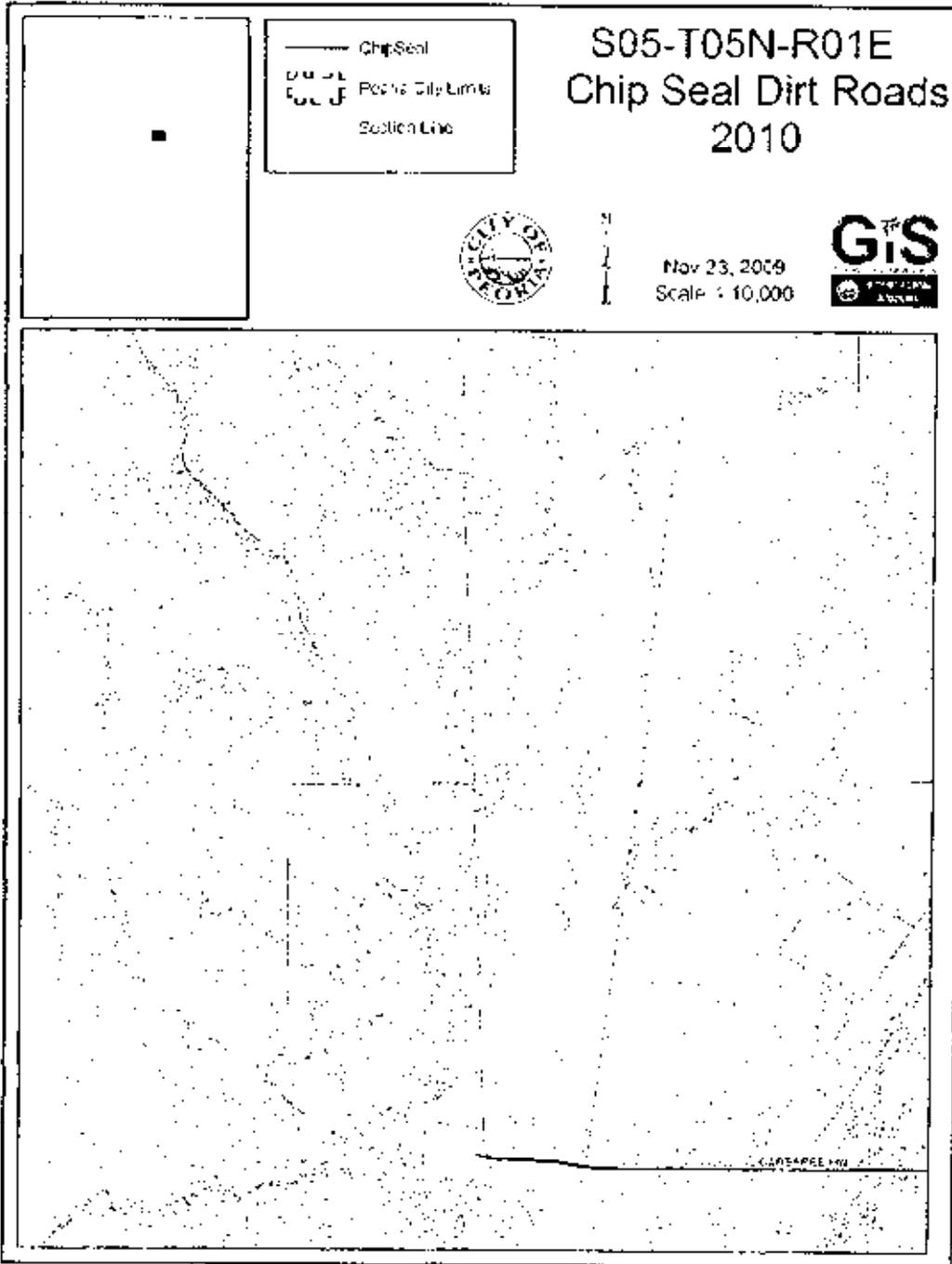
Solicitation Number: P10-0030

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

PROJECT 2 – Dirt Roads (continued)





ATTACHMENT B

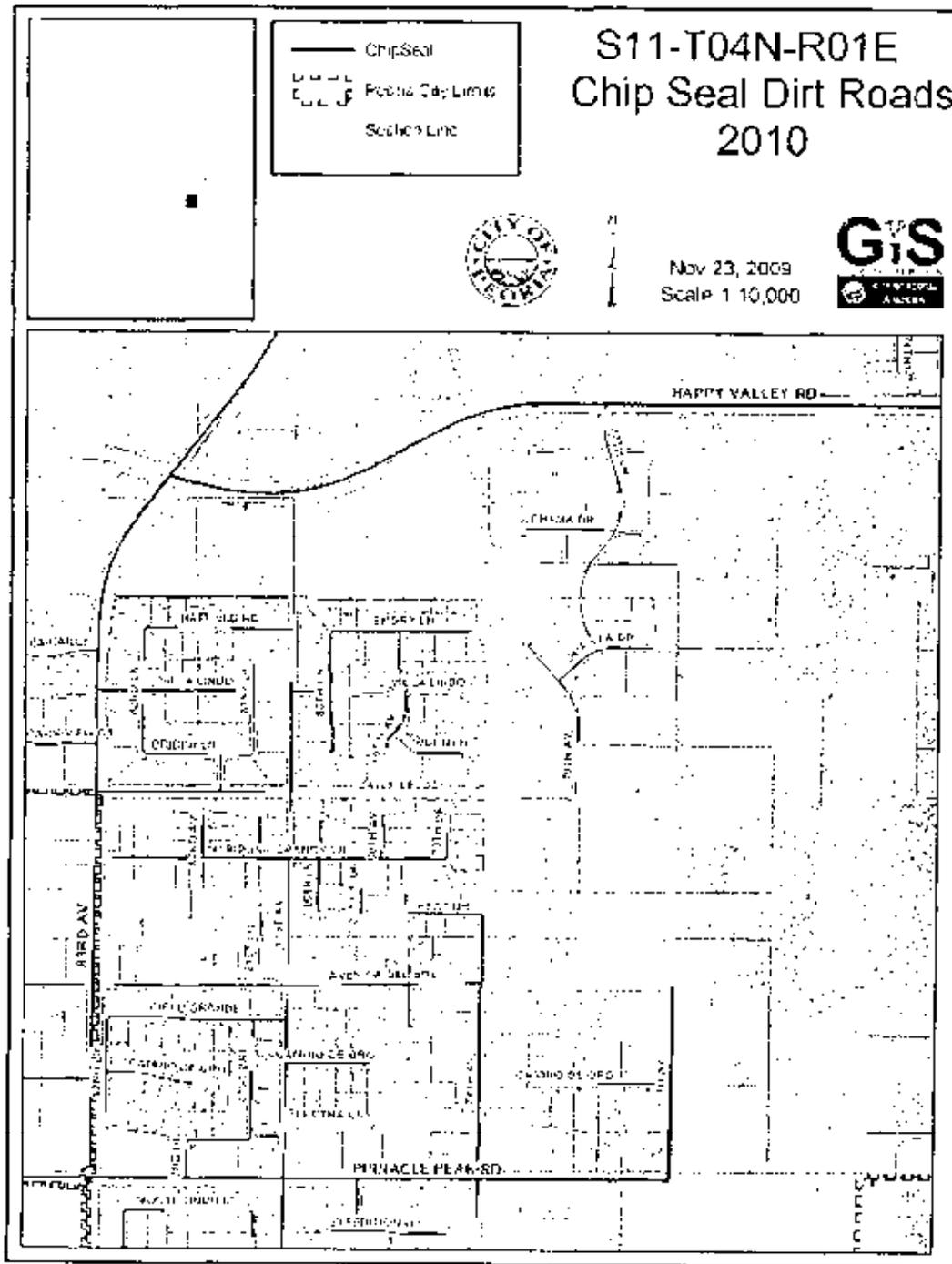
Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P10-0030

PROJECT 2 -- Dirt Roads (continued)





CONTRACT AMENDMENT

Materials Management
Procurement
9875 N. 85th Ave
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

Solicitation No: P10-0030 Page 1 of 1
Description: Polymer Modified Asphalt Rubber Chip Seal
Amendment No: One (1) Date: 3/22/10

The contract is hereby amended as follows:

Special Terms and Conditions, Page 22, ADD the following paragraph as item 29.

29. Cooperative Purchasing: This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others. No volume is implied or guaranteed.

All other provisions of the contract remain in their entirety.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	<u>4/1/10</u> Date	<u>DAN BLANK PRES.</u> Typed Name and Title	<u>International Surfacing Systems</u> Company Name
<u>P.O. Box 4770</u> Address	<u>Modesto</u> City	<u>CA</u> State	<u>95352</u> Zip Code

Attested by:

Mary Jo Waddell, City Clerk

Michael Jones
Mike Jones, Streets Supervisor

Christine Finney
Christine Finney, Buyer II

Ellen Van Riper, Assistant City Attorney

CC Number _____

ACON07110A
Contract Number:

Official File _____



Stephen M. Kemp
Approved as to Form, Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
4-15 2010 at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Solicitation No: P10-0030 Page 1 of 1
Description: Polymer Modified Asphalt Rubber Chip Seal
Amendment No: Two (2) Date: 1/10/2011

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

- A. The above referenced contract shall expire on **02/16/2010** is hereby extended. **The new contract term is 02/17/2011 to 02/16/2012.** (EXTENSION ONE).
- B. By mutual written contract amendment, the contract may be extended for additional periods of up to a maximum of forty-eight (48) months beyond the initial term.
- C. Price adjustment is approved, attached Revised Price Sheet hereby REPLACES all previous Price Sheets.

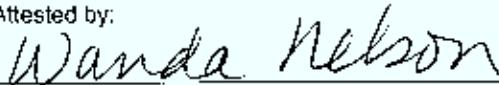
Nothing Futher.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

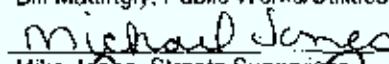
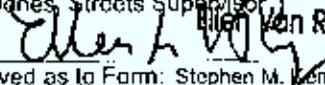
	<u>2-23-2011</u>	Dan Blank, President	International Surfacing Systems
Signature	Date	Typed Name and Title	Company Name

<u>P.O. Box 4770</u>	<u>Modesto</u>	<u>CA</u>	<u>95352</u>
Address	City	State	Zip Code

Attested by:



Wanda Nelson, City Clerk

	Bill Mattingly, Public Works/Utilities Director
	Mike Jones, Streets Supervisor
	Ellen Van Riper, Assistant City Attorney
	Approved as to Form: Stephen M. Kemp, City Attorney



City Seal

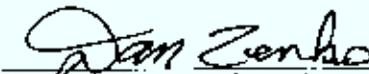
(Rev: 02/01/08)

CC Number
ACON07110B
Contract Number:

Official File

The above referenced Contract Amendment is hereby Executed

March 2 2011 at Peoria, Arizona.


Herman F. Koebergen, Materials Manager

FOR
67110B

A CON

P10-0030 Polymer Modified Asphalt Rubber Chip Seal
International Surfacing Systems
Contract Price Sheet - Contract Amendment #2
Effective February 2011

Description	QTY	UM	Old Price	New Price	% Inc.
3/8" Pre-Coated Hot Aggregate (a) 32 lbs. per Sq. Yard					
For Low Volume Traffic Only					
Less than 25,000 Square Yards – Cost per	1	SY	\$3.55	\$3.79	6.76%
25,001 to 50,000 Square Yards – Cost per	1	SY	\$3.45	\$3.69	6.96%
50,001 to 75,000 Square Yards – Cost per	1	SY	\$3.35	\$3.59	7.16%
75,001 to 100,000 Square Yards – Cost per	1	SY	\$3.35	\$3.59	7.16%
100,001 to 125,000 Square Yards – Cost per	1	SY	\$3.35	\$3.59	7.16%
125,001 to 150,000 Square Yards – Cost per	1	SY	\$3.35	\$3.59	7.16%
150,001 to 200,000 Square Yards – Cost per	1	SY	\$3.35	\$3.59	7.16%
200,001 to 225,000 Square Yards – Cost per	1	SY	\$3.35	\$3.59	7.16%
225,001 to 250,000 Square Yards – Cost per	1	SY	\$3.35	\$3.59	7.16%
250,001 and Over – Cost per	1	SY	\$3.35	\$3.59	7.16%
Traffic Control per mile in Conjunction with a Chip Seal Application Project:					
Arterial Streets	1	Mile	\$8,000.00	\$8,175.00	2.19%
Collector Streets	1	Mile	\$4,000.00	\$4,250.00	6.25%
Residential Streets	1	Mile	\$3,000.00	\$3,380.00	12.67%
Replacement of Road Markings in Conjunction with a Chip Seal Application Project:					
Long Line (Yellow)	1	LF	\$0.15	\$0.18	20.00%
Lone Line (White)	1	LF	\$0.15	\$0.18	20.00%
Double Yellow (4" Yellow)	1	LF	\$0.15	\$0.36	140.00%
Skip Line (4" Wide White 15' Stripe/25' Spacing)	1	LF	\$0.15	\$0.18	20.00%
Yellow Circle	1	EA	\$30.00	\$45.00	50.00%
Yellow Tape	1	LF	\$4.20	\$4.50	7.14%
Thermo Plastic Cross Walks (12" White)	1	LF	\$1.44	\$2.25	56.25%
Thermo Plastic Cross Walks / Stop bars (12" White)	1	LF	\$1.44	\$2.25	56.25%
Thermo Plastic Cross Walks Yellow	1	LF	\$1.44	\$2.25	56.25%
Thermo Plastic Cross Walks / Stop bars (12" Yellow)	1	LF	\$1.44	\$2.25	56.25%
Center Turn Lane (4" Wide Yellow)	1	LF	\$0.15	\$0.45	200.00%
Holding Bar (8" White)	1	LF	\$0.29	\$0.36	24.14%
V holding Bar (8" White)	1	LF	\$0.29	\$0.36	24.14%
Squeeze Bar (8" White)	1	LF	\$0.29	\$0.36	24.14%
Edge Line (4" White)	1	LF	\$0.29	\$0.18	-37.93%
Bike Lane (6" White)	1	LF	\$0.22	\$0.27	22.73%
Thermo Plastic Left Turn Arrows (8" White)	1	EA	\$102.00	\$135.00	32.35%
Thermo Plastic Right Turn Arrows (8" White)	1	EA	\$102.00	\$135.00	32.35%
Thermo Plastic Arrow Straight (8" White)	1	EA	\$102.00	\$135.00	32.35%
Thermo Plastic Combination Arrows (12" 9" White, 1 each)	1	EA	\$162.00	\$175.00	8.02%
24" Solid Yellow Circle for placement of school Zone Signs	1	EA	\$90.00	\$120.00	33.33%
Thermo Plastic Ahead (8" White)	1	EA	\$162.00	\$525.00	224.07%
Thermo Plastic Bike Symbol w/Helmet (6" White)	1	EA	\$198.00	\$345.00	74.24%
Thermo Plastic Only (8" White)	1	EA	\$102.00	\$135.00	32.35%
Thermo Plastic Ped (8" White)	1	EA	\$198.00	\$325.00	64.14%
Thermo Plastic School (8" White)	1	EA	\$330.00	\$650.00	96.97%
Thermo Plastic X-Sing (8" White)	1	EA	\$234.00	\$425.00	81.62%
Thermo Plastic Bike Symbols (8" White)	1	EA	\$198.00	\$345.00	74.24%
Bike Symbol (tape)					
Thermo Plastic "Only" Symbols (White)	1	EA	\$198.00	\$135.00	-31.82%
Remove and Replace Hydrant Markers	1	EA	\$5.10	\$5.10	0.00%
Remove and Replace Raised Pavement Markings (RPM)	1	EA	\$5.10	\$5.10	0.00%

January 5, 2011

Christine Finney, CPPB – Buyer II
City of Peoria
Materials Management
9875 N. 85th Avenue – 2nd Floor
Peoria, AZ 85345



Re: P10-0030 Polymer Modified Asphalt Rubber Chip Seal, Contract Extension One (1), Amendment Two (2).

Dear Christine:

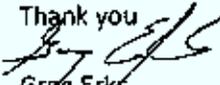
International Surfacing Systems would like to participate in the above referenced contract extension. Unfortunately our materials and energy costs have continued to rapidly increase and as a result ISS must request that the following price increases be included in the extension as permitted in the original contract documents in order to perform the work. Please refer to the revised bid item sheet (Attachment A), provided for the additional costs requested. This request is based solely on the increased costs of fuel and materials to ISS from our suppliers for the 2011 contract period. Letters of explanation from our suppliers are attached for your reference.

Requested Contract Modifications.

1. Increase the square yard price of the chip / fog seal from \$3.35 to \$3.59 per square yard. This is due to the increased costs of equipment fuel, PG 54-16 asphalt, SBS polymer and fog seal material since the original bid date.
2. Increase in pavement markings costs since the original bid. Although the City of Peoria has elected to furnish and apply the pavement markings with city forces the contract extension needs to show our increase in price per bid item should the city decide to return that item to ISS.
3. Very small increase in traffic control which is due to the sight specific traffic control plans cost and the vertical panel barricades with lights costs that were not included in the original bid and are a necessity on the project.

The City of Peoria is a very valued customer to ISS and we hope you find these increases acceptable. If you need additional information please call.

Thank you


Greg Erks

Project Manager

INTERNATIONAL SURFACING SYSTEMS

Main Office
P.O. Box 980430
West Sacramento, CA 95798
Phone 916-373-2420 • FAX 916-375-1654
CA License No. 736995A

6751 West Galveston Street
Chandler, AZ 85226
Phone 480-940-9690 • FAX 480-961-0766
AZ License No. 123749A
Email iss@asphaltrubber.com

THE ASPHALT RUBBER PEOPLE™

SPECIALISTS IN CHIP SEALING, ASPHALT, AND MACADAM PAVING



May 7, 2010

Dear Valued Customer,

At this point the market dynamics playing out in our industry are evident to nearly everyone. We appreciate your patience as we work diligently through these challenges. Please do not worry; this is not an increase letter! As the industry leader of pavement markings we felt it was prudent to give you an update to help you make decisions in your own business.

On Wednesday of the week, May 5th, we were advised of by Dow Chemical that they have claimed force majeure on MMA which is another feedstock in acrylic resin production affecting waterborne traffic paint. Dow Chemical advised us in late April, right before our last price announcement, that our monthly allocation would be cut between 15% and 20%. We have been operating under that assumption here for the last couple of weeks.

This morning the realities of this increased tightening has resulted in another reduced allocation of 22% less product here in the month of May. Please keep in mind this is 22% from the already reduced volume. Dow is telling us that the hard allocation driven by this latest crisis should only last 4 weeks but we heard this before. If production comes back to "normal" levels we are still down 15% to 20% likely well into the fall.

Ennis Traffic Safety Solutions is working closely with all of our State DOT customers to help provide some semblance of supply. We are exercising force majeure clauses ourselves within these contracts, but do intend to continue to provide the best service available in our industry.

On the TiO₂ front, DuPont has announced an additional \$0.08/# increase to be implemented in late summer and reaffirmed that a scheduled increase in June would be fully implemented. Both of these increases have material impacts on the cost of our products moving forward.

All other chemicals mentioned in our previous letter and webinar continue to be short. Rosin esters used in thermoplastics are locked tight and we are focused on providing those customers that have remained loyal through the seasons. We are not able to take on any new business and that appears to be a resounding theme in our industry.

Liquid epoxy resin continues to be short and pricing has continued to creep up. The world market in this product is very tightly concentrated, so it's a question of how high the pricing will go.

We at Ennis Traffic Safety Solutions feel it's our responsibility to help you work through these challenges as best possible. Our team is working to identify language on a state by state basis that would allow for some level of relief in your contractual obligations. There may not be any opportunity to price adjustments but given the nature of the crisis we are facing on all fronts, there many times are opportunities for work with the states to allow additional time to your complete projects. As a key supplier we are anxious to help you with any letter you might need or further documentation of the upstream constraints we're all dealing with.

Please know that if there was anything we could have done ahead of time to prepare you for this season, we would have. We knew that supply was going to be tight that that costs we're going to be increasing as per our attempted price adjustment in February, but no one could have predicted the series of events that have unfolded. We would encourage you to proceed with strictest of caution on any bid work coming up.

I remain confident that Ennis Traffic Safety Solutions is further ahead of all other manufacturers in anticipating trouble on the horizon, giving notice, and working with you in these troubled times. Our message has remained consistent this year because we are truly integrated from purchasing right through our sales department. Our sales team is not the last to know. The increases we've seen are and have been in full affect and we continue to absorb them until late May under the terms of our written quotes which is costing millions.

I know we can't fix the problems, but each and everyone one of us is fully committed to helping in any way we can.

Best Regards,

A handwritten signature in black ink, appearing to read "John Anderson", with a long horizontal flourish extending to the right.

John Anderson
Global Director

5910 North Central Expressway, Suite 1050
Dallas, Texas 75206



January 3, 2011

We are announcing a general price increase in the Americas of US Dollars 110/MT, or 5 cents per lb., across all markets and end uses, for all Kraton SBS polymers and compounds. The price increase will take effect February 1, 2011.

Our raw material and energy costs have continued to rapidly increase, and as a result, we are implementing responsible price increases.

We value our customers' continued business and understanding as Kraton Polymers continues to manage these difficult economic challenges.

Your Account Manager is always available to answer any specific questions you may have.

Yours sincerely,

A handwritten signature in cursive script that reads 'Jeanne Kendrick'.

Jeanne Kendrick
Regional Business Manager
Paving & Roofing
North America



Highway Technologies, Inc.
1888 E Broadway Rd
Tempe, AZ 85282
480.477.5860 (direct)
480.477.5861 (fax)
www.hwy-tech.com

Date: December 22, 2010
To: Greg Erks / International Surfacing Systems
From: Jeff Sarpy / Highway Technologies, Inc.
Re: Price Increase for 2011 - Peoria PMAR Chip Seal Project

Mr. Erks, due to unforeseen rise in our operating costs because of a shortage of raw materials, and unusually high increases in overhead costs Highway Technologies will be increasing our unit pricing to International Surfacing Systems.

We have seen three price increases in the past six months and with no guarantee on resin supply next year we have been warned by our representatives at Ennis to prepare for the same in 2011.

If you have any questions or concerns regarding this issue please contact me at your earliest convenience.

Sincerely,

Jeff Sarpy

Estimator

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
INTERNATIONAL SURFACING SYSTEMS INC.

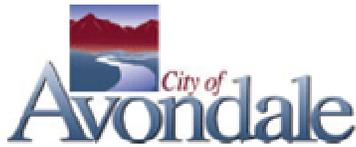
[Quote Sheet]

See following page.

EXHIBIT C
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
INTERNATIONAL SURFACING SYSTEMS INC.

[Purchase Orders]

See following pages (to be attached).



CITY COUNCIL REPORT

SUBJECT:

Construction Contract Award - Weber Group LLC -
Well 25 Well Site Improvements

MEETING DATE:

May 16, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a construction contract to Weber Group LLC for construction of Well 25 well site improvements in the amount of \$944,247 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On September 20, 2010 City Council approved a Professional Services Agreement Modification with Dibble Corporation to complete the plans for the construction of Well 25 with the revisions required by the recent well bore modifications. This contract will construct the well site improvements. See attached vicinity map.

DISCUSSION:

The scope of this project will include construction of a well pump, yard piping, site improvements, access drive, disinfection facilities and electrical and control improvements for Well 25. Invitation-for-Bid notices were published in the West Valley View on April 5, 2011 and April 12, 2011 and in the Arizona Business Gazette on April 7, 2011. A mandatory pre-bid meeting was held on April 18, 2011. Four (4) bids were received and opened on May 4, 2011. Each bid package was reviewed and all met the bidding requirements. The bids ranged from approximately \$944,247 to \$1,040,000. Firms submitting the lowest four bids and the amount of their bids are as follows:

Weber Group LLC	\$944,247
Felix Construction	\$968,349
Citywide Contracting	\$989,035
Standard Construction	\$1,037,226.63

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. Weber Group LLC with a bid of \$944,247 was determined to have submitted the lowest responsive bid. Staff contacted references provided and Weber Group LLC did receive positive recommendations. Weber Group LLC has completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that Weber Group LLC is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval 5/16/11

Notice of Award 5/17/11

Notice to Proceed 6/27/11
Completion 12/28/11

BUDGETARY IMPACT:

Funds for this project are budgeted in WA 514-1216-00-8520.

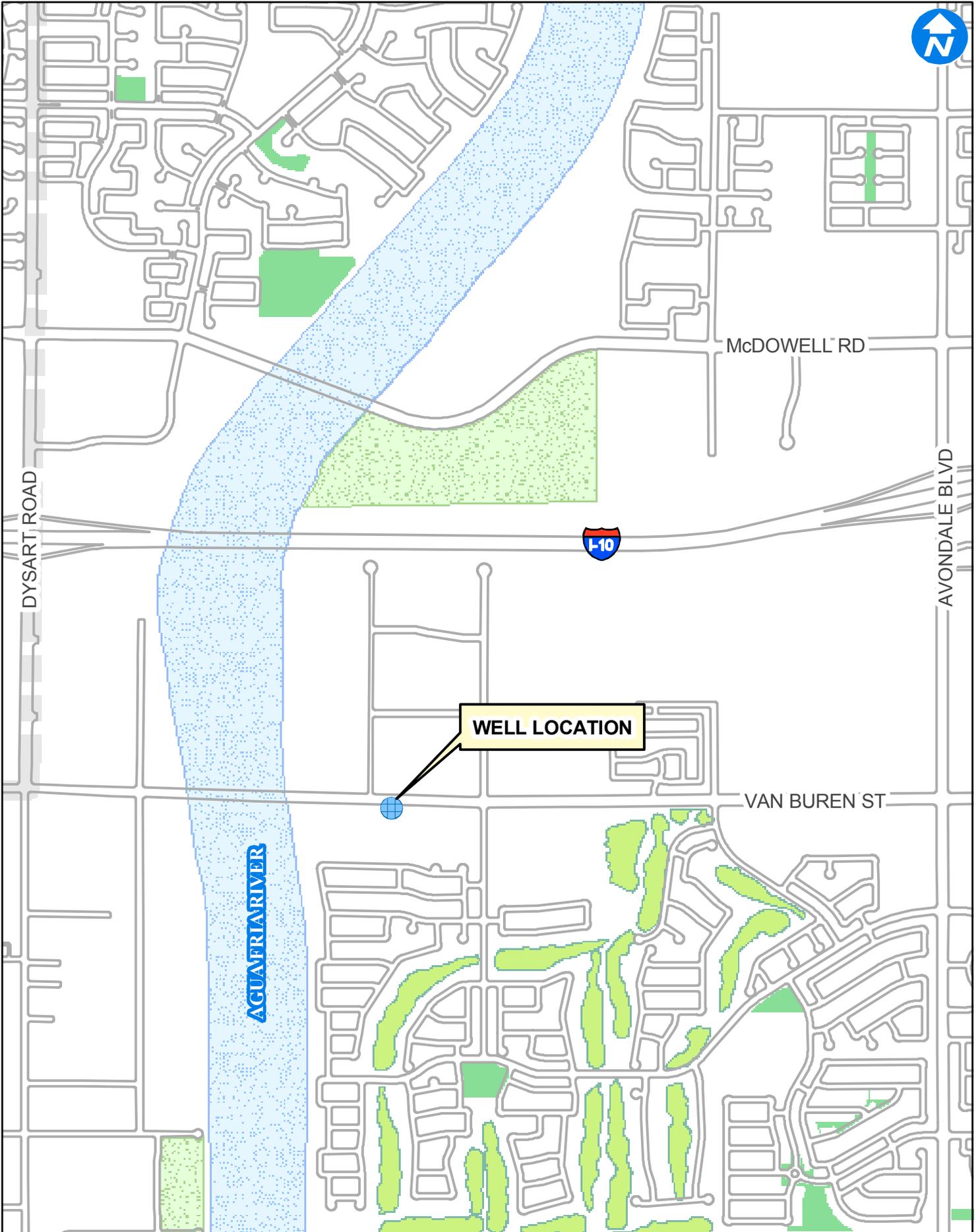
RECOMMENDATION:

Staff recommends that the City Council award a construction contract to Weber Group LLC for construction of Well 25 well site improvements in the amount of \$944,247 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

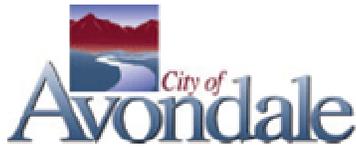
-  [Vicinity Map](#)
-  [Bid Tabulation](#)



City of Avondale
Well #25

Map Produced by Avondale Water Resources/GIS Division

CITY OF AVONDALE											
BID TABULATION											
PW 11-058 Well 25 Well Site Improvements											
BID OPENING DATE: May 4, 2011											
Item No.	Description of Materials and/or Services	Qty	Unit	Weber Group		Felix Construction		Citywide Contracting		Standard Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization/Demobilization	1	Lump Sum	\$58,848.00	\$58,848.00	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00
2	Allowance for Extra Work	1	Allowance	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
3	Community Relations	1	Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Site Grading	1	Lump Sum	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00
5	Decomposed Granite	15	Ton	\$126.00	\$1,890.00	\$150.00	\$2,250.00	\$100.00	\$1,500.00	\$75.00	\$1,125.00
6	Asphalt Pavement	504	SY	\$17.50	\$8,820.00	\$40.00	\$20,160.00	\$75.00	\$37,800.00	\$55.00	\$27,720.00
7	Aggregate Base Course Access Drive	251	CY	\$83.00	\$20,833.00	\$60.00	\$15,060.00	\$25.00	\$6,275.00	\$115.00	\$28,865.00
8	Driveway	1	Lump Sum	\$5,555.00	\$5,555.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
9	Structural Concrete Slabs and Supports	32	CY	\$623.50	\$19,952.00	\$700.00	\$22,400.00	\$400.00	\$12,800.00	\$350.00	\$11,200.00
10	Concrete Masonry Unit Wall	263	LF	\$108.00	\$28,404.00	\$190.00	\$49,970.00	\$198.00	\$52,074.00	\$250.00	\$65,750.00
11	Ultra Barrier	263	LF	\$8.00	\$2,104.00	\$7.00	\$1,841.00	\$8.00	\$2,104.00	\$9.00	\$2,367.00
12	Fence Crown	14	LF	\$45.00	\$630.00	\$20.00	\$280.00	\$25.00	\$350.00	\$30.00	\$420.00
13	Gate	1	EA	\$5,138.00	\$5,138.00	\$9,800.00	\$9,800.00	\$5,000.00	\$5,000.00	\$5,900.00	\$5,900.00
14	Gate Actuator	1	Lump Sum	\$5,783.00	\$5,783.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$6,900.00	\$6,900.00
15	Removable Bollards	9	EA	\$500.00	\$4,500.00	\$550.00	\$4,950.00	\$430.00	\$3,870.00	\$375.00	\$3,375.00
16	Deadman Anchor	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$950.00	\$950.00
17	Sand Collection Manhole	1	EA	\$3,211.00	\$3,211.00	\$4,200.00	\$4,200.00	\$3,800.00	\$3,800.00	\$5,600.00	\$5,600.00
18	Vertical Turbine Well Pump and Motor	1	Lump Sum	\$51,008.00	\$51,008.00	\$67,000.00	\$67,000.00	\$60,000.00	\$60,000.00	\$88,000.00	\$88,000.00
19	Flushing & Disinfection of Existing 12-inch & 16-inch Raw Water Line	1	Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
20	Yard Piping	1	Lump Sum	\$46,018.00	\$46,018.00	\$63,000.00	\$63,000.00	\$57,000.00	\$57,000.00	\$47,000.00	\$47,000.00
21	Concrete Encasement	40	LF	\$30.00	\$1,200.00	\$120.00	\$4,800.00	\$50.00	\$2,000.00	\$56.00	\$2,240.00
22	Desander	1	Lump Sum	\$35,544.00	\$35,544.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00
23	Nitrate Analyzer and Station	1	Lump Sum	\$17,078.00	\$17,078.00	\$15,800.00	\$15,800.00	\$21,000.00	\$21,000.00	\$25,000.00	\$25,000.00
24	Disinfection System	1	Lump Sum	\$138,722.00	\$138,722.00	\$137,600.00	\$137,600.00	\$150,000.00	\$150,000.00	\$160,000.00	\$160,000.00
25	Disinfection Enclosure	1	Lump Sum	\$43,397.00	\$43,397.00	\$36,600.00	\$36,600.00	\$65,000.00	\$65,000.00	\$28,000.00	\$28,000.00
26	Emergency Eyewash	1	Lump Sum	\$2,944.00	\$2,944.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
27	Identification Signs	1	Lump Sum	\$555.00	\$555.00	\$900.00	\$900.00	\$2,600.00	\$2,600.00	\$700.00	\$700.00
28	Shade Structure	1	Lump Sum	\$9,389.00	\$9,389.00	\$9,200.00	\$9,200.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00
29	Electrical Equipment	1	Lump Sum	\$122,344.00	\$122,344.00	\$140,800.00	\$140,800.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00
30	Remote Terminal Unit (RTU)/ Control Section	1	Lump Sum	\$26,989	\$26,989.00	\$28,500	\$28,500.00	\$25,000	\$25,000.00	\$29,000	\$29,000.00
31	Communication Tower and Radio Equipment	1	Allowance	\$25,000	\$25,000.00	\$25,000	\$25,000.00	\$25,000	\$25,000.00	\$25,000	\$25,000.00
32	Site Electrical	1	Lump Sum	\$48,839	\$48,839.00	\$15,750	\$15,750.00	\$14,000	\$14,000.00	\$40,000	\$40,000.00
33	Lighting	1	Lump Sum	\$4,956	\$4,956.00	\$6,800	\$6,800.00	\$8,300	\$8,300.00	\$5,500	\$5,500.00
34	Security System	1	Allowance	\$45,000	\$45,000.00	\$45,000	\$45,000.00	\$45,000	\$45,000.00	\$45,000	\$45,000.00
35	Programming	1	Allowance	\$40,000	\$40,000.00	\$40,000	\$40,000.00	\$40,000	\$40,000.00	\$40,000	\$40,000.00
36	Utility Power (SRP)	1	Lump Sum	\$14,433	\$14,433.00	\$31,600	\$31,600.00	\$14,000	\$14,000.00	\$3,000	\$3,000.00
37	Field Instruments	1	Lump Sum	\$7,167	\$7,167.00	\$7,000	\$7,000.00	\$10,000	\$10,000.00	\$11,000	\$11,000.00
38	Pipe Connection at Coldwater Springs Reservoir and Booster Pump Station (per Detail F, Sheet M900)	1	Lump Sum	\$6,556	\$6,556.00	\$8,600	\$8,600.00	\$7,000	\$7,000.00	\$6,000	\$6,000.00
SUBTOTAL					\$900,307.00		\$922,861.00		\$938,473.00		\$975,112.00
TAXES (As Applicable)					\$43,940.00		\$45,488.00		\$50,562.00		\$62,114.63
TOTAL SUBMITTED BY BIDDER					\$944,247.00		\$968,349.00		\$989,035.00		\$1,037,226.63
Mandatory Pre- Bidders Conference Attendance					Yes		Yes		Yes		Yes
Meets IFB Submittal Requirements					Yes		Yes		Yes		Yes
Extension and Sum errors											



CITY COUNCIL REPORT

SUBJECT:

Construction Contract Award - Standard Construction Company, Inc. for Riley Drive Improvement Project

MEETING DATE:

May 16, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a construction contract with Standard Construction Company, Inc. to provide construction services for the Riley Drive Improvement Project in the amount of \$286,075.28 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The current Capital Improvement Program provides for the construction of waterline improvements on Riley Drive. The Riley Drive Improvement project will construct improvements on Riley Drive from Dysart Road to 4th Street (see attached vicinity map). The current project will install a new 8-inch waterline to replace the existing waterline which is past its life cycle.

DISCUSSION:

City staff completed in-house design plans and prepared construction drawings. A pothole investigation was also completed which revealed that the existing Roosevelt Irrigation District (RID) irrigation line was very shallow. RID had no record of this pipe installation and therefore, could not ensure the pipe's integrity. The RID line will need to be rebuilt before the roadway improvements can be done. RID has its annual dry-up in November 2011 and that is the only time the line can be rebuilt. Therefore, the waterline will be constructed such that it will be ready for the RID relocation. It is important to install the waterline while Agua Fria High School is on its summer vacation, ensuring there is no interruption to their water service during school and to ease construction.

SCOPE OF WORK:

The scope of work for this project will include:

- Installation of 8" Water Line

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on April 15 and 19, 2011, and the Arizona Business Gazette on April 14, 2011. The Engineering Department held a non-mandatory pre-bid meeting on September 23, 2010. Eight(8) bids were received and opened on May 5, 2011. Each bid package was reviewed and six (6) of the eight (8) bidders met the bidding requirements. The firms that met bidding requirements and the amount of their bids are as follows:

BIDDER	BID AMOUNT	M/DBE
T&T Construction	\$ 518,889.88	No
Lee's Pipeline	\$ 349,652.02	No
Standard Construction	\$ 286,075.28	No
B&F Contracting	\$ 329,184.60	No
Visus Inc	\$ 319,110.00	No
City Wide Contracting	\$ 343,753.00	No

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

Staff contacted references and believes Standard Construction Company, Inc. to be competent and qualified for this project. Standard Construction Company, Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	5/17/11
Pre-Construction Conference	5/23/11
Issue Notice-to-Proceed	5/30/11
Begin Construction	5/30/11
Completion	8/01/11

BUDGETARY IMPACT:

Funding in the amount of \$286,075.28 is available in the following line items in the respective fiscal years:

- FY10-11 - \$200,000 in CIP Water Fund Line Item 514-1057-00-8520, Citywide Improvements
- FY11-12 - \$ 86,075.28 in CIP Water Fund Line Item 514-1057-00-8520, Citywide Improvements

RECOMMENDATION:

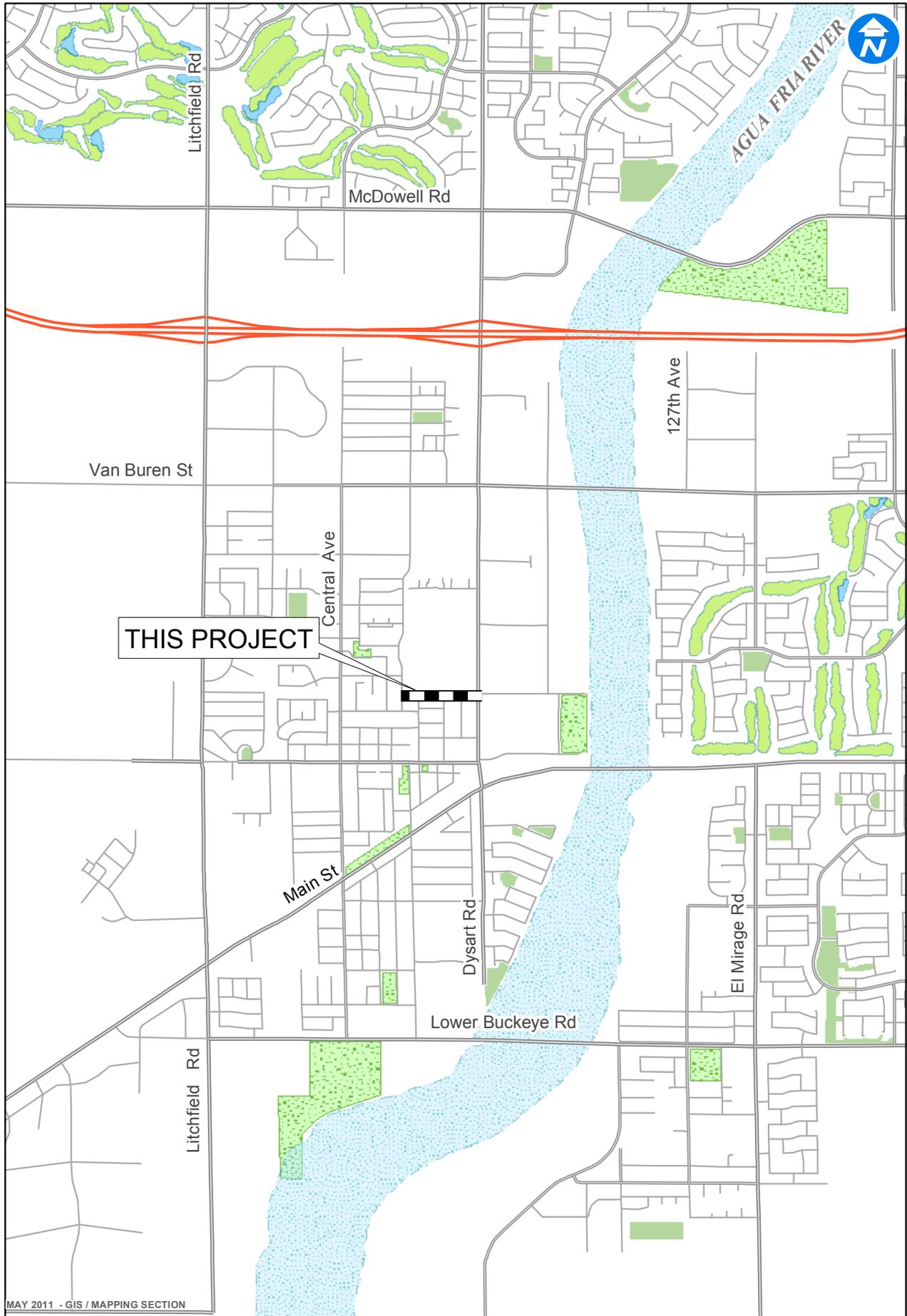
Staff is requesting that the City Council approve a construction contract with Standard Construction Company, Inc. to provide construction services for the Riley Drive Improvement Project in the amount of \$286,075.28 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

-  [Vicinity Map](#)
-  [Bid Tabulation](#)

VICINITY MAP



MAY 2011 - GIS / MAPPING SECTION

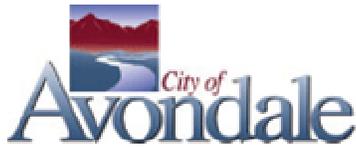
CITY OF AVONDALE Riley Dr Improvements

**CITY OF AVONDALE
 BID TABULATION
 EN11-061 Riley Drive Improvements (ST1007)
 BID DATE: May 5, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	T&T Construction		LEE's Pipeline		Standard Construction		B&F Contracting		Visus, Inc.		City Wide Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
107.03000	NPDES/SWPPP	1	LS	\$ 7,550.00	\$ 7,550.00	\$ 9,000.00	\$ 9,000.00	\$ 900.00	\$ 900.00	\$ 6,100.00	\$ 6,100.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
108.01000	Construction Surveying & Layout	1	LS	\$ 2,160.00	\$ 2,160.00	\$ 10,000.00	\$ 10,000.00	\$ 2,700.00	\$ 2,700.00	\$ 3,100.00	\$ 3,100.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
108.01010	Preparation of As-Built Plans	1	LS	\$ 1,080.00	\$ 1,080.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
109.09000	Mobilization/Demobilization	1	LS	\$ 22,275.00	\$ 22,275.00	\$ 15,000.00	\$ 15,000.00	\$ 1,700.00	\$ 1,700.00	\$ 5,300.00	\$ 5,300.00	\$ 10,000.00	\$ 10,000.00	\$ 8,800.00	\$ 8,800.00
336.01100	Permanent Pavement Replacement MAD 200-1 Type "A"	1405	SY	\$ 39.30	\$ 55,216.50	\$ 34.00	\$ 47,770.00	\$ 38.00	\$ 53,390.00	\$ 43.00	\$ 60,415.00	\$ 19.00	\$ 26,695.00	\$ 35.00	\$ 49,175.00
340.01110	Vertical Curb and Gutter MAG. 220, Type 'A', H=6"	60	LF	\$ 21.50	\$ 1,290.00	\$ 35.00	\$ 2,100.00	\$ 13.00	\$ 780.00	\$ 28.00	\$ 1,680.00	\$ 10.00	\$ 600.00	\$ 18.00	\$ 1,080.00
340.01210	4-inch Concrete Sidewalk, MAG 230	380	SF	\$ 6.50	\$ 2,470.00	\$ 4.50	\$ 1,710.00	\$ 3.00	\$ 1,140.00	\$ 5.00	\$ 1,900.00	\$ 5.00	\$ 1,900.00	\$ 4.00	\$ 1,520.00
350.01800	Remove Existing Curb & Gutter	60	LF	\$ 11.00	\$ 660.00	\$ 25.00	\$ 1,500.00	\$ 4.00	\$ 240.00	\$ 6.00	\$ 360.00	\$ 8.00	\$ 480.00	\$ 7.00	\$ 420.00
350.01900	Remove Existing Sidewalk, Driveway, or Valley Gutter	380	SF	\$ 1.50	\$ 570.00	\$ 15.00	\$ 5,700.00	\$ 2.00	\$ 760.00	\$ 2.50	\$ 950.00	\$ 4.00	\$ 1,520.00	\$ 2.00	\$ 760.00
350.30106	Remove Existing 6-inch Asbestos Cement Pipe	140	LF	\$ 41.75	\$ 5,845.00	\$ 20.00	\$ 2,800.00	\$ 9.00	\$ 1,260.00	\$ 12.00	\$ 1,680.00	\$ 25.00	\$ 3,500.00	\$ 12.00	\$ 1,680.00
350.30112	Remove Existing 12-inch Asbestos Cement Pipe	50	lf	\$ 41.75	\$ 2,087.50	\$ 25.00	\$ 1,250.00	\$ 10.00	\$ 500.00	\$ 12.40	\$ 620.00	\$ 25.00	\$ 1,250.00	\$ 12.00	\$ 600.00
351.12001	Remove Existing Valve Box and Cover only	9	EA	\$ 1,333.00	\$ 11,997.00	\$ 700.00	\$ 6,300.00	\$ 150.00	\$ 1,350.00	\$ 65.00	\$ 585.00	\$ 100.00	\$ 900.00	\$ 125.00	\$ 1,125.00
401.01000	Traffic Control	1	LS	\$ 34,245.00	\$ 34,245.00	\$ 7,000.00	\$ 7,000.00	\$ 5,900.00	\$ 5,900.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00
610.02008	8" DIP Waterline & Fittings, Class 350	780	LF	\$ 56.00	\$ 43,680.00	\$ 40.00	\$ 31,200.00	\$ 47.00	\$ 36,660.00	\$ 48.00	\$ 37,440.00	\$ 55.00	\$ 42,900.00	\$ 48.00	\$ 37,440.00
610.05108	8" Vertical Re-Alignment	1	EA	\$ 3,815.00	\$ 3,815.00	\$ 3,000.00	\$ 3,000.00	\$ 3,900.00	\$ 3,900.00	\$ 1,600.00	\$ 1,600.00	\$ 6,000.00	\$ 6,000.00	\$ 2,800.00	\$ 2,800.00
610.06004	4" DIP Waterline & Fittings, Class 350 Restrained Joint	10	LF	\$ 152.00	\$ 1,520.00	\$ 30.00	\$ 300.00	\$ 40.00	\$ 400.00	\$ 80.00	\$ 800.00	\$ 100.00	\$ 1,000.00	\$ 62.00	\$ 620.00
610.06006	6" DIP Waterline & Fittings, Class 350 Restrained Joint	145	LF	\$ 200.00	\$ 29,000.00	\$ 38.00	\$ 5,510.00	\$ 54.00	\$ 7,830.00	\$ 50.00	\$ 7,250.00	\$ 70.00	\$ 10,150.00	\$ 75.00	\$ 10,875.00
610.06008	8" DIP Waterline & Fittings, Class 350 Restrained Joint	754	LF	\$ 96.00	\$ 72,384.00	\$ 57.00	\$ 42,978.00	\$ 55.00	\$ 41,470.00	\$ 60.00	\$ 45,240.00	\$ 60.00	\$ 45,240.00	\$ 80.00	\$ 60,320.00
610.06012	12" DIP Waterline & Fittings, Class 250 Restrained Joint	90	LF	\$ 443.00	\$ 39,870.00	\$ 90.00	\$ 8,100.00	\$ 90.00	\$ 8,100.00	\$ 220.00	\$ 19,800.00	\$ 100.00	\$ 9,000.00	\$ 146.00	\$ 13,140.00
610.08505	Remove Existing Fire Hydrant and Replace	3	EA	\$ 1,297.00	\$ 3,891.00	\$ 2,000.00	\$ 6,000.00	\$ 900.00	\$ 2,700.00	\$ 430.00	\$ 1,290.00	\$ 200.00	\$ 600.00	\$ 350.00	\$ 1,050.00
610.08511	New Fire Hydrant (Wet Barrel) Assembly Complete	3	EA	\$ 7,629.00	\$ 22,887.00	\$ 4,900.00	\$ 14,700.00	\$ 4,500.00	\$ 13,500.00	\$ 5,500.00	\$ 16,500.00	\$ 7,000.00	\$ 21,000.00	\$ 9,000.00	\$ 27,000.00
610.10100	Connect to Existing Waterline	9	EA	\$ 1,810.00	\$ 16,290.00	\$ 700.00	\$ 6,300.00	\$ 1,100.00	\$ 9,900.00	\$ 740.00	\$ 6,660.00	\$ 500.00	\$ 4,500.00	\$ 650.00	\$ 5,850.00
610.10541	New Water Service Connection to ROW	13	EA	\$ 1,366.00	\$ 17,758.00	\$ 1,500.00	\$ 19,500.00	\$ 875.00	\$ 11,375.00	\$ 780.00	\$ 10,140.00	\$ 800.00	\$ 10,400.00	\$ 1,500.00	\$ 19,500.00

**CITY OF AVONDALE
 BID TABULATION
 EN11-061 Riley Drive Improvements (ST1007)
 BID DATE: May 5, 2011**

Item No.	Description of Materials and/or Services	Qty	Unit	T&T Construction		LEE's Pipeline		Standard Construction		B&F Contracting		Visus, Inc.		City Wide Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
610.10570	#2 Water Meter Box and Cover	12	EA	\$ 560.00	\$ 6,720.00	\$ 200.00	\$ 2,400.00	\$ 300.00	\$ 3,600.00	\$ 150.00	\$ 1,800.00	\$ 250.00	\$ 3,000.00	\$ 150.00	\$ 1,800.00
610.10575	#2 Water Meter Box and Cover Replacement	1	EA	\$ 560.00	\$ 560.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00
610.12000	Curb Stop with Flushing Pipe	1	EA	\$ 3,550.00	\$ 3,550.00	\$ 995.00	\$ 995.00	\$ 925.00	\$ 925.00	\$ 1,100.00	\$ 1,100.00	\$ 1,715.00	\$ 1,715.00	\$ 1,250.00	\$ 1,250.00
610.20006	Abandon Existing 6" ACP, Plug & Grout	11	EA	\$ 1,245.00	\$ 13,695.00	\$ 1,200.00	\$ 13,200.00	\$ 420.00	\$ 4,620.00	\$ 62.00	\$ 682.00	\$ 1,000.00	\$ 11,000.00	\$ 650.00	\$ 7,150.00
630.01106	6" Gate Valve, Box and Cover A1310	4	EA	\$ 1,745.00	\$ 6,980.00	\$ 1,200.00	\$ 4,800.00	\$ 1,100.00	\$ 4,400.00	\$ 1,140.00	\$ 4,560.00	\$ 1,000.00	\$ 4,000.00	\$ 1,200.00	\$ 4,800.00
630.01108	8" Gate Valve, Box and Cover A1310	6	EA	\$ 1,635.00	\$ 9,810.00	\$ 1,400.00	\$ 8,400.00	\$ 1,400.00	\$ 8,400.00	\$ 1,500.00	\$ 9,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,600.00	\$ 9,600.00
630.01112	12" Valve, Box and Cover A1310	2	EA	\$ 2,626.00	\$ 5,252.00	\$ 2,500.00	\$ 5,000.00	\$ 2,300.00	\$ 4,600.00	\$ 3,800.00	\$ 7,600.00	\$ 2,500.00	\$ 5,000.00	\$ 2,400.00	\$ 4,800.00
630.30208	Air Release Valve	2	EA	\$ 3,854.00	\$ 7,708.00	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00	\$ 5,200.00	\$ 10,400.00	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00
SUBTOTAL					\$ 487,816.00		\$ 328,713.00		\$ 274,400.00		\$ 311,302.00		\$ 300,000.00		\$ 326,155.00
Taxes As Applicable					\$ 30,781.19		\$ 20,741.79		\$ 17,314.64		\$ 19,643.16		\$ 18,930.00		\$ 20,580.38
TOTAL					\$ 518,597.19		\$ 349,454.79		\$ 291,714.64		\$ 330,945.16		\$ 318,930.00		\$ 346,735.38
TOTAL SUBMITTED BY BIDDER					\$ 518,889.88		\$ 349,652.02		\$ 286,075.28		\$ 329,184.60		\$ 319,110.00		\$ 343,753.00
Is the Contract Complete?					Yes		Yes		Yes		Yes		Yes		Yes
Is Contract Properly Signed?					Yes		Yes		Yes		Yes		Yes		Yes
Addendum 1 Signed, Complete and Attached?					Yes		Yes		Yes		Yes		Yes		Yes
Bid Bond Attached?					Yes		Yes		Yes		Yes		Yes		Yes
Contractor License Attached?					Yes		Yes		Yes		Yes		Yes		Yes
Business License Attached?					Yes		Yes		Yes		Yes		Yes		Yes
References Attached & Complete?					Yes		Yes		Yes		Yes		Yes		Yes
Exceptions to Specifications?					No		No		No		No		No		No



CITY COUNCIL REPORT

SUBJECT:

Resolution 2970-511 - Intergovernmental Agreement with the City of Phoenix for Federal Transit Funding

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a Resolution approving an Intergovernmental Agreement (IGA) with the City of Phoenix for Federal Transit Administration Funding (FTA) to pass through grant funding for \$2,004,881 and authorize the Mayor and City Clerk to execute this agreement.

BACKGROUND:

In 2002, the US Census Bureau designated Avondale and surrounding communities, including sections of Goodyear, Litchfield Park, Glendale, Phoenix, and Maricopa County, as a separate urbanized area from the Phoenix-Mesa urbanized area. Because Avondale Urbanized Area is under 200,000 in population, it may spend its federal funds on both operating and capital expenditures. Operating expenses require a 50% local match, while capital expenses require a 20% local match. The City of Phoenix is designated as the Metropolitan Planning Organization, for federal transit related operations, for Phoenix and the surrounding communities. This allows Phoenix to submit a single federal grant application, which incorporates the funding request of all the eligible communities. The Avondale Urbanized Area is designated as a sub-recipient in the application.

DISCUSSION:

The Avondale Urbanized Area transit plan was approved by the City Council on November 17, 2003. City staff worked with City of Phoenix representatives to incorporate the funding needs identified in the transit plan according to the federal grant application. The City of Phoenix has submitted the grant application and will act as the administrator of the grant funding. The City of Phoenix will reimburse the City of Avondale and surrounding communities for all eligible operating and capital expenses incurred under the grant according to the pass through agreement. The City of Avondale and surrounding communities will provide local matching funds and all necessary reports as required by federal regulation. The funding will be used to implement the operating needs identified in the Avondale Urbanized Area transit plan.

BUDGETARY IMPACT:

This IGA covers Federal Fiscal Years 2009 and 2010, therefore, service has been purchased and the funds for the match have been disbursed.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving an Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Funding (FTA) to pass through grant funding in the amount of \$2,004,881 in federal funds and authorize the Mayor and City Clerk to execute this agreement.

ATTACHMENTS:

Click to download

 [Resolution 2970-511](#)

RESOLUTION NO. 2970-511

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION FUNDING.

WHEREAS, the Avondale Urbanized Area Transit Plan (the “Plan”) was approved by the Council of the City of Avondale (the “City Council”) on November 17, 2003; and

WHEREAS, the City of Phoenix (“Phoenix”) has submitted a grant application for Federal Transit Administration funding (“Grant Funds”) that incorporates the funding needs identified in the Plan; and

WHEREAS, the City of Avondale was designated as a sub-recipient of Phoenix’s application for Grant Funds; and

WHEREAS, the City Council desires to enter into an intergovernmental agreement with Phoenix for the administration of Grant Funds (the “Agreement”).

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 Agreement is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2970-511

[Agreement]

See following pages.

AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF AVONDALE**

**(Grant Pass-through Agreement)
(Grant No. AZ-90-X103)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as “PHOENIX”) and City of Avondale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as “SUB-RECIPIENT”).

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, SUB-RECIPIENT has broad Charter and statutory authority to engage in all of the activities and endeavors allowed under the laws of the state of Arizona and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Avondale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) “engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . .” [A.R.S. Section 9-511 (A)]; (2) to “appropriate and spend public monies” on activities that “will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . .” [A.R.S. Section 9-500.11]; and, (3) to “be vested with all of the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters or other provisions of law . . .” [A.R.S. Section 9-499.01]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT’s charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of Operating Assistance and same was awarded as Grant No. AZ-90-X103; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$2,004,881. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st. Avenue; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit “B”** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services.
3. All purchases of vehicles shall be accompanied with “Vehicle Inventory Record” form.
4. All other asset purchases shall be accompanied with a “Capital Asset Purchase” form.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.

4. Notice. Any notice, consent, or other communication (“NOTICE”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Charles P. McClendon
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85340
Telephone: (623) 333.1000
FAX: (623) 333.0100

If intended for PHOENIX:

Debbie Cotton
Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st. Avenue; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

5. Effective Date: Upon approval of the Councils of PHOENIX and SUB-RECIPIENT, this Agreement shall become effective as of the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
David Cavazos, City Manager

By _____
Debbie Cotton
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON January 19, 2011.

CITY OF AVONDALE, ARIZONA
A Municipal Corporation

By _____
Charles P. McClendon
City Manager

ATTEST:

City Clerk - AVONDALE

APPROVED AS TO FORM:

City Attorney for AVONDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for SUB-RECIPIENT

801934v1

EXHIBIT "A"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-90-X103				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF AVONDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 11465 W. Civic Center Drive Avondale, AZ 85340				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$4,009,762		
• Federal Share of TEPC:		\$2,004,881		
• Local Share/Match of TEPC:		\$2,004,881		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.01	Operating Assistance	\$1,004,572	\$1,004,572	\$2,009,144
30.09.01	Operating Assistance	\$1,000,309	\$1,000,309	\$2,000,618

EXHIBIT "A"

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor designated lead agency. No further monies may be paid out under this program unless this report is completed and filed as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST #
	REPORTING PERIOD (Dates)	
	FROM:	TO:

	TOTAL	FTA SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$
REMAINING FUNDING	\$ -	\$ -

REQUIRED SIGNATURE

This document must be signed by the recipient's Chief financial Officer or their designated representative.

CERTIFICATION

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and all applicable requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation has been provided.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

For PTD use only

Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	Date of funds transfer

EXHIBIT “C”

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
Grant Status Report	Quarterly	Status of each project by grant number
Single Audit Report	Annually	Copy of federally required audit
<u>For JARC or New Freedom FTA Grants</u>		
Service Profile Information	Annually or as required by FTA	Evaluation of Grant Accomplishments
Data Collection Sheet	Annually or as required by FTA	Grant Performance Information

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

EXHIBIT "D," page 2

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2011 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

EXHIBIT “E”

Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or

national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. § 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5307(k) of 49 U.S.C. chapter 53
 - Section 5309(h) of 49 U.S.C. chapter 53
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Part 600 et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT “F”

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as
amended by the SAFETEA-LU Technical Corrections Act, 2008,
the Transportation Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended,
the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5,
February 17, 2009, or other Federal laws that FTA administers.**

**FTA MA(17)
October 1, 2010**

<http://www.fta.dot.gov/documents/17-Master.pdf>

FTA Master Agreement MA(17), 10-1-2010 2

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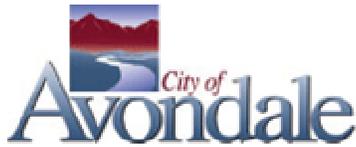
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EXHIBIT “G”

Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.
11. Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.



CITY COUNCIL REPORT

SUBJECT:

Resolution 2972-511 - Intergovernmental Agreement with the Regional Public Transit Authority for the Avondale Circulator

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement with the Regional Public Transit Authority (RPTA) for the operation of Avondale Circulator and authorize the Mayor and City Clerk to execute this agreement.

BACKGROUND:

During 2010 the Maricopa Association of Governments, on behalf of the City of Avondale, conducted a feasibility study and determined that operation of a local Circulator would benefit the community. Avondale has an opportunity to replace Start Route 131 with a circulator that would provide improved service. Population continues to increase in Avondale as gas prices also rise. However, existing transit services provided by Valley Metro continue to be reduced or eliminated due to elimination of transit funds by the Arizona State Legislature and the reduction in sales tax collections. Replacing Start Route 131 with a circulator would provide greater flexibility and better service with improved cost efficiency and little impact on projected transit funds.

DISCUSSION:

In mid-2010, Valley Metro went out with an RFP to procure various transit services and included Avondale's pilot Circulator Route in their Best and Final Offer. The winning firm, Total Transit, quoted a price for this pilot circulator route of \$3.60 per mile. The cost of Route 131 for the next fiscal year will be \$6.37 per mile. This cost per mile savings, funds the improvements to service. Avondale will not have to purchase buses because RPTA has offered to authorize Total Transit to use the buses that were returned to them from Sun City Area Transit that went out of business last year. These buses are 2009 Eldorado Nationals with approximately 21,000 miles and each holds 11 passengers. The proposed circulator would operate under a contract with Valley Metro through its contractor First Transit. Start Route 131 has always operated as a type of circulator that services the transit dependent populations of South Avondale and provides connections to: Downtown Phoenix via the Van Buren Route, Desert Sky Mall via McDowell Route 17A, and Estrella Mountain Community College.

It is a 12 mile long route that runs hourly 14 times per day. The proposed replacement circulator service will run every 30 minutes on a 14 mile route and hit 15 different activity centers throughout the City. It will continue to provide connectivity to fixed routes and even greater access to EMCC and other activity centers. The proposed circulator route is consistent with input received from the public during the public involvement process of the Transit Circulator Study. Avondale will charge \$.50 per ride for the service. Valley Metro will also wrap the buses.

Conversations are ongoing with neighboring cities to explore the feasibility of jointly funding circulator services to provide an opportunity for residents to move throughout the Southwest Valley. There are several other benefits that this circulator will bring to Avondale. In the next 20 years Avondale would like to have either light rail or commuter rail and having sufficient bus service is a prerequisite to securing Federal Transit Authority (FTA) funds for these transportation options. The proposed circulator service, running at half hour increments, will far exceed the current Route 131. Historical data has demonstrated that ridership usually doubles when there is an increase in service frequency and smaller, more user friendly buses are utilized.

BUDGETARY IMPACT:

The total cost to the City of Avondale during Fiscal Year 2011-2012 will be an estimated \$761,000. The funding for this project is available in the Transit Fund 215.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the Regional Public Transit Authority (RPTA) for the operation of the Avondale Circulator in the amount of \$761,000 and authorize the Mayor and City Council to execute this agreement.

ATTACHMENTS:

Click to download

 [Resolution 2972-511](#)

RESOLUTION NO. 2972-511

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement between the City of Avondale and the Regional Public Transportation Authority relating to public transportation services (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2972-511

[Agreement]

See following pages.

TRANSIT SERVICE AGREEMENT
(The "Agreement")

Contract # 106-31-2012

BETWEEN: THE City of AVONDALE, an Arizona Municipal Corporation (hereinafter referred to as "CITY")

AND: THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (of Maricopa County), a public agency established pursuant to A.R.S. Section 48-5101, et seq., (hereinafter referred to as the "RPTA").

WHEREAS: The RPTA is authorized to contract for the provision of public transportation services pursuant to A.R.S. Sections 48-5122 and 48-5123; and

WHEREAS: The CITY is authorized to contract for the provision of public transportation services pursuant to the Avondale City Charter; and

WHEREAS: The CITY and the RPTA together with other Maricopa County cities desire to provide a regional public transportation system; and

WHEREAS: CITY has been authorized by its CITY Council and RPTA has been authorized by its Board of Directors to enter into this Agreement; and

WHEREAS: The RPTA has established a network of regional public transportation services within Maricopa County; and

WHEREAS: The CITY, a municipal corporation, and the RPTA, a public agency, have authority in accordance with A.R.S. 11-952 to enter into intergovernmental agreements.

NOW, THEREFORE IT IS AGREED by and between the parties, as follows:

DEFINITIONS:

Regional Transit Services: As described in Schedule A, (as may be amended with RPTA approval from time to time during the term of this Agreement), means a public system for the transport of passengers by any means.

Service specifications: A detailed description of the Regional Transit Services funded by RPTA and covered by this Agreement, including:

- a street by street description of routes;
- times of operations;
- route name and number;
- frequency;

- days of operation;
- first and last trip times;
- connections with other routes;
- timing points;
- boarding and alighting policies; and
- estimates of revenue hours and miles on weekly hours.

Transit stop: any location or structure and any ancillary facilities the purpose of which is to enable passengers to board or alight from transit vehicles

SECTION 1: SERVICE AREA AND TRANSIT SERVICES

The boundaries of the CITY which are lawfully in effect on the 1st day of July, 2011 shall designate and define the limits of the “service area” for the purposes of the Agreement, and the services specified in Schedule A shall be operated within the service area during the term of this Agreement.

SECTION 2: TERM AND RENEWAL

- 2.1 This Agreement shall be in full force and effect after it has been (a) approved by the City Council and the RPTA Board of Directors, and (b) executed by the duly authorized officials of the parties.
- 2.2 This Agreement shall commence on July 1, 2011, and shall terminate on June 30, 2016, unless terminated earlier by one of the parties, in which case, written notice of termination shall be required no less than thirty (30) days prior to the proposed termination date. Funding levels for this Agreement shall be determined annually and shall be incorporated into this Agreement through the amendment of Schedules A, B and C. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.
- 2.3 If the parties have not renewed the term of this Agreement before the current term of the Agreement expires, this Agreement shall automatically renew for a one hundred eighty (180) day grace period on the same terms and conditions to allow the parties to renew the term of the Agreement. If this Agreement is not renewed prior to the expiration of the one hundred eighty (180) day grace period, the Agreement shall terminate upon the expiration of the one hundred eighty (180) day grace period.
- 2.4 Without limiting the generality of the preceding paragraph, if the parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, the CITY shall make the payments required to be paid under this Agreement at the then-current rate for such one hundred eighty (180) day grace period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day grace

period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the CITY shall make payments at the old rate (the previous year's rate) until such time that renewal Agreement can be fully approved and executed.

SECTION 3: RPTA RESPONSIBILITY

3.1 General Duties

With respect to Regional Transit Services provided under this Agreement, the RPTA shall:

- a. approve annual operating budgets for the provision of Regional Transit Service hereunder;
- b. recommend service specifications in consultation with the CITY;
- c. determine, set and amend the fare structure for transit services provided hereunder; provided however, CITY shall have discretion to implement local fare programs e.g. free fare for youth program and the circulator fare) for its residents as directed by the City Council. Prior to any local fare program being implemented, RPTA and CITY shall mutually agree to the terms of such fare program, including financial remuneration to funding entities, as appropriate;
- d. recommend (subject to CITY approval) functional standards for construction and establishment of transit stops and capital projects, such as park and ride and transit exchange facilities. Provided, however, CITY shall not be bound by such recommendation and shall act upon its independent judgment and discretion;
- e. coordinate the negotiation of operating agreements with operating companies for the provision of transit service hereunder;
- f. provide marketing and merchandising of transit service provided hereunder;
- g. provide administrative services, equipment, personnel and management services necessary to provide the CITY with local bus scheduled, fixed route transit service. Scheduled transit services will be delivered by independent contractor(s) selected and approved by the RPTA. The RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement;

- h. provide monthly reports, including but not limited to, ridership and revenue collected; and
- i. provide professional staff, as requested, to assist the CITY in developing, evaluating and adjusting services.

3.2 Reconciliation

At the end of each quarter of the subject fiscal year, RPTA will conduct a financial reconciliation of all costs of service (including any administrative fees) for informational purposes only, and at the end of the fiscal year a final reconciliation shall be performed. If it is found that City has paid more than its share of the costs of service, RPTA shall credit such overpayment to City on its next invoice. Conversely, if City has under paid its share of the costs of service, RPTA shall bill the underpayment to City, and the City shall pay the RPTA the amount billed within thirty (30) days after such billing.

3.3 Auditing of Records

RPTA, the Federal Transit Administration, the City of Phoenix (acting as the designated recipient of federal transit funding), the Arizona Dept. of Transportation, the Comptroller General of the United States, or any designee may conduct service, performance, and financial audits for service funded by the CITY or funded in whole or in part by or through RPTA. RPTA or its designee shall have access to any books, documents, papers, and records which are pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All required records shall be maintained for a minimum of five (5) years after all pending matters are closed.

3.4 Marketing

As directed by CITY, RPTA shall place and permit distribution of all customer educational, promotional and collateral material developed by CITY on to any route funded, in whole or in part, by CITY.

3.5 Future Charges

As reasonably required by CITY, RPTA shall furnish all necessary transit rate information used to formulate the total cost and per revenue mile rate charged by RPTA for the present year and following fiscal year's transit service. This information shall be provided to CITY no later than March 31st of each year. If RPTA cannot adhere to the March 31st annual deadline, RPTA shall send a letter to CITY stating its inability to provide a timely contract estimate for the following fiscal year, its reasons for delay, and its estimated time of delivery of the contract estimate to CITY.

3.6 Operational Notifications

RPTA shall notify CITY of operational incidents as soon as practicable so that CITY may potentially notify its elected officials and be informed prior to media inquiries. Incidents include, but are not limited to, major accidents, deaths, serious crimes, bomb threats, etc.

SECTION 4: CITY RESPONSIBILITY

4.1 General Understandings

The CITY expressly acknowledges, understands and agrees that:

- a. any recommendation provided by RPTA to the CITY pursuant to this Agreement or otherwise (including, but not limited to, any recommended service specifications or functional standards for construction and establishment of transit stops and any capital project) are simply general recommendations that the RPTA makes available to certain political subdivisions of the State of Arizona;
- b. all such recommendations must be tailored to the specific requirements of the CITY;
- c. the RPTA makes no representation or warranty to CITY that any such representation is sufficient or adequate to meet the specific requirements of the CITY;
- d. it is the CITY's sole responsibility to review, approve or modify as appropriate any recommendation of the RPTA hereunder, including (but not limited to) any recommendation concerning pedestrian and traffic control.

4.2 Traffic Control

With respect to services provided hereunder, the CITY shall provide traffic control and transit priority measures such as turning movements, on CITY streets.

4.3 Bus Stop Signs

The CITY shall purchase and install bus stop signs.

4.4 Amended Service Plans

The CITY shall provide advice to the RPTA and to any operator providing service required by this Agreement in the preparation and amendment of service plans.

4.5 Data

The CITY shall provide reasonable financial and operational data to the RPTA with respect to all regional transportation services, as requested from time to time

4.6 Payments to RPTA

The CITY shall pay the RPTA monthly, in accordance with Schedule C, for expenses incurred by the RPTA in the operation of bus routes as requested by the CITY. The CITY and RPTA shall, prior to June 1 of each year this Agreement is in effect, agree to the rates to be paid for the upcoming year (beginning July 1). Once agreed upon, the revised amounts shall be memorialized in a revised Schedule C and attached to this Agreement. In the event that there is a disagreement with the new proposed rate, the CITY is responsible for making payment at the old rate (the previous year's rate) until such time that the disagreement can be resolved.

4.7 Notice of Service Charges

The CITY shall provide a written ninety (90) calendar day notice for major service changes.

4.8 Transit Life Cycle Program

CITY shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state and local governments. In performing hereunder, CITY shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 5:

5.1 Covenant Against Contingent Fees

Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, the CITY Council, the RPTA Board or any employee of the CITY or RPTA, has any interest, financially or otherwise, in this Agreement.

5.2 Alteration in Character of Work

Minor alterations in the character of work shall be authorized in writing by RPTA and acknowledged by CITY by letter.

5.3 Termination

- a. RPTA and CITY hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.
- b. Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing thirty (30) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.
- c. Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination together with any penalty or costs imposed by other funding sources and any costs attributed to 49 U.S.C. 5333(b) (formerly Section 13(c) of the Federal Transit Act of 1964, as amended), the total of which is hereinafter referred to as "termination costs." If CITY has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if CITY has paid RPTA an amount less than the termination costs, then CITY shall pay to RPTA an amount equal to the difference between the termination costs and the amount that CITY has already paid under this Agreement.

5.4 Additional Work

Work in addition to that already specified in this Agreement shall be authorized by Contract Change Order or Supplement Agreement signed by both Parties and the additional work shall be compensated for by a fee, mutually agreed upon by both Parties and clearly stated in the Contract Change Order or Supplemental Agreement.

5.5 Successors and Assigns

This Agreement shall not be assignable, except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5.6 Title VI Assurances

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity

that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

5.7 Labor Protective Provisions

CITY shall fully cooperate with RPTA in meeting the legal requirements of the labor protective provisions of 49 U.S.C. 5333(b) [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. CITY shall defend and indemnify RPTA from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by CITY, that were not requested by RPTA which result in grievances, claims and/or liability.

5.8 Civil Rights

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to those civil rights laws and regulations set forth on Exhibit A, as such civil rights laws and regulations may be amended from time to time. As used in Exhibit A, the term "Recipient" shall refer to both the CITY and RPTA individually.

SECTION 6: INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to defend, indemnify, save and hold harmless the other (and each of their respective directors, officers, agents and employees) for, from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs and expenses (including reasonable attorney's fees) arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission or intentional misconduct. An indemnifying party's negligence, error, omission or intentional misconduct, as that phrase is used herein, includes the negligence, error, omission or intentional misconduct of its officers, agents and employees. This provision shall survive the termination of this Agreement.

SECTION 7: AMENDMENT

This Agreement may be amended in whole or in part by written agreement of the parties. Additional Transit Service, when authorized in advance by executed Contract Change Order or Supplement Agreement, shall be compensated for by a revision to Schedule A, B or C, as mutually agreed upon by both parties.

SECTION 8: RELATIONSHIP OF PARTIES

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

SECTION 9: INTEGRATION

This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 10: ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

SECTION 11: SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

SECTION 12: NO ASSIGNMENT

Neither Party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other Party.

SECTION 13: WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

SECTION 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

SECTION 15: CAPTIONS

Captions and section heading used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

SECTION 16: CANCELLATION

This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511

SECTION 17: SCHEDULES AND EXHIBITS

All schedules and exhibits referred to in this Agreement and attached to this Agreement are expressly incorporated herein by this reference.

SECTION 18: NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to RPTA:

Regional Public Transportation Authority
302 North 1st Ave., Suite 700
Phoenix, Arizona 85004
(Attention: David A. Boggs, Executive Director)

If to CITY:

City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323
(Attn: Charles P. McClendon, City Manager)

Notices shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after it is deposited with any commercial air courier or express service or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other Party as provided

in this paragraph. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

SECTION 19: COMPLIANCE WITH THE E-VERIFY PROGRAM

19.1 Warrant of Compliance

Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

19.2 Breach of Warranty

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

19.3 Right to Inspect

Both Parties retain the legal right to inspect the papers of any employee who works on this Contract or subcontract to ensure compliance with the warranty given above.

19.4 Random Verification

Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

19.5 Inclusion of Article in Other Contracts

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

SECTION 20: LEGAL COMPLIANCE AND PROHIBITION

To the extent applicable, RPTA and CITY each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Agreement, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor

Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement. CITY and RPTA each retain the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. RPTA and CITY each hereby agree, to the extent permitted by law, to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof.

SECTION 21: SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2011.

By: _____
Marie Lopez Rogers
Mayor

By: _____
David A. Boggs
Executive Director

ATTEST: _____
Avondale City Clerk

ATTEST: _____
Jon Medwin
Contracts and Procurement
Manager

ATTEST: _____
Michael Taylor
Acting Deputy Executive Director
Finance

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for the City of Avondale

Attorney for RPTA

SCHEDULE A
To
Contract #106-31-2012

The following routes are funded in whole or in part by the RPTA:

Routes

560

The following routes are funded in whole or in part by the CITY:

Routes

Avondale Circulator

SCHEDULE B
To
Contract #106-31-2012

1. Conventional Transit Services

(a) Regional Bus Service **\$10,808,359** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

Route	Jurisdiction	Annual Miles	Rate Per Mile	Annual Cost	Estimated Revenue	Net Cost	
560	Avondale	6,275	\$ 8.3483	\$ 52,386	\$ (3,351)	\$ 49,035	
		6,275		\$ 52,386	\$ (3,351)	\$ 49,035	Project 2010
				ADA Dial A Ride		\$ 10,759,324	Project 2046
				Total PTF Funding		\$ 10,808,359	

SCHEDULE C
To
Contract #106-31-2012

For the period July 1, 2011 to June 30, 2012 the CITY of AVONDALE will pay the Regional Public Transportation Authority **\$723,000** for bus service on the Avondale Circulator in Avondale

Payments made by the CITY to RPTA for operation of the Circulator Route depicted in Schedule C shall consist of twelve (12) monthly installments of **\$60,250.00** commencing July 1, 2011 and shall be become due within thirty (30) days of receiving an invoice from the RPTA.

RPTA Contracted Service Funded By City of Avondale						
Contract Estimate for Fiscal Year 2011 - 12						
Weekday Service						
		Annual	Rate	Gross	Estimated	Estimated
Jurisdiction	Route	Revenue	Per Mile	Cost	Fares	Net Cost
Avondale	Circulator	208,400	\$3.65	\$761,000	\$38,000	\$723,000

EXHIBIT A
To
Contract #106-31-2012

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,”

42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient’s DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient’s failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R.

Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;

9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

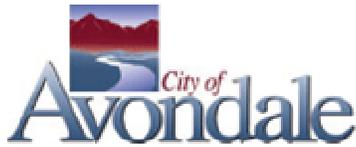
11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.



CITY COUNCIL REPORT

SUBJECT:

Resolution 2975-511 - Supporting a Grant Proposal to the Gila River Indian Community for After School Youth Development Programming

MEETING DATE:

May 16, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the submission of a grant proposal to the Gila River Indian Community for funding in the amount of \$373,620 to support after school youth development programming for a three year period.

BACKGROUND:

The Neighborhood and Family Services Department was created, in part, to develop programs for young people in Avondale. The Youth Services Division provides positive development opportunities to youth ages 14 to 21. Numerous programs, events and partnerships have been implemented to provide youth with opportunities to develop critical life skills.

The Youth Services Division established a partnership with Tolleson Union High School District for the delivery of the Project REAL After School Program on the La Joya Community High School campus. Drawing from the success of Project REAL, Youth Services staff will use GRIC funding to establish a partnership with the Phoenix Conservatory of Music to expand after school youth development programming into two additional high schools in Avondale, continue programming at La Joya Community High School and provide new programming to enhance the iSYNC Early Release Wednesday Program currently offered at Sam Garcia Library.

DISCUSSION:

Staff is requesting that the City Council adopt a resolution authorizing the submission of a grant proposal to the Gila River Indian Community for funding in the amount of \$373,620 to support after school youth development programming. Funding will be used to establish a partnership with The Phoenix Conservatory of Music and expand after school youth development programming into two additional high schools, continue programming at La Joya Community High School and provide new programming to enhance the iSYNC Early Release Program for a three year period.

Programming offered will expose Avondale youth to high quality music education that focuses on process based learning, creativity, and problem solving. The program is designed to prepare participants for the future with 21st century work skills. Phoenix Conservatory of Music programs focus on academic integration and provide arts education that serves as a catalyst to promote student achievement and motivate students towards higher overall academic success.

Programming will be offered weekly for 30 weeks at four sites during each school year. Additional, "drop-in" recreation programming may also be provided weekly at each site if facilities are available. Program sites are expected to include: La Joya Community High School, West View High School, Agua Fria High School and the Sam Garcia Library. Students that participate in the program will be

exposed to Phoenix Conservatory of Music's after school youth development program model that includes the following features:

- Program mapping that meets the needs of Avondale and impacts the community in a positive way.
- Effective program management and professional development for our teaching artists to make sure that all parties have alignment about program goals, logistics, outcomes, and assessment.
- Curriculum development that meets state and national standards for music education at the grade/age appropriate level.
- Integration with academic subjects and school day learning.
- Technology integration with the Berklee Pulse Program integrated into their learning model.

The Berklee Pulse Program is part of a unique affiliation between Phoenix Conservatory of Music and The Berklee College of Music. It is an interactive college preparatory curriculum that students will not only experience in class, but will be able to log into the program from any computer when they are not actively engaged in the program and continue their music learning. This program is hip, edgy, and gives amazing music learning that meets the standards of one of the most prestigious music schools in the country in a fun and engaging way that focuses on contemporary music.

- Students who participate regularly in the Berklee Pulse Program will be eligible to apply for scholarship or a work study program for advanced study at The Phoenix Conservatory of Music.
- Students who are at least 15 years of age, are showing great promise in their craft development, and are engaging in the Berklee Pulse Curriculum will have the opportunity to be nominated for a national audition for the 5 week Berklee Summer Institute. If the students are selected through a highly competitive audition process, they will be able to receive a full scholarship to the 5 week Boston experience.

BUDGETARY IMPACT:

The City of Avondale will be requesting \$373,620 from the Gila River Indian Community grant. There is no matching requirement for this grant. No direct general fund resources will be required.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submission of a grant proposal to the Gila River Indian Community for funding to support an after school youth development program for a three year period and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Resolution 2975-511](#)

RESOLUTION NO. 2975-511

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE GILA RIVER INDIAN COMMUNITY.

WHEREAS, the Gila River Indian Community (the “Community”) is accepting applications for Youth Development Programming; and

WHEREAS, the City of Avondale (the “City”) desires to support after school youth development programming and provide services in partnership with the Phoenix Conservatory of Music to (i) expand after school youth development programming into two additional high schools, (ii) continue programming at La Joya Community High School and (iii) provide new programming to enhance the iSYNC Early Release Wednesday Program for a three year period (collectively, the “Programs”); and

WHEREAS, the City believes the Programs may be eligible for Community funding to support the Programs; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to submit a grant application for funds in the amount of \$373,620.00 (the “Application”) to be considered by the Community for funding for the Programs.

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 City Council hereby approves the submission of the Application for consideration by the Community.

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 Application, to execute any resulting grants and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

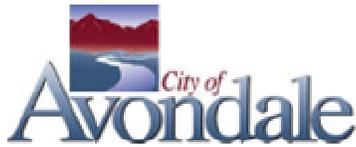
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2976-511 - Submission of a Grant Proposal to the Gila River Indian Community for Monument Hill Trail Centennial Project

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623) 333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a Resolution supporting the submittal and acceptance of a grant proposal to the Gila River Indian Community for funds to assist with the Monument Hill Trail Centennial Project in the amount of \$250,000.

BACKGROUND:

Avondale's Centennial Committee identified Monument Hill as a Legacy Project and made their recommendation to City Council. City Council approved the recommendation in 2008. Since this time city staff members and committee members have been looking for funding assistance to develop the area in a manner that takes the natural assets and the cultural elements into account.

DISCUSSION:

Monument Hill and the Wildlife Watching area is located in Avondale's planning area; it has a unique natural landscape where cultural, historic and recreational resources combine to form a cohesive, nationally distinctive landscape revealing important stories about our nation and our state.

The primary project goal is to coordinate and involve multiple property owners, stakeholders and public residents in the creation of a plan that will heighten the public's knowledge of Avondale Arizona's nationally registered historical site at Monument Hill through the construction of a natural trail. Funding for the construction of the trail has been secured through several grants. Additional funding is being requested for ancillary amenities associated with the projects maintenance and sustainability. Avondale is requesting funding to support salary and wages for a Park Ranger over a two year time period. Park Ranger equipment will include weather appropriate clothing and mountain bike/ATV equipment to navigate through the terrain when patrolling the area. Funding will be used to hire a consultant that will develop school curriculum and other historically validated literature which will be published and made available to the general public. Funding will also be used to design and construct way-finding educational/art elements that will be placed along the trail corridor.

BUDGETARY IMPACT:

The City of Avondale will be requesting \$250,000 from the Gila River Indian Community. There are no match requirements for these funds. The Park Ranger salaries and benefits are being proposed for two year. This will be a grant funded position. The project hopes to yield funding through on-going revenues from trail tours, book sales, and continual solicitations for grants and donations. If funding is not available through these mechanisms the position will not be funded and the Police Department will monitor the site through the current beat assignment for the area. Cost associated with consultants for education curriculum, book publishing, and wayfinding/art elements are one-time costs.

RECOMMENDATION:

Staff recommends that Council adopt a Resolution supporting the submittal and acceptance of a grant proposal for the grant to the Gila River Indian Community in the amount of \$250,000 for the purpose of supporting the Avondale Centennial Legacy Project at Monument Hill.

ATTACHMENTS:

Click to download

 [Resolution 2976-511](#)

RESOLUTION NO. 2976-511

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE GILA RIVER INDIAN COMMUNITY.

WHEREAS, the Gila River Indian Community (the “Community”) is accepting applications for Proposition 202 funding from state and local agencies for projects relating to all aspects of cultural and environmental development and protection; and

WHEREAS, the City of Avondale (the “City”) desires to coordinate the creation of a preservation plan that will heighten the public’s knowledge of Arizona’s nationally registered historical site known as “Monument Hill” and to utilize the plan to guide future preservation and development of the site (the “Project”); and

WHEREAS, the City believes the Project may be eligible for Community funding to support the Project; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to submit a grant application for funds in the amount of \$250,000.00 (the “Application”) to be considered by the Community for funding for the Project.

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 City Council hereby approves the submission of the Application for consideration by the Community.

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 Application, to execute any resulting grants and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

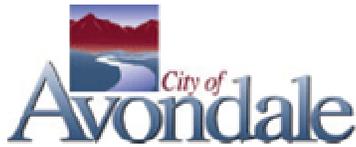
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2973-511 – Memorializing Development
Fee Pledges

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Resolution 2973-511 memorializing prior pledges of development impact fees to repay debt service on public facilities.

BACKGROUND:

Like many other communities in Arizona, the City of Avondale (the "City") has long used development fees to offset the costs to the City created by the impacts of new growth. The amounts of development fees to be charged are included in development fee studies completed periodically by the City. The Development Fee Study for the City of Avondale, dated August 24, 2006 and amended October 11, 2006 (the "Development Fee Study"), is the City's current development fee study. The Development Fee Study contains the City Council's determination of which capital improvements are "necessary public services" for the purpose of the State of Arizona's development impact fee statutes, which, for the City included, among other items, a new Civic Center Library, a new City Hall and a new City Court facility, all of which were to be constructed at the Civic Center complex.

The Development Fee Study included calculation of the debt service/financing costs for constructing and equipping the City Hall facility and the City Court facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting General Government Development Impact Fee (the "General Government DIF") was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of City Hall and the City Court. The General Government DIFs have been collected and applied to such debt service accordingly.

The Development Fee Study also included calculation of the debt service/financing costs for the construction and equipping of the Civic Center Library facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting Libraries Development Impact Fee (the "Library DIF") was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the Civic Center Library. The Library DIFs have been collected and applied to such debt service accordingly.

The City's annual budgets include transfers to the debt service fund from the General Government DIF fund and the Library DIF fund as contemplated in the Development Fee Study. Unfortunately, although the Civic Center Library had already been constructed (and debt incurred), when development was severely curtailed in Avondale. Since the beginning of FY 2010-11, the revenues in the Library DIF fund have been insufficient to cover the portion of the Civic Center Library debt

service attributed to them, requiring the City's general fund to meet the full debt service obligation (a "General Fund Overpayment"). The City intends to repay the general fund for the full amount of such General Fund Overpayments as Library DIF funds are received by the City, even if such funds are not received until after the debt service obligations for the Civic Center Library have been fully satisfied.

Senate Bill 1525, approved by the Arizona Legislature on April 19, 2011 and signed into law by the Governor on April 26, 2011 ("SB 1525"), included sweeping changes to the State's development fee statutes. Contained within the changes was a definition of "necessary public services" that excluded facilities like portions of the Civic Center Library, the City Hall facility and the City Court facility. The changes to the development fee statutes in SB 1525 resulted in a prohibition against assessing development impact fees for general government facilities and for libraries over 10,000 square feet in size (like the Civic Center Library) after August 1, 2014, unless the collection of such fees is for the purpose of repaying debt service on facilities that were financed prior to June 1, 2011 (such as City Hall, the City Court and the Civic Center Library).

In order to provide certainty to the citizens of Avondale and the development community, it is recommended that the City Council adopt a resolution memorializing that (i) the General Government DIF and Library DIF funds were and are allocated and pledged for purposes of SB 1525 to pay principal and interest on the debt service obligations as contemplated by the Development Fee Study and Section 3.02 of the financing lease utilized by the City and the City of Avondale Municipal Development Corporation and (ii) the allocation, pledge and use of the DIF funds for the repayment of such debt service obligations meets the requirements of SB 1525 such that collection of the General Government DIF and the Library DIF may continue beyond August 1, 2014, for the sole purpose of payment of debt service obligations related to the City Hall, City Court and Civic Center Library facilities, including the reimbursement of any General Fund Overpayments required during the term of repayment.

BUDGETARY IMPACT:

Annual debt service calculations to be included with each fiscal year budget.

RECOMMENDATION:

Staff is recommending adoption of a resolution memorializing prior pledges of development impact fees to repay debt service on public facilities.

ATTACHMENTS:

Click to download

 [Resolution 2973-511](#)

RESOLUTION NO. 2973-511

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, MEMORIALIZING PRIOR PLEDGES AND ALLOCATIONS OF DEVELOPMENT FEE REVENUES TO DEBT SERVICE REPAYMENT RELATED TO CONSTRUCTION OF CITY HALL, CITY COURT AND CIVIC CENTER LIBRARY FACILITIES.

WHEREAS, the Council of the City of Avondale (the "City Council") approved the Development Fee Study for the City of Avondale, dated August 24, 2006 and amended October 11, 2006 (the "Development Fee Study"); and

WHEREAS, the Development Fee Study contained the City Council's determination of which capital improvements were "necessary public services" for the purpose of the State of Arizona's development impact fee statutes, which, for the City of Avondale (the "City") included, among other items, a Civic Center Library, a new City Hall and a new City Court facility, all of which were to be constructed at the Civic Center complex; and

WHEREAS, the Development Fee Study was based upon the capital improvement needs of the City over a ten-year period, as set forth in the City's Capital Improvement Plan (the "CIP"), which also serves as a portion of the City's Infrastructure Improvements Plan as required by ARIZ. REV. STAT. § 9-463.05 (the "Development Fee Statutes"); and

WHEREAS, the Development Fee Study included calculation of the debt service/financing costs for constructing and equipping City Hall facility and a City Court facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting General Government Development Impact Fee (the "General Government DIF") was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the City Hall and City Court. The General Government DIFs have been lawfully collected and applied to such debt service accordingly; and

WHEREAS, the Development Fee Study included calculation of the debt service/financing costs for the construction and equipping of a Civic Center Library facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting Libraries Development Impact Fee (the "Library DIF") was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the Civic Center Library. The Library DIFs have been lawfully collected and applied to such debt service accordingly; and

WHEREAS, the City’s annual budgets include transfers to the debt service fund from the General Government DIF fund and the Library DIF fund as contemplated in the Development Fee Study; and

WHEREAS, since the beginning of FY 2010-11, the revenues in the Library DIF fund have been insufficient to cover the portion of the Civic Center Library debt service attributed to them, requiring the City’s general fund to meet the full debt service obligation (a “General Fund Overpayment”). The City intends to repay the general fund for the full amount of such General Fund Overpayments as Library DIF funds are received by the City, even if such funds are not received until after the debt service obligations for the Civic Center Library have been fully satisfied; and

WHEREAS, Senate Bill 1525, approved by the Arizona Legislature on April 19, 2011 and signed into law by the Governor on April 26, 2011 (“SB 1525”), included changes to the Development Fee Statutes. Contained within the changes was a definition of “necessary public services” that excluded facilities like the Civic Center Library, the City Hall facility and the City Court facility; and

WHEREAS, the changes to the Development Fee Statutes in SB 1525 resulted in a prohibition against assessing DIFs for general government facilities and for libraries over 10,000 square feet in size (like the Civic Center Library) after August 1, 2014, unless the collection of such fees is for the purpose of repaying debt service on facilities that were financed prior to June 1, 2011.

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 City Council finds and determines that the existing bonds, notes or other debt service obligations related to the financing of constructing and equipping the City Hall, City Court and Civic Center Library facilities are to be repaid in whole or part by DIF funds. Such DIF funds were and are allocated and pledged for purposes of SB 1525 to pay principal and interest on the debt service obligations as contemplated by the Development Fee Study and Section 3.02 of the financing lease utilized by the City and the City of Avondale Municipal Development Corporation. Further, the allocation, pledge and use of the DIF funds for the repayment of such debt service obligations meets the requirements of SB 1525 such that collection of the General Government DIF and the Library DIF may continue beyond August 1, 2014, for the sole purpose of payment of the City Hall Court Bonds and Civic Center Library Bonds, as applicable, related to the City Hall, City Court and Civic Center Library facilities, including the reimbursement of any General Fund Overpayments or loans required during the term of repayment.

SECTION 3. This Resolution hereby amends all prior ordinances and resolutions authorizing the issuance, sale or delivery of all bonds, notes or other debt service obligations (hereafter collectively, referred to as the “Bond Resolutions”) issued for the financing (or refinancing) of the construction of the City Hall facility and/or the City Court facility (collectively, the “City Hall and Court Bonds”) and the construction of the Civic Center Library

(collectively, the “Civic Center Library Bonds”) to include in the case of the Bond Resolutions related to the City Hall and City Court Bonds, as additional security for the repayment of principal and interest on all outstanding City Hall and Court Bonds an irrevocable pledge of the General government DIF monies collected by the City, and in the case of the Bond Resolutions related to the Civic Center Library Bonds, as security for the repayment of principal and interest on all outstanding Civic Center Library Bonds an irrevocable pledge of the Library DIF monies collected by the City.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 5. The immediate operation of this Resolution is necessary for the preservation of the public health and welfare, particularly to be able to continue repay debt service obligations to finance the capital needs of the City on the most economic basis, and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the City of Avondale, Arizona, as required by law, and it is hereby exempt from the referendum provisions of the City’s Charter and the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

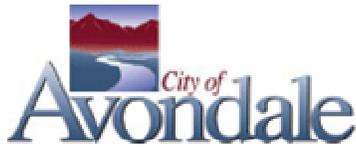
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2974-511 - Tentative Budget Adoption
for Fiscal Year 2011-2012

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623) 333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution, setting forth the fiscal year 2011-2012 tentative budget and establish the City's annual expenditure limitation in the amount of \$163,154,810.

BACKGROUND:

On April 11, 2011, the City Manager presented his recommended budget to the Mayor and Council for the 2011-2012 fiscal year. The recommended budget includes recommendations to add a few items to the base budget although the budget in total is less than the current year's adopted budget of \$185,880,860. The budget proposal also reflects no change in the number of authorized positions from the 2010-2011 annual budget.

The proposed budget includes supplemental requests for Economic opportunities funding, an Avondale Centennial Heritage Festival, fire equipment, Federal Lobbyist contract, street sign and striping maintenance, increases in finance fees, electricity costs wastewater treatment chemicals and additional refuse containers and fleet equipment. In addition retirement contributions increased for the Arizona State, Elected Officials', Public Safety Personnel and Corrections Officers' Retirement Systems.

In conformance with State law and the City Charter, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures for fiscal year 2011-2012. The total budget may be reduced prior to final adoption, but cannot be increased.

DISCUSSION:

The combined operating and capital budget for fiscal year 2011-2012 totals \$163,154,810. Total revenues anticipated for fiscal year 2011-2012 are \$129,108,470. Fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

Supplemental requests approved by Council total \$1,335,430. The tentative budget as presented includes adjustments for additional carryover appropriations, appropriations and revenues to account for the implementation of the false alarm program and appropriations for personal services have been added should the Council approve any adjustments for employee costs. The schedule of authorized positions is attached for your review.

Carryover appropriation is used for projects or purchases that were planned for the current year but will not be completed until next fiscal year. Since appropriations lapse on June 30, this appropriation must be included in the tentative budget to ensure the spending authority is included in the maximum

limit. Carryovers were adjusted from the amounts presented on April 11, 2011 totaling 380,200 including water, wastewater and printer/copier funds. Carryover requests total \$22,788,890 most of which is needed to complete capital projects. This amount may decrease after actual expenditures have been analyzed and the 2010-2011 fiscal year is closed.

Proposed Budget Total	\$158,960,530
Adjustments:	.
WWTP Filters	750,000
False Alarm Contract	65,000
Supplementals	1,335,430
(Transfer for Fire Equip. Replacement)	(45,000)
Transit Fund Increase	1,229,810
Carryover Adjustments	380,200
Personal Services Adjustment	478,800
Tentative Budget Total	\$163,154,810

The tentative budget is presented on forms prescribed by the Auditor General. The forms include a summary of the City's tax levy and tax rate information. The total tax rate is proposed at \$1.3310 for fiscal year 2011-2012. The official budget forms will be published as required for two consecutive weeks in a newspaper of general circulation along with notices of public hearing on the final budget and the property tax levy. The following list shows the timeline for all actions required for formal adoption of the City's annual budget:

May 16th	Adopt Tentative Budget
June 6th	1st publication of tentative budget and truth in taxation notice
June 13th	2nd publication of tentative budget and truth in taxation notice
June 20th	Hold public hearing on budget, property tax levy and truth in taxation. Convene special meeting to adopt final budget
July 5th	Adopt property levy

BUDGETARY IMPACT:

This action will set the maximum expenditure limitation for the FY 2011-2012 fiscal year.

RECOMMENDATION:

Staff recommends that Council adopt a resolution setting forth the fiscal year 2011-2012 tentative budget and establishing the expenditure limitation and authorize staff to proceed with the required publication process.

ATTACHMENTS:

Click to download

[Resolution 2974-511](#)

[Exhibit A](#)

RESOLUTION NO. 2974-511

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE CITY OF AVONDALE FOR FISCAL YEAR 2011-2012.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the "City Council") is required to adopt a budget; and

WHEREAS, in accordance with ARIZ. REV. STAT. § 42-17102, the City Manager has prepared and filed with the City Council the City Manager's Budget estimates for the fiscal year beginning July 1, 2011 and ending June 30, 2012; and

WHEREAS, the qualified electors of the City of Avondale (the "City") did, on November 3, 2009, approve the Home Rule Option for expenditure limitations pursuant to the Arizona Constitution Article IX, Section 20; and

WHEREAS, the Home Rule Option requires that an expenditure limitation must be established each year as part of the annual budget.

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 statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City's official tentative budget for the fiscal year beginning July 1, 2011 and ending June 30, 2012, including the establishment of the expenditure limitation for such fiscal year in the amount of \$163,154,810.

SECTION 3. Upon approval of the City Council, the City Manager or designee shall publish in the official City newspaper once a week for two consecutive weeks (i) the official tentative budget and (ii) a notice of the public hearing of the City Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical address of the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall and the website where the tentative budget may be found. If a truth in taxation notice is required under ARIZ. REV. STAT. § 45-17107, it may be combined with such hearing notice.

SECTION 4. The City Manager or designee shall make available at the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall a complete copy of the tentative budget, and shall post the tentative budget on the City's website.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2974-511

[Statements and Schedules]

See following pages.

CITY OF AVONDALE
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2012

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2011	ACTUAL EXPENDITURES/EXPENSES** 2011	FUND BALANCE/NET ASSETS*** July 1, 2011	PROPERTY TAX REVENUES 2012	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2012	OTHER FINANCING 2012		INTERFUND TRANSFERS 2012		TOTAL FINANCIAL RESOURCES AVAILABLE 2012	BUDGETED EXPENDITURES/EXPENSES 2012
						SOURCES:	<USES>:	IN:	<OUT>:		
1. General Fund	41,155,630	40,668,872	23,099,520	Primary: 2,328,650	39,460,920	30,000			2,656,580	64,919,090	41,313,240
2. Special Revenue	17,896,380	15,738,313	7,573,138		24,847,700			347,580	6,683,910	32,768,418	20,077,000
3. Debt Service Funds Available	13,500,430	13,131,910	7,028,161	Secondary: 3,652,410	1,147,430			7,480,500		19,308,501	12,854,200
4. Less: Designation for Future Debt Service											
5. Total Debt Service Funds	13,500,430	13,131,910	7,028,161	3,652,410	1,147,430			7,480,500	-	19,308,501	12,854,200
6. Capital Projects	70,606,970	23,494,881	24,092,918		3,753,350	25,000,000		2,529,270	1,151,800	55,375,538	46,219,290
7. Permanent Funds											
8. Enterprise Funds Available	38,774,140	28,285,572	45,883,460		25,557,580			6,090,100	5,940,100	77,531,140	38,555,280
9. Less: Designation for Future Debt Service											
10. Total Enterprise Funds	38,774,140	28,285,572	45,883,460	-	25,557,580			6,090,100	5,940,100	77,531,140	38,555,280
11. Internal Service	3,947,310	3,717,110	2,869,493		3,616,700				15,060	6,486,193	4,135,800
Total All Funds	\$ 185,880,860	\$ 125,036,658	\$ 110,546,690	\$ 5,981,060	\$ 98,383,680	\$ 25,030,000		\$ 16,447,450	\$ 16,447,450	\$ 256,388,880	\$ 163,154,810

EXPENDITURE LIMITATION COMPARISON

	2011	2012
1. Budgeted expenditures/expenses	\$ 185,880,860	\$ 163,154,810
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	185,880,860	163,154,810
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 185,880,860	\$ 163,154,810
6. EEC or voter-approved alternative expenditures limitation	\$ 185,880,860	\$ 163,154,810

*Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

**Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal permanent fund).

City of Avondale
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2012

	<u>2010-11</u> <u>Fiscal Year</u>	<u>2011-12</u> <u>Fiscal Year</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,219,010</u>	\$ <u>2,328,658</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>2,219,010</u>	\$ <u>2,328,650</u>
B. Secondary property taxes	<u>3,418,990</u>	<u>3,652,410</u>
C. Total property tax levy amounts	\$ <u>5,638,000</u>	\$ <u>5,981,060</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) 2010-11 year's levy	\$ <u>2,079,409</u>	
(2) Prior years' levies	<u>0</u>	
(3) Total primary property taxes	\$ <u>2,079,409</u>	
B. Secondary property taxes		
(1) 2010-11 year's levy	\$ <u>3,248,041</u>	
(2) Prior years' levies	<u>_____</u>	
(3) Total secondary property taxes	\$ <u>3,248,041</u>	
C. Total property taxes collected	\$ <u>5,327,450</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.4537</u>	<u>0.581</u>
(2) Secondary property tax rate	<u>0.6521</u>	<u>0.75</u>
(3) Total city/town tax rate	<u>1.1058</u>	<u>1.3310</u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
General Fund			
Taxes			
Local Sales Taxes	18,767,710	19,007,307	19,577,510
Franchise Taxes	710,400	1,059,612	1,082,610
Audit Assessments	536,960	280,261	296,710
Prior Year Taxes	53,200	38,169	38,170
In-Lieu Taxes	19,750	19,750	19,750
Intergovernmental Revenues			
State Urban Revenue Sharing	6,763,990	6,750,612	6,043,560
City's Share of St. Sales Tax	4,891,330	5,091,514	5,363,870
Auto Lieu Tax	2,306,950	2,243,718	2,570,180
IGAs Other Cities & Towns	178,650	164,484	208,490
State Grants	66,860	68,157	68,160
Licenses and Permits			
Licenses	235,170	260,876	260,870
Building & Develop Permits	442,900	222,580	212,460
Other Permits	30,600	29,915	38,310
Development Charges for Service	11,920	5,486	5,490
Charges for Services			
Recreation Charges for Service	1,073,920	352,773	1,096,150
Other Charges for Service	238,440	249,278	428,390
Internal Charges for Service	400,000	440,000	400,000
Development Charges for Service	97,680	189,594	182,480
Fines, Forfeitures and Penalties			
Fines & Forfeitures	908,190	1,135,964	1,135,970
Other Fines	19,150	34,457	49,260
Miscellaneous Revenue			
Other Revenue	365,940	197,954	305,920
Donations	53,050	15,206	52,000
Interest	157,510	24,615	24,610
Total General Fund	\$38,330,270	\$37,882,282	\$39,460,920
Special Revenue			
Highway User Revenue Fund			
Highway User Fees (Gas Tax)	3,817,850	3,560,544	4,206,150
Interest	38,970	3,140	3,140
Other Revenue	160	145	140
Social Service			
Senior Nutrition	180,520	270,421	270,920

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
Social Service			
Community Action Program	154,170	178,310	178,310
CDBG			
Federal Grants	964,050	847,269	742,460
Other Grants			
Home Grant	410,600	424,407	431,180
0.5% Dedicated Sales Tax			
0.5% Dedicated Sales Tax	5,416,420	5,029,315	5,229,610
Public Safety Dedicated Sales Tax			
Public Safety Dedicated Sales Tax	5,416,420	5,029,186	5,229,880
Regional Family Advocacy			
Regional Family Advocacy	539,840	463,149	547,800
Transit Fund			
Federal Grants	0	0	1,025,000
IGAs Other Cities & Towns	121,480	16,320	186,270
Interest	3,500	2,410	2,410
ARRA Fund			
Police - COPS Hiring ARRA	382,260	382,260	382,260
E.E.C.B.G Grant	0	348,379	0
Edward Byrne Memorial JAG	0	276,995	0
Other Grants			
Non-Departmental	5,000,040	0	5,000,000
NSP3	0	0	1,146,790
NSP Home Buyer Assistance Grant	0	210,198	110,390
Fines & Forfeitures	85,800	103,916	103,920
Voca Crime Victim Advocate	50,500	48,500	50,500
Interest	220	266	270
Paul Coverdell Grant	13,500	3,016	0
Library Projects	0	23,828	0
Growing Smarter Planning Grant	0	4,348	0
GOHS - DUI Task Force	69,000	69,722	0
Ft McDowell Yavapai Nation Project Re	0	155,539	0
First Things First	0	33,582	0
Caregiver Forum	0	100,177	0
APS Bill Assistance Grant	0	1,006	0
2007 UASI GRANTS	0	29,405	0
Tohono O-Odham Monument Hill Grant	0	36,304	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
Other Grants			
Edward Byrne Memorial JAG	5,700	6,883	0
Police - Victims' Rights Program	0	15,217	0
Traffic Engineering	0	81,184	0
Victims' Activities - Privately Funded	0	7,377	0
Police--Bullet Proof Vests	0	18,205	0
Volunteer Fireman's Pension			
Volunteer Fireman's Pension	2,000	256	300
Total Special Revenue	\$22,673,000	\$17,781,179	\$24,847,700
Debt Service			
General Obligation Bonds	30,000	487,767	655,000
Park Issue	450,000	0	489,580
0.5% Dedicated Sales Tax	25,000	2,124	2,500
Dysart Road M.D.C.	200	16	200
Hwy User's Bonds '85/91/98	0	141	150
Total Debt Service	\$505,200	\$490,048	\$1,147,430
Capital Projects			
Street Construction			
IGAs Other Cities & Towns	0	415,369	514,500
One-Time Cost Sharing	0	0	240,000
Development Fees	562,500	165,000	187,500
Interest	45,000	10,280	10,000
State Grants	2,660,000	2,660,000	0
Other Revenue	0	4,178	0
Police Development			
Development Fees	103,200	47,457	34,400
Interest	500	1,428	1,300
State Grants	0	107,781	0
Parkland			
Development Fees	750,300	39,871	125,050
Interest	23,000	3,785	4,800
Library Development			
Development Fees	103,800	5,516	17,300
Interest	290	0	0
Other Capital			
Federal Grants	2,000,000	0	2,400,000
Landscaping Landfill Remediation	0	21,077	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
General Government Development			
Development Fees	278,700	41,999	92,900
Interest	23,000	2,136	17,600
Fire Dept. Development			
Development Fees	298,800	38,695	99,600
Interest	2,600	496	0
Vehicle Replacement			
Interest	0	5,290	7,200
Sale of Assets	0	9,753	0
Technology Replacement Fund			
Interest	260	310	1,200
Total Capital Projects	\$6,851,950	\$3,580,423	\$3,753,350
Enterprise			
Water Fund			
Water Sales	11,652,210	10,937,908	11,266,050
Development Fees	1,575,300	253,423	778,520
Interest	167,400	26,345	79,490
Other Revenue	172,590	83,236	52,030
Meter Fees	63,860	13,188	13,190
Fines & Forfeitures	5,750	5,290	5,290
Sewer Fees	20,000	0	0
Wastewater Fund			
Sewer Fees	7,213,420	7,412,511	7,435,100
Development Fees	1,647,900	258,696	808,000
Interest	121,900	4,887	5,920
Sanitation Fund			
Refuse Collection	4,726,580	4,812,888	4,904,600
Federal Grants	90,160	167,436	167,440
Development Fees	91,200	4,459	19,660
Other Permits	3,000	9,510	9,510
Interest	10,700	5,373	6,500
Other Revenue	50	6,284	6,280
Total Enterprise	\$27,562,020	\$24,001,434	\$25,557,580
Internal Service			
Printer - Copier Service			
Internal Charges for Service	158,360	160,650	196,010
Interest	240	296	350

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
Risk Management			
Internal Charges for Service	1,258,700	1,258,700	1,425,340
Interest	1,590	2,579	2,200
Other Revenue	0	1,883	0
Fleet Services Management			
Internal Charges for Service	2,159,440	2,025,900	1,992,800
Other Revenue	240	369	0
Total Internal Service	\$3,578,570	\$3,450,376	\$3,616,700
Total All Funds	\$99,501,010	\$87,185,742	\$98,383,680

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Fiscal Year 2012

FUND	Other Financing 2012		Interfund Transfers 2012	
	Sources	<Uses>	In	Out
General Fund				
General Fund	30,000		0	2,656,580
Total General Fund	\$30,000		\$0	\$2,656,580
Special Revenue				
Public Safety Dedicated Sales Tax	0		0	132,900
CDBG	0		0	200,000
0.5% Dedicated Sales Tax	0		0	5,709,950
Regional Family Advocacy	0		250,780	4,980
Voca Crime Victim Advocate	0		11,000	
Transit Fund	0		0	1,040
Other Grants	0		25,600	
Home Grant	0		35,200	
Highway User Revenue Fund	0		0	635,040
Public Arts Fund	0		25,000	
Total Special Revenue	\$0		\$347,580	\$6,683,910
Debt Service				
Hwy User's Bonds '85/91/98	0		400,000	
0.5% Dedicated Sales Tax	0		5,461,750	
Dysart Road M.D.C.	0		645,000	
Park Issue	0		973,750	
Total Debt Service	\$0		\$7,480,500	
Capital Projects				
Street Construction	0		600,000	
Police Development	0		0	117,100
Library Development	0		300,000	208,400
General Government Development	0		0	732,900
Improvement Districts	25,000,000		0	
Vehicle Replacement	0		956,490	
Equipment Replacement Fund	0		547,780	
Fire Dept. Development	0		125,000	93,400
Total Capital Projects	\$25,000,000		\$2,529,270	\$1,151,800
Enterprise				
Water Operations	0		0	1,942,760
Sewer Operations	0		0	3,614,430
Sewer Development	0		3,650,000	
Water Development	0		1,750,000	
Sanitation	0		0	382,910
Water Equipment Replacement	0		192,760	
Sewer Equipment Replacement	0		114,430	
Sanitation Equipment Replacement	0		382,910	

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Fiscal Year 2012

FUND	Other Financing 2012		Interfund Transfers 2012	
	Sources	<Uses>	In	Out
Total Enterprise	\$0		\$6,090,100	\$5,940,100
Internal Service				
Fleet Services Fund	0		0	11,450
Risk Management Fund	0		0	3,610
Total Internal Service	\$0		\$0	\$15,060
Total All Funds	\$25,030,000		\$16,447,450	\$16,447,450

CITY OF AVONDALE

Exhibit A

**Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2012**

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
General Fund				
General Government	13,148,430	-376,296	11,461,406	12,911,100
Public Safety	17,996,550	-505	17,981,740	18,380,840
Health and Welfare	1,543,490	-16,280	1,423,082	1,547,440
Economic and Community Development	3,934,530	-173,935	3,185,860	3,932,060
Culture and Recreation	4,128,850	-32,984	2,987,406	4,168,020
Debt Service	366,910	0	366,910	366,910
Capital Outlay	36,870	3,100,000	3,262,468	6,870
Total General Fund	\$41,155,630	\$2,500,000	\$40,668,872	\$41,313,240
Special Revenue				
Special Revenue	17,896,380	-286,851	15,738,313	20,077,000
Total Special Revenue	\$17,896,380	(\$286,851)	\$15,738,313	\$20,077,000
Debt Service				
Debt Service	13,500,430	0	13,131,910	12,854,200
Total Debt Service	\$13,500,430	\$0	\$13,131,910	\$12,854,200
Capital Projects				
Capital Projects	70,606,970	-2,500,000	23,494,881	46,219,290
Total Capital Projects	\$70,606,970	(\$2,500,000)	\$23,494,881	\$46,219,290
Enterprise				
Sanitation	3,811,800	0	3,651,112	3,950,780
Sanitation Development	39,600	0	39,600	0
Sanitation Equipment Replacement	377,950	0	367,650	685,500
Sewer Operations	7,655,980	0	7,683,796	8,067,490
Sewer Development	3,000,000	0	1,861,427	4,550,000
Sewer Equipment Replacement	128,920	0	128,920	48,100
Water Operations	10,888,370	0	9,938,880	10,861,690
Water Development	12,780,000	0	4,522,667	10,270,800
Water Equipment Replacement	91,520	0	91,520	120,920
Total Enterprise	\$38,774,140	\$0	\$28,285,572	\$38,555,280
Internal Service				
Fleet Services Fund	1,980,850	0	1,978,993	2,146,150
Printer - Copier Service Fund	287,730	0	287,730	307,000
Risk Management Fund	1,678,730	0	1,450,387	1,682,650
Total Internal Service	\$3,947,310	\$0	\$3,717,110	\$4,135,800

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2012

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
Total All Funds	\$185,880,860	(\$286,851)	\$125,036,658	\$163,154,810

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses

Fiscal Year 2012

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
City Council				
General Fund	231,030	-3,965	168,186	237,520
Total City Council	\$231,030	(\$3,965)	\$168,186	\$237,520
City Administration				
Risk Management Fund	1,678,730	0	1,450,387	1,682,650
General Fund	1,309,640	0	1,256,868	1,350,830
Public Arts Fund	91,220	-5,598	65	111,050
Other Grants	25,480	0	25,480	25,000
ARRA Fund	0	683,313	658,770	0
Total City Administration	\$3,105,070	\$677,715	\$3,391,570	\$3,169,530
Information Technology				
General Fund	1,653,550	0	1,407,190	1,856,430
Total Information Technology	\$1,653,550	\$0	\$1,407,190	\$1,856,430
Community Relations				
Transit Fund	720,200	0	617,834	2,072,120
General Fund	505,160	-336	439,708	573,970
Total Community Relations	\$1,225,360	(\$336)	\$1,057,542	\$2,646,090
Non-Departmental				
Other Grants	5,000,000	-2,245,492	2,700,000	5,000,000
General Fund	5,172,360	2,694,848	7,099,548	4,522,360
Printer - Copier Service Fund	287,730	0	287,730	307,000
Highway User Revenue Fund	250,000	-29,934	0	250,000
Public Arts Fund	0	5,598	0	5,990
0.5% Dedicated Sales Tax	7,500	0	4,500	4,000
Total Non-Departmental	\$10,717,590	\$425,020	\$10,091,778	\$10,089,350
Finance & Budget				
General Fund	1,313,450	0	1,279,143	1,405,720
Total Finance & Budget	\$1,313,450	\$0	\$1,279,143	\$1,405,720
Human Resources				
General Fund	898,570	0	1,059,729	921,880
Total Human Resources	\$898,570	\$0	\$1,059,729	\$921,880
Development Services & Engineering				
General Fund	2,923,900	0	2,628,497	2,951,550
Highway User Revenue Fund	2,048,590	-30,066	1,729,231	2,050,970

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Department of Expenditures/Expenses
Fiscal Year 2012

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
Development Services & Engineering				
Other Grants	0	3,000	19,225	0
Total Development Services & Engineering	\$4,972,490	(\$27,066)	\$4,376,953	\$5,002,520
City Clerk				
General Fund	280,900	0	286,375	289,830
Total City Clerk	\$280,900	\$0	\$286,375	\$289,830
Police				
General Fund	12,671,700	-505	12,665,965	12,798,210
Public Safety Dedicated Sales Tax	2,863,290	0	2,859,204	2,830,440
Regional Family Advocacy	778,140	0	760,968	793,600
ARRA Fund	353,250	191,788	412,079	336,520
Voca Crime Victim Advocate	59,460	0	57,884	61,500
Other Grants	111,200	117,461	231,809	0
Co. R.I.C.O. w/Maricopa Atty	0	183,958	184,058	0
Total Police	\$16,837,040	\$492,702	\$17,171,967	\$16,820,270
City Court				
General Fund	927,290	-163	798,960	939,890
Public Safety Dedicated Sales Tax	222,860	0	202,224	230,750
Court Payments	239,700	0	154,036	205,930
Total City Court	\$1,389,850	(\$163)	\$1,155,220	\$1,376,570
Fire				
General Fund	5,444,400	0	5,437,793	5,672,180
Public Safety Dedicated Sales Tax	1,641,580	0	1,607,122	1,984,080
Volunteer Fireman's Pension	5,000	0	7,288	5,000
ARRA Fund	0	62,250	0	0
Other Grants	0	26,753	24,017	0
Total Fire	\$7,090,980	\$89,003	\$7,076,220	\$7,661,260
Economic Development				
General Fund	1,010,630	-173,935	557,363	980,510
Total Economic Development	\$1,010,630	(\$173,935)	\$557,363	\$980,510
Parks, Recreation & Libraries				
General Fund	5,299,110	-15,944	4,153,973	5,397,990
Senior Nutrition	254,520	60,179	293,854	270,340
Other Grants	0	25,000	0	0

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses

Fiscal Year 2012

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
Parks, Recreation & Libraries				
Library Projects	0	16,441	15,951	0
Total Parks, Recreation & Libraries	\$5,553,630	\$85,676	\$4,463,778	\$5,668,330
Neighborhood & Family Services				
General Fund	1,456,760	0	1,357,068	1,397,580
Other Grants	700,000	560,257	567,415	1,257,780
CDBG	594,050	7,770	583,365	542,250
Home Grant	329,990	20,471	464,337	466,380
Community Action Program	131,940	0	177,897	168,380
Total Neighborhood & Family Services	\$3,212,740	\$588,498	\$3,150,082	\$3,832,370
Public Works				
Water Operations	10,888,370	0	9,938,880	10,861,690
Water Development	12,780,000	0	4,522,667	10,270,800
Sewer Operations	7,655,980	0	7,683,796	8,067,490
Sewer Development	3,000,000	0	1,861,427	4,550,000
Sanitation	3,811,800	0	3,651,112	3,950,780
Fleet Services Fund	1,980,850	0	1,978,993	2,146,150
Highway User Revenue Fund	1,468,410	60,000	1,379,700	1,404,920
Sanitation Equipment Replacement	377,950	0	367,650	685,500
Water Equipment Replacement	91,520	0	91,520	120,920
Sewer Equipment Replacement	128,920	0	128,920	48,100
General Fund	57,180	0	72,506	16,790
Sanitation Development	39,600	0	39,600	0
Total Public Works	\$42,280,580	\$60,000	\$31,716,771	\$42,123,140
Debt Service				
0.5% Dedicated Sales Tax	5,454,180	0	5,453,479	5,452,530
General Obligation Bonds	5,453,540	0	5,447,150	4,904,070
Park Issue	1,455,210	0	1,447,710	1,441,580
Dysart Road M.D.C.	721,650	0	423,149	641,140
Hwy User's Bonds '85/91/98	415,850	0	360,422	414,880
Total Debt Service	\$13,500,430	\$0	\$13,131,910	\$12,854,200
Capital Projects				
Improvement Districts	23,000,000	-3,100,000	0	25,000,000
Street Construction	22,105,000	0	7,615,018	13,144,520

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses
Fiscal Year 2012

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
Capital Projects				
Parkland	17,100,000	600,000	10,625,739	3,650,000
Transit Capital Projects	2,400,000	0	0	2,400,000
Equipment Replacement Fund	1,053,720	0	1,059,957	1,377,770
Vehicle Replacement	1,596,250	0	1,596,250	570,000
Fire Dept. Development	1,152,000	0	794,922	77,000
Police Development	2,200,000	0	1,802,995	0
Total Capital Projects	\$70,606,970	(\$2,500,000)	\$23,494,881	\$46,219,290
Total All Funds	\$185,880,860	(\$286,851)	\$125,036,658	\$163,154,810

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>City Administration</u>				
Assistant City Manager	2.00	2.00	2.00	2.00
City Manager	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	0.00
Senior Executive Assistant	1.00	1.00	1.00	1.00
Total City Administration	5.00	5.00	5.00	4.00
<u>Grants Administration</u>				
Grants Administrator	1.00	1.00	1.00	1.00
Management Technician	0.00	0.00	1.00	1.00
Total Grants Administration	1.00	1.00	2.00	2.00
<u>Information Technology</u>				
Development Services Technician	0.00	0.00	1.00	0.00
Information Technology Director	1.00	1.00	1.00	1.00
IT Administrator Unix/Windows	1.00	1.00	1.00	0.00
IT Application Developer	1.00	1.00	2.00	0.00
IT Applications Development Manager	0.00	0.00	1.00	0.00
IT Applications Manager	0.00	1.00	0.00	0.00
IT Assistant Director	1.00	1.00	1.00	0.00
IT Desktop Technician I	1.00	1.00	1.00	0.00
IT Desktop Technician II	2.00	1.00	2.00	0.00
IT Help Desk Supervisor	1.00	0.00	0.00	0.00
IT Systems Administrator	1.00	1.20	1.20	0.00
IT Systems Analyst	1.00	1.00	1.00	0.00
Network Engineer	1.00	1.00	1.00	0.00
Total Information Technology	11.00	10.20	13.20	1.00
<u>IT Network</u>				
IT Administrator Unix/Windows	0.00	0.00	0.00	1.00
IT Assistant Director	0.00	0.00	0.00	1.00
IT Systems Administrator	0.00	0.00	0.00	1.20
Network Engineer	0.00	0.00	0.00	1.00
Total IT Network	0.00	0.00	0.00	4.20
<u>IT Applications</u>				
IT Application & Business Analyst	0.00	0.00	0.00	1.00
IT Application Developer	0.00	0.00	0.00	2.00
IT Applications Development Manager	0.00	0.00	0.00	1.00
IT Systems Analyst	0.00	0.00	0.00	1.00
Total IT Applications	0.00	0.00	0.00	5.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Information Technology</u>				
IT Helpdesk				
IT Desktop Technician I	0.00	0.00	0.00	1.00
IT Desktop Technician II	0.00	0.00	0.00	2.00
Total IT Helpdesk	0.00	0.00	0.00	3.00
<u>Community Relations</u>				
Public Information Office				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Assistant to the Mayor and Council	1.00	1.00	1.00	0.00
Community Relations Director	1.00	1.00	1.00	1.00
Executive Assistant to the Mayor and Council	0.00	0.00	0.00	1.00
Public Information Officer	1.00	1.00	1.00	1.00
Total Public Information Office	4.00	4.00	4.00	4.00
Intergovernmental Affairs				
Intergovernmental Affairs Manager	1.00	1.00	1.00	1.00
Total Intergovernmental Affairs	1.00	1.00	1.00	1.00
Total Community Relations	5.00	5.00	5.00	5.00
<u>Field Operations</u>				
Field Operations Administration				
Administrative Secretary	1.00	1.00	0.00	0.00
Field Operations Assistant Director	1.00	1.00	0.00	0.00
Field Operations Director	1.00	1.00	0.00	0.00
Fleet Services Coordinator	1.00	1.00	0.00	0.00
Total Field Operations Administration	4.00	4.00	0.00	0.00
Total Field Operations	4.00	4.00	0.00	0.00
<u>Development Services</u>				
Planning				
Development Services Representative	0.00	1.00	0.00	0.00
Development Services Technician	1.00	0.00	0.00	0.00
Planner I	2.00	1.00	0.00	0.00
Planner II	2.00	2.00	0.00	0.00
Planning Manager	1.00	1.00	0.00	0.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
Senior Planner	1.00	1.00	0.00	0.00
Zoning Specialist	1.00	1.00	0.00	0.00
Total Planning	9.00	7.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Development Services</u>				
Building Services				
Building Inspector	4.00	3.00	0.00	0.00
Chief Building Official	1.00	1.00	0.00	0.00
Fire Inspector II	0.00	1.00	0.00	0.00
Plans Examiner	1.00	1.00	0.00	0.00
Senior Plans Examiner	1.00	1.00	0.00	0.00
Total Building Services	7.00	7.00	0.00	0.00
Development Services Center				
Development Services Representative	2.00	1.00	0.00	0.00
Development Services Supervisor	1.00	1.00	0.00	0.00
Development Services Technician	1.00	2.00	0.00	0.00
Total Development Services Center	4.00	4.00	0.00	0.00
Engineering Plan Review				
Engineering Plan Review Manager	1.00	1.00	0.00	0.00
Engineering Technician II	1.00	1.00	0.00	0.00
Plans Review Engineer	1.00	1.00	0.00	0.00
Total Engineering Plan Review	3.00	3.00	0.00	0.00
Development Svcs Administration				
Administrative Secretary	1.00	1.00	0.00	0.00
Development Services Director	1.00	1.00	0.00	0.00
Total Development Svcs Administratio	2.00	2.00	0.00	0.00
Total Development Services	25.00	23.00	0.00	0.00
<u>Finance & Budget</u>				
Financial Services				
Accountant	3.00	2.00	2.00	2.00
Accounting Manager	1.00	1.00	0.00	0.00
Accounting Supervisor	0.00	0.00	1.00	1.00
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Controller	1.00	1.00	1.00	1.00
Finance & Budget Director	1.00	1.00	1.00	1.00
Privilege Tax Auditor	2.00	1.00	2.00	2.00
Revenue Collector	1.00	1.00	1.00	1.00
Senior Account Clerk	5.50	5.50	5.50	5.50
Total Financial Services	15.50	13.50	14.50	14.50

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Finance & Budget</u>				
<u>Water Billing</u>				
Customer Service Manager	1.00	1.00	1.00	1.00
Customer Service Supervisor	1.00	1.00	1.00	1.00
Senior Account Clerk	7.00	7.00	7.00	8.00
Utility Customer Service Worker	1.00	1.00	1.00	0.00
Total Water Billing	10.00	10.00	10.00	10.00
<u>Budget and Research</u>				
Budget Analyst	2.00	2.00	2.00	2.00
Finance & Budget Assistant Director	1.00	1.00	1.00	1.00
Procurement Officer	1.00	1.00	1.00	1.00
Total Budget and Research	4.00	4.00	4.00	4.00
Total Finance & Budget	29.50	27.50	28.50	28.50
<u>Human Resources</u>				
Benefits Administrator	1.00	1.00	1.00	1.00
HR Assistant Director	1.00	1.00	1.00	1.00
Human Resources Analyst	1.00	1.00	1.00	1.00
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Technician	2.00	2.00	2.00	2.00
Senior HR Analyst	1.00	1.00	1.00	1.00
Total Human Resources	7.00	7.00	7.00	7.00
<u>Development Services & Engineering</u>				
<u>Planning</u>				
Administrative Assistant	0.00	0.00	1.00	1.00
Development Services Representative	0.00	0.00	1.00	1.00
Planner I	0.00	0.00	1.00	1.00
Planner II	0.00	0.00	2.00	2.00
Planning Manager	0.00	0.00	1.00	1.00
Zoning Specialist	0.00	0.00	1.00	1.00
Total Planning	0.00	0.00	7.00	7.00
<u>Building Services</u>				
Building Inspector	0.00	0.00	3.00	3.00
Chief Building Official	0.00	0.00	1.00	1.00
Fire Inspector II	0.00	0.00	1.00	1.00
Plans Examiner	0.00	0.00	1.00	1.00
Senior Plans Examiner	0.00	0.00	1.00	1.00
Total Building Services	0.00	0.00	7.00	7.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Development Services & Engineering</u>				
<u>Engineering</u>				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
City Engineer	1.00	1.00	1.00	1.00
Construction Project Manager	1.00	1.00	1.00	1.00
Engineering Inspector	4.00	3.00	2.00	1.00
Engineering Project Manager	2.00	2.00	2.00	2.00
Engineering Technician II	0.00	0.00	1.00	1.00
GIS Manager	0.00	0.00	1.00	0.00
Land Services Manager	0.00	0.00	0.00	1.00
Management Assistant	1.00	1.00	1.00	1.00
Plans Review Engineer	0.00	0.00	1.00	0.00
Senior Engineering Project Manager	1.00	1.00	1.00	1.00
Total Engineering	11.00	10.00	12.00	10.00
<u>Traffic Engineering</u>				
Traffic Engineer	1.00	0.00	0.00	0.00
Total Traffic Engineering	1.00	0.00	0.00	0.00
<i>Total Development Services & Engineering</i>	12.00	10.00	26.00	24.00
<u>City Clerk</u>				
City Clerk	1.00	1.00	1.00	1.00
City Clerk Assistant II	0.00	1.00	1.00	2.00
Records Management Clerk	1.00	1.00	1.00	0.00
Senior Administrative Clerk	3.00	2.00	2.00	2.00
Total City Clerk	5.00	5.00	5.00	5.00
<u>Police</u>				
<u>Police - Administration</u>				
Administrative Assistant to the Police Chief	1.00	1.00	1.00	1.00
Assistant Police Chief	1.00	1.00	1.00	2.00
Internal Affairs Investigator	0.00	1.00	1.00	1.00
Police Chief	1.00	1.00	1.00	1.00
Police Crime Analyst	1.00	1.00	1.00	1.00
Senior Management Assistant	1.00	1.00	1.00	1.00
Total Police - Administration	5.00	6.00	6.00	7.00
<u>Police - Community Services</u>				
Community Service Supervisor	1.00	1.00	1.00	1.00
Senior Administrative Clerk	1.00	1.00	1.00	1.00
Total Police - Community Services	2.00	2.00	2.00	2.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
Police				
Police - Patrol Support				
Animal Control Officer	1.50	2.00	2.00	2.00
Park Ranger	3.00	2.00	2.00	2.00
Police Sergeant	1.00	1.00	1.00	1.00
Total Police - Patrol Support	5.50	5.00	5.00	5.00
Police - Professional Standards Bureau				
Background Investigator	1.00	1.00	0.00	0.00
Professional Standard Bureau Supervisor	1.00	1.00	0.00	0.00
Senior Administrative Clerk	1.00	1.00	0.00	0.00
Total Police - Professional Standards B	3.00	3.00	0.00	0.00
Police - Communications				
CAD-RMS Applications Administrator	1.00	1.00	1.00	1.00
Communications Manager	1.00	0.00	0.00	0.00
Communications Supervisor	3.00	3.00	3.00	3.00
Public Safety Dispatcher	12.00	14.00	14.00	14.00
Total Police - Communications	17.00	18.00	18.00	18.00
Police - Records				
Police Records Clerk	2.00	3.00	3.00	3.00
Police Records Supervisor	0.00	1.00	0.00	0.00
Total Police - Records	2.00	4.00	3.00	3.00
Police - Traffic				
Police Traffic Program Coordinator	1.00	2.00	1.00	1.00
Total Police - Traffic	1.00	2.00	1.00	1.00
Police - Detention Services				
Detention Officer	3.00	3.00	3.00	4.00
Detention Supervisor	2.00	2.00	2.00	2.00
Total Police - Detention Services	5.00	5.00	5.00	6.00
Police - Patrol				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Police Lieutenant	2.00	3.00	3.00	3.00
Police Officer	46.00	46.00	46.00	46.00
Police Sergeant	11.00	10.00	10.00	10.00
Volunteer Coordinator	1.00	1.00	1.00	1.00
Total Police - Patrol	61.00	61.00	61.00	61.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Police</u>				
Police - Investigations				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Identification Technician	1.00	1.00	1.00	1.00
Investigations Support Officer	1.00	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00	1.00
Police Officer	11.00	11.00	12.00	12.00
Police Sergeant	3.00	4.00	4.00	4.00
Property & Evidence Custodian	2.00	2.00	2.00	2.00
Total Police - Investigations	20.00	21.00	22.00	22.00
Police - Tolleson Animal Control				
Animal Control Officer	0.50	0.00	0.00	0.00
Total Police - Tolleson Animal Control	0.50	0.00	0.00	0.00
Police - Avondale SRO				
Police Officer	1.00	1.00	1.00	0.00
Total Police - Avondale SRO	1.00	1.00	1.00	0.00
Police - Agua Fria SRO				
Police Officer	1.00	1.00	1.00	1.00
Total Police - Agua Fria SRO	1.00	1.00	1.00	1.00
Police - Tolleson Union SRO				
Police Officer	2.00	2.00	2.00	2.00
Total Police - Tolleson Union SRO	2.00	2.00	2.00	2.00
Police - GIITEM				
Police Officer	0.00	1.00	1.00	1.00
Total Police - GIITEM	0.00	1.00	1.00	1.00
Total Police	126.00	132.00	128.00	129.00
<u>City Court</u>				
Court				
Court Clerk I	2.00	3.00	3.00	3.00
Court Clerk II	2.00	2.00	2.00	1.00
Court Clerk III	3.00	3.00	3.00	3.00
Court Supervisor	1.00	1.00	1.00	1.00
Municipal Judge	1.00	1.00	1.00	1.00
Senior Court Clerk	0.00	0.00	0.00	1.00
Total Court	9.00	10.00	10.00	10.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>City Court</u>				
Court Security				
Court Security Officer	1.00	0.20	0.20	0.20
Total Court Security	1.00	0.20	0.20	0.20
Total City Court	10.00	10.20	10.20	10.20
<u>Fire</u>				
Fire - Community Services				
Assistant Fire Marshall	1.00	0.00	0.00	0.00
Emergency Management Coordinator	1.00	1.00	1.00	1.00
Fire Inspector I	0.00	1.00	1.00	1.00
Fire Inspector II	2.00	1.00	1.00	1.00
Fire Marshall	0.00	1.00	1.00	1.00
Fire Plans Examiner	1.00	0.00	0.00	0.00
Public Education Specialist	1.00	1.00	1.00	1.00
Total Fire - Community Services	6.00	5.00	5.00	5.00
Fire - Administration				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Deputy Fire Chief	0.00	0.00	0.00	2.00
Fire Captain	0.00	0.00	0.00	1.00
Fire Chief	1.00	1.00	1.00	1.00
Total Fire - Administration	2.00	2.00	2.00	5.00
Fire - Professional Development				
Fire Division Chief/Training Officer	0.00	1.00	1.00	0.00
Total Fire - Professional Development	0.00	1.00	1.00	0.00
Fire - Intervention Services				
Battalion Chief	1.00	2.00	2.00	2.00
Division Chief	1.00	0.00	0.00	0.00
Fire Captain	9.00	9.00	10.00	10.00
Fire Engineer	8.00	8.00	8.00	8.00
Firefighter	14.00	14.00	13.00	13.00
Total Fire - Intervention Services	33.00	33.00	33.00	33.00
Total Fire	41.00	41.00	41.00	43.00
<u>Economic Development</u>				
City Center Business Development Specialist	0.00	0.00	1.00	1.00
Economic Development Analyst	1.00	1.00	1.00	1.00
Economic Development Director	1.00	0.00	1.00	1.00
Revitalization Project Manager	1.00	0.00	0.00	0.00
Total Economic Development	3.00	1.00	3.00	3.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Economic Development</u>				
<u>Parks, Recreation & Libraries</u>				
Grounds Maintenance				
Parks Supervisor	1.00	0.00	0.00	0.00
Senior Maintenance Worker	6.00	0.00	0.00	0.00
Total Grounds Maintenance	7.00	0.00	0.00	0.00
Building Maintenance				
Building Maintenance Worker	1.00	1.00	1.00	1.00
Craftsperson	1.00	1.00	1.00	1.00
Custodian	3.00	3.00	0.00	0.00
Facilities Manager	1.00	1.00	1.00	1.00
Facilities Work Coordinator	1.00	1.00	0.00	0.00
Total Building Maintenance	7.00	7.00	3.00	3.00
Congregate Meals				
Senior Administrative Clerk	0.10	0.10	0.10	0.10
Total Congregate Meals	0.10	0.10	0.10	0.10
Home Delivered Meals				
Kitchen Assistant	0.50	0.50	0.50	0.50
Senior Administrative Clerk	0.80	0.80	0.80	0.80
Total Home Delivered Meals	1.30	1.30	1.30	1.30
MCSO				
Senior Administrative Clerk	0.10	0.10	0.10	0.10
Total MCSO	0.10	0.10	0.10	0.10
PRL Administration				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Customer Service Assistant	5.00	5.00	5.00	5.00
Parks, Recreation & Libraries Assistant Director	1.00	1.00	0.00	0.00
Parks, Recreation & Libraries Services Director	1.00	1.00	1.00	1.00
Total PRL Administration	8.00	8.00	7.00	7.00
Library - Sam Garcia				
Librarian	1.00	1.00	1.00	2.00
Library Administrative Services Coordinator	1.00	1.00	0.00	0.00
Library Assistant	4.00	4.00	3.00	3.50
Library Manager	1.00	1.00	0.00	0.00
Library Monitor	0.00	0.50	0.00	0.00
Library Page	0.00	0.50	1.00	1.00
Total Library - Sam Garcia	7.00	8.00	5.00	6.50

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Parks, Recreation & Libraries</u>				
Library - Civic Center				
Associate Librarian	2.00	0.00	0.00	0.00
IT Desktop Technician II	0.00	1.00	0.00	0.00
Librarian	3.00	3.00	3.00	2.00
Library Assistant	2.50	4.00	4.00	3.50
Library IT Support Specialist	1.00	0.00	0.00	0.00
Library Manager	0.00	1.00	1.00	0.00
Library Monitor	0.00	0.50	0.50	0.50
Library Page	2.50	1.50	1.50	1.50
Library Supervisor	1.00	1.00	1.00	0.00
Total Library - Civic Center	12.00	12.00	11.00	7.50
Library Administration				
Library Manager	0.00	0.00	0.00	1.00
Library Supervisor	0.00	0.00	0.00	1.00
Total Library Administration	0.00	0.00	0.00	2.00
Recreation				
Recreation Coordinator	4.00	3.00	3.00	3.00
Total Recreation	4.00	3.00	3.00	3.00
Total Parks, Recreation & Libraries	46.50	39.50	30.50	30.50
<u>Neighborhood & Family Services</u>				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Neighborhood & Family Services Director	1.00	1.00	1.00	1.00
Revitalization Project Manager	0.00	1.00	1.00	1.00
Youth Development Coordinator	1.00	1.00	1.00	1.00
Total Neighborhood & Family Services	3.00	4.00	4.00	4.00
Social Services				
Community Outreach Specialist	1.00	1.00	1.00	0.53
Community Relations Specialist	1.00	1.00	0.00	0.00
Social Services Manager	1.00	1.00	1.00	1.00
Total Social Services	3.00	3.00	2.00	1.53
Code Enforcement				
Administrative Secretary	1.00	0.00	0.00	0.00
Code Compliance Manager	1.00	1.00	1.00	1.00
Code Compliance Specialist	1.00	1.00	1.00	1.00
Code Enforcement Officer	4.00	4.00	4.00	4.00
Neighborhood Preservation Tech	1.00	1.00	1.00	1.00
Total Code Enforcement	8.00	7.00	7.00	7.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Neighborhood & Family Services</u>				
<u>Public Works</u>				
Field Operations Administration				
Administrative Assistant	0.00	0.00	1.00	1.00
Field Operations Assistant Director	0.00	0.00	1.00	1.00
Fleet Services Coordinator	0.00	0.00	1.00	1.00
Water Resources Director	0.00	0.00	0.25	0.25
Total Field Operations Administration	0.00	0.00	3.25	3.25
Total Public Works	0.00	0.00	3.25	3.25
Total General Fund	345.00	335.40	320.65	320.18
Special Revenue				
201 Highway User Revenue Fund				
<u>Field Operations</u>				
Streets				
Equipment Operator	5.00	5.00	0.00	0.00
Maintenance Worker	5.00	3.00	0.00	0.00
Pavement Management Technician	1.00	0.00	0.00	0.00
Senior Equipment Operator	2.00	1.00	0.00	0.00
Street Maintenance Supervisor	1.00	1.00	0.00	0.00
Total Streets	14.00	10.00	0.00	0.00
Total Field Operations	14.00	10.00	0.00	0.00
<u>Development Services & Engineering</u>				
Engineering				
Pavement Management Technician	0.00	1.00	1.00	1.00
Total Engineering	0.00	1.00	1.00	1.00
Traffic Engineering				
Assistant Traffic Engineer	1.00	1.00	1.00	1.00
Signal Technician	1.00	1.00	1.00	1.00
Streetlight Technician	2.00	2.00	2.00	2.00
Traffic Operations Supervisor	1.00	1.00	1.00	1.00
Traffic Operations Technician	2.00	2.00	2.00	2.00
Total Traffic Engineering	7.00	7.00	7.00	7.00
Total Development Services & Engineering	7.00	8.00	8.00	8.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
201 Highway User Revenue Fund				
<u>Public Works</u>				
Streets				
Equipment Operator	0.00	0.00	5.00	5.00
Field Operations Crew Leader	0.00	0.00	1.00	1.00
Maintenance Worker	0.00	0.00	2.00	2.00
Street Maintenance Supervisor	0.00	0.00	1.00	1.00
Total Streets	0.00	0.00	9.00	9.00
Total Public Works	0.00	0.00	9.00	9.00
202 Senior Nutrition				
<u>Parks, Recreation & Libraries</u>				
Congregate Meals				
Cook	1.50	1.50	1.00	0.80
Recreation Specialist	0.25	0.00	0.00	0.00
Senior Center Aide	0.75	0.75	0.75	0.75
Total Congregate Meals	2.50	2.25	1.75	1.55
Home Delivered Meals				
Cook	0.50	0.50	1.00	1.20
HDM Driver	1.00	1.00	0.50	0.50
Total Home Delivered Meals	1.50	1.50	1.50	1.70
MCSO				
Recreation Specialist	0.75	0.00	0.00	0.00
Senior Center Aide	0.25	0.25	0.25	0.25
Total MCSO	1.00	0.25	0.25	0.25
Total Parks, Recreation & Libraries	5.00	4.00	3.50	3.50
203 Community Action Program				
<u>Neighborhood & Family Services</u>				
Community Action Program				
Community Outreach Specialist	0.00	0.00	0.00	0.47
Neighborhood Outreach Coordinator	1.00	0.00	0.00	0.00
Social Services Coordinator	2.00	2.00	2.00	2.00
Total Community Action Program	3.00	2.00	2.00	2.47
Total Neighborhood & Family Services	3.00	2.00	2.00	2.47
205 Home Grant				
<u>Neighborhood & Family Services</u>				
CDBG Program Manager	0.00	0.00	0.07	0.00
Total Neighborhood & Family Services	0.00	0.00	0.07	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
209 Other Grants				
<u>Neighborhood & Family Services</u>				
NSP3				
CDBG Program Manager	0.00	0.00	0.00	0.22
Total NSP3	0.00	0.00	0.00	0.22
NSP Home Buyer Assistance Grant				
CDBG Program Manager	0.00	0.30	0.00	0.10
Total NSP Home Buyer Assistance Gran	0.00	0.30	0.00	0.10
Total Neighborhood & Family Services	0.00	0.30	0.00	0.32
215 Transit Fund				
<u>City Administration</u>				
Transit Operations				
Management Assistant	1.00	0.00	0.00	0.00
Total Transit Operations	1.00	0.00	0.00	0.00
Total City Administration	1.00	0.00	0.00	0.00
<u>Community Relations</u>				
Transit Operations				
Management Assistant	0.00	1.00	1.00	1.00
Total Transit Operations	0.00	1.00	1.00	1.00
Total Community Relations	0.00	1.00	1.00	1.00
225 Voca Crime Victim Advocate				
<u>Police</u>				
Police - Victims' Rights Program				
Crime Victim Advocate	1.00	1.00	1.00	1.00
Total Police - Victims' Rights Program	1.00	1.00	1.00	1.00
Total Police	1.00	1.00	1.00	1.00
227 Court Payments				
<u>City Court</u>				
Court Security				
Court Security Officer	0.00	0.80	0.80	0.80
Total Court Security	0.00	0.80	0.80	0.80
Total City Court	0.00	0.80	0.80	0.80

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
229 Regional Family Advocacy				
<u>Police</u>				
Police - Family Advocacy Center				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
FAC Manager	1.00	1.00	1.00	1.00
IT Desktop Technician II	1.00	0.00	0.00	0.00
IT Systems Administrator	0.00	0.80	0.80	0.80
Total Police - Family Advocacy Center	3.00	2.80	2.80	2.80
Total Police	3.00	2.80	2.80	2.80
235 Public Safety Dedicated Sales Tax				
<u>Police</u>				
Police - Administration				
Internal Affairs Investigator	1.00	0.00	0.00	0.00
Total Police - Administration	1.00	0.00	0.00	0.00
Police - Communications				
Public Safety Dispatcher	2.00	0.00	0.00	0.00
Total Police - Communications	2.00	0.00	0.00	0.00
Police - Records				
Police Records Clerk	1.00	0.00	0.00	0.00
Police Records Supervisor	1.00	0.00	0.00	0.00
Total Police - Records	2.00	0.00	0.00	0.00
Police - Traffic				
Police Officer	5.00	5.00	5.00	5.00
Police Sergeant	1.00	1.00	1.00	1.00
Total Police - Traffic	6.00	6.00	6.00	6.00
Police - Detention Services				
Detention Officer	3.00	3.00	3.00	3.00
Total Police - Detention Services	3.00	3.00	3.00	3.00
Police - Patrol				
Community Service Officer	1.00	1.00	1.00	1.00
Police Lieutenant	2.00	2.00	2.00	2.00
Police Officer	16.00	16.00	16.00	16.00
Police Traffic Program Coordinator	1.00	0.00	0.00	0.00
Total Police - Patrol	20.00	19.00	19.00	19.00
Police - Investigations				
Police Officer	2.00	2.00	2.00	2.00
Total Police - Investigations	2.00	2.00	2.00	2.00
Total Police	36.00	30.00	30.00	30.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
235 Public Safety Dedicated Sales Tax				
<u>City Court</u>				
Court				
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk I	2.00	1.00	1.00	1.00
Court Collections Specialist	1.00	1.00	0.00	0.00
Total Court	4.00	3.00	2.00	2.00
Total City Court	4.00	3.00	2.00	2.00
<u>Fire</u>				
Fire - Community Services				
Fire Marshall/Division Chief	1.00	0.00	0.00	0.00
Total Fire - Community Services	1.00	0.00	0.00	0.00
Fire - Professional Development				
Training Officer/Division Chief	1.00	0.00	0.00	0.00
Total Fire - Professional Development	1.00	0.00	0.00	0.00
Fire - Intervention Services				
Battalion Chief	1.00	1.00	1.00	1.00
Fire Captain	4.00	4.00	3.00	3.00
Fire Engineer	3.00	3.00	4.00	4.00
Firefighter	9.00	9.00	8.00	8.00
Total Fire - Intervention Services	17.00	17.00	16.00	16.00
Total Fire	19.00	17.00	16.00	16.00
240 CDBG				
<u>Neighborhood & Family Services</u>				
CDBG Program Manager	1.00	0.70	0.93	0.68
Total Neighborhood & Family Services	1.00	0.70	0.93	0.68
247 ARRA Fund				
<u>Police</u>				
Police - COPS Hiring ARRA				
Police Officer	0.00	6.00	5.00	5.00
Total Police - COPS Hiring ARRA	0.00	6.00	5.00	5.00
Total Police	0.00	6.00	5.00	5.00
Total Special Revenue	94.00	86.60	82.10	82.57

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
Enterprise				
501 Water Operations				
<u>Water Resources</u>				
Water Distribution				
Cross Connection Control Specialist	1.00	0.00	0.00	0.00
Customer Service Technician	0.00	1.00	0.00	0.00
Customer Service Worker	0.00	2.00	0.00	0.00
Lead Water Resources Operator	0.00	1.00	0.00	0.00
Operation and Service Manager - Water Distribution	1.00	0.00	0.00	0.00
Preventative Maintenance Technician	1.00	1.00	0.00	0.00
Senior Utility Customer Service Worker	1.00	0.00	0.00	0.00
Senior Utility Operator	3.00	0.00	0.00	0.00
Senior Water Resources Operator	0.00	3.00	0.00	0.00
Utility Customer Service Worker	6.00	0.00	0.00	0.00
Utility Operator	7.00	0.00	0.00	0.00
Water / Well Production Supervisor	1.00	0.00	0.00	0.00
Water Distribution Supervisor	0.00	1.00	0.00	0.00
Water Quality Specialist	1.00	0.00	0.00	0.00
Water Resources Operator	0.00	6.00	0.00	0.00
Total Water Distribution	22.00	15.00	0.00	0.00
Water Administration				
Administrative Secretary	0.50	0.00	0.00	0.00
Senior Administrative Clerk	0.50	0.50	0.00	0.00
Water Operations Superintendent	1.00	1.00	0.00	0.00
Water Quality & Regulatory Compliance Manager	0.50	0.00	0.00	0.00
Water Resources Assistant Director	0.50	0.50	0.00	0.00
Water Resources Director	0.50	0.50	0.00	0.00
Water Resources Project Manager	1.00	0.50	0.00	0.00
Total Water Administration	4.50	3.00	0.00	0.00
GIS and Land Services				
GIS Analyst	1.00	1.00	0.00	0.00
GIS Manager	1.00	1.00	0.00	0.00
GIS/GPS Technician II	1.00	1.00	0.00	0.00
Utility Location Specialist	1.00	1.00	0.00	0.00
Total GIS and Land Services	4.00	4.00	0.00	0.00
Water Conservation and Education Specialist	1.00	1.00	0.00	0.00
Water Resources Coordinator	1.00	1.00	0.00	0.00
Water Resources Manager	1.00	0.00	0.00	0.00
Water Resources Planning Manager	0.00	1.00	0.00	0.00
Total Water Resources	3.00	3.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
501 Water Operations				
<u>Water Resources</u>				
Water Quality				
Cross Connection Control Specialist	0.00	1.00	0.00	0.00
Water Quality & Regulatory Compliance Manager	0.00	1.00	0.00	0.00
Water Quality Specialist	0.00	1.00	0.00	0.00
Total Water Quality	0.00	3.00	0.00	0.00
Wetlands Treatment				
Senior Water Recharge & Wetlands Operator	1.00	1.00	0.00	0.00
Water Recharge & Wetlands Operator	2.00	2.00	0.00	0.00
Total Wetlands Treatment	3.00	3.00	0.00	0.00
Water Production				
Senior Water Resources Mechanic	0.00	2.00	0.00	0.00
Utility Maintenance Mechanic	2.00	0.00	0.00	0.00
Utility Maintenance Technician	2.00	0.00	0.00	0.00
Water / Well Production Supervisor	0.00	1.00	0.00	0.00
Water Production Foreman	1.00	0.00	0.00	0.00
Water Resources Mechanic	0.00	2.00	0.00	0.00
Water Treatment Operator	1.00	1.00	0.00	0.00
Total Water Production	6.00	6.00	0.00	0.00
Total Water Resources	42.50	37.00	0.00	0.00
<u>Public Works</u>				
Water Distribution				
Customer Service Technician	0.00	0.00	1.00	1.00
Customer Service Worker	0.00	0.00	2.00	0.00
Lead Water Resources Operator	0.00	0.00	1.00	1.00
Preventative Maintenance Technician	0.00	0.00	1.00	1.00
Senior Water Resources Operator	0.00	0.00	3.00	2.00
Water Distribution Supervisor	0.00	0.00	1.00	1.00
Water Operations Superintendent	0.00	0.00	0.50	0.50
Water Resources Operator	0.00	0.00	6.00	7.00
Water Resources Superintendent	0.00	0.00	0.00	0.25
Total Water Distribution	0.00	0.00	15.50	13.75

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
501 Water Operations				
<u>Public Works</u>				
Water Administration				
Administrative Assistant	0.00	0.00	0.50	0.00
Executive Assistant	0.00	0.00	0.00	0.50
Senior Administrative Clerk	0.00	0.00	0.00	1.00
Water Resources Assistant Director	0.00	0.00	0.50	0.50
Water Resources Director	0.00	0.00	0.38	0.38
Water Resources Project Manager	0.00	0.00	0.50	1.00
Total Water Administration	0.00	0.00	1.88	3.38
GIS and Land Services				
GIS Analyst	0.00	0.00	1.00	1.00
GIS Manager	0.00	0.00	0.00	1.00
GIS/GPS Technician II	0.00	0.00	1.00	1.00
Utility Location Specialist	0.00	0.00	1.00	1.00
Total GIS and Land Services	0.00	0.00	3.00	4.00
Water Resources				
Water Conservation and Education Specialist	0.00	0.00	1.00	0.00
Water Resources Coordinator	0.00	0.00	1.00	0.00
Water Resources Manager	0.00	0.00	1.00	1.00
Total Water Resources	0.00	0.00	3.00	1.00
Water Quality				
Cross Connection Control Specialist	0.00	0.00	1.00	1.00
Water Conservation and Education Specialist	0.00	0.00	0.00	1.00
Water Quality & Regulatory Compliance Manager	0.00	0.00	1.00	1.00
Water Quality Specialist	0.00	0.00	1.00	1.00
Total Water Quality	0.00	0.00	3.00	4.00
Wetlands Treatment				
Senior Water Recharge & Wetlands Operator	0.00	0.00	1.00	1.00
Water Recharge & Wetlands Operator	0.00	0.00	2.00	2.00
Total Wetlands Treatment	0.00	0.00	3.00	3.00
Water Production				
Senior Water Resources Mechanic	0.00	0.00	2.00	2.00
Water Operations Superintendent	0.00	0.00	0.50	0.50
Water Resources Mechanic	0.00	0.00	2.00	2.00
Water Resources Superintendent	0.00	0.00	0.00	0.25
Water Treatment Operator	0.00	0.00	1.00	1.00
Water/Well Production Supervisor	0.00	0.00	1.00	1.00
Total Water Production	0.00	0.00	6.50	6.75
Total Public Works	0.00	0.00	35.88	35.88

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
503 Sewer Operations				
<u>Water Resources</u>				
Wastewater Collection				
Operations and Service Manager - Collections	1.00	0.00	0.00	0.00
Senior Utility Operator	2.00	0.00	0.00	0.00
Senior Water Resources Operator	1.00	3.00	0.00	0.00
Utility Operator	2.00	0.00	0.00	0.00
Wastewater Collection Supervisor	0.00	1.00	0.00	0.00
Water Resources Mechanic	1.00	1.00	0.00	0.00
Water Resources Operator	1.00	2.00	0.00	0.00
Water Resources Superintendent	0.00	0.50	0.00	0.00
Total Wastewater Collection	8.00	7.50	0.00	0.00
Wastewater Administration				
Administrative Secretary	0.50	0.00	0.00	0.00
Senior Administrative Clerk	0.50	0.50	0.00	0.00
Water Quality & Regulatory Compliance Manager	0.50	0.00	0.00	0.00
Water Resources Assistant Director	0.50	0.50	0.00	0.00
Water Resources Director	0.50	0.50	0.00	0.00
Water Resources Project Manager	1.00	0.50	0.00	0.00
Total Wastewater Administration	3.50	2.00	0.00	0.00
Water Reclamation Facility				
Chief Wastewater Plant Operator	1.00	0.00	0.00	0.00
Pretreatment and Laboratory Coordinator	1.00	1.00	0.00	0.00
Senior Water Resources Mechanic	1.00	1.00	0.00	0.00
Utility Maintenance Mechanic	1.00	0.00	0.00	0.00
Wastewater Treatment Plant Operator	4.00	0.00	0.00	0.00
Water Reclamation Supervisor	0.00	1.00	0.00	0.00
Water Resources Mechanic	1.00	2.00	0.00	0.00
Water Resources Operator	0.00	4.00	0.00	0.00
Water Resources Superintendent	0.00	0.50	0.00	0.00
Total Water Reclamation Facility	9.00	9.50	0.00	0.00
Total Water Resources	20.50	19.00	0.00	0.00
<u>Public Works</u>				
Wastewater Collection				
Operations and Service Manager - Collections	0.00	0.00	1.00	1.00
Senior Water Resources Operator	0.00	0.00	3.00	3.00
Water Resources Mechanic	0.00	0.00	1.00	1.00
Water Resources Operator	0.00	0.00	2.00	2.00
Water Resources Superintendent	0.00	0.00	0.50	0.25
Total Wastewater Collection	0.00	0.00	7.50	7.25

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
503 Sewer Operations				
<u>Public Works</u>				
Wastewater Administration				
Administrative Assistant	0.00	0.00	0.50	0.00
Executive Assistant	0.00	0.00	0.00	0.50
Water Resources Assistant Director	0.00	0.00	0.50	0.50
Water Resources Director	0.00	0.00	0.37	0.37
Water Resources Project Manager	0.00	0.00	0.50	0.00
Total Wastewater Administration	0.00	0.00	1.87	1.37
Water Reclamation Facility				
Pretreatment and Laboratory Coordinator	0.00	0.00	1.00	1.00
Senior Water Reclamation Facility Operator	0.00	0.00	1.00	1.00
Senior Water Resource Mechanic	0.00	0.00	1.00	1.00
Utility Maintenance Mechanic	0.00	0.00	1.00	1.00
Wastewater Treatment Plant Operator	0.00	0.00	4.00	2.00
Water Reclamation Facility Mechanic	0.00	0.00	0.00	1.00
Water Reclamation Facility Operator	0.00	0.00	0.00	2.00
Water Reclamation Facility Supervisor	0.00	0.00	0.00	1.00
Water Resources Mechanic	0.00	0.00	1.00	0.00
Water Resources Superintendent	0.00	0.00	0.50	0.25
Total Water Reclamation Facility	0.00	0.00	9.50	10.25
Total Public Works	0.00	0.00	18.87	18.87
520 Sanitation				
<u>Field Operations</u>				
Solid Waste				
Equipment Operator	10.00	9.00	0.00	0.00
Senior Equipment Operator	2.00	2.00	0.00	0.00
Service Assistant	1.00	1.00	0.00	0.00
Solid Waste Supervisor	1.00	1.00	0.00	0.00
Total Solid Waste	14.00	13.00	0.00	0.00
Sanitation-Uncontained				
Equipment Operator	1.00	1.00	0.00	0.00
Senior Equipment Operator	3.00	2.00	0.00	0.00
Total Sanitation-Uncontained	4.00	3.00	0.00	0.00
Recycling Education and Enforcement				
Solid Waste Inspector	1.00	1.00	0.00	0.00
Solid Waste Inspector/Coordinator	1.00	1.00	0.00	0.00
Total Recycling Education and Enforce	2.00	2.00	0.00	0.00
Total Field Operations	20.00	18.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
520 Sanitation				
<u>Public Works</u>				
Solid Waste				
Equipment Operator	0.00	0.00	10.00	10.00
Senior Equipment Operator	0.00	0.00	2.00	2.00
Solid Waste Supervisor	0.00	0.00	1.00	1.00
Total Solid Waste	0.00	0.00	13.00	13.00
Sanitation-Uncontained				
Equipment Operator	0.00	0.00	1.00	1.00
Field Operations Crew Leader	0.00	0.00	1.00	1.00
Senior Equipment Operator	0.00	0.00	1.00	1.00
Total Sanitation-Uncontained	0.00	0.00	3.00	3.00
Recycling Education and Enforcement				
Solid Waste Inspector	0.00	0.00	1.00	1.00
Solid Waste Inspector/Coordinator	0.00	0.00	1.00	1.00
Total Recycling Education and Enforce	0.00	0.00	2.00	2.00
Total Public Works	0.00	0.00	18.00	18.00
Total Enterprise	83.00	74.00	72.75	72.75
Internal Service				
605 Risk Management Fund				
<u>City Administration</u>				
Risk Management Operations				
Risk Management Claims Analyst	1.00	1.00	1.00	1.00
Risk Manager	1.00	1.00	1.00	1.00
Total Risk Management Operations	2.00	2.00	2.00	2.00
Total City Administration	2.00	2.00	2.00	2.00
606 Fleet Services Fund				
<u>Field Operations</u>				
Fleet Services				
Automotive Equipment Mechanic	5.00	4.00	0.00	0.00
Equipment Parts Specialist	1.00	1.00	0.00	0.00
Fleet Services Supervisor	1.00	1.00	0.00	0.00
Public Safety Equipment Mechanic	1.00	0.00	0.00	0.00
Total Fleet Services	8.00	6.00	0.00	0.00
Total Field Operations	8.00	6.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
606 Fleet Services Fund				
<u>Public Works</u>				
Fleet Services				
Automotive Equipment Mechanic	0.00	0.00	4.00	4.00
Equipment Parts Specialist	0.00	0.00	1.00	1.00
Fleet Services Supervisor	0.00	0.00	1.00	1.00
Total Fleet Services	0.00	0.00	6.00	6.00
Total Public Works	0.00	0.00	6.00	6.00
Total Internal Service	10.00	8.00	8.00	8.00
Total Authorized Full-Time Equivalents	532.00	504.00	483.50	483.50

CITY OF AVONDALE
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2012

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2011	ACTUAL EXPENDITURES/EXPENSES** 2011	FUND BALANCE/NET ASSETS*** July 1, 2011	PROPERTY TAX REVENUES 2012	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2012	OTHER FINANCING 2012		INTERFUND TRANSFERS 2012		TOTAL FINANCIAL RESOURCES AVAILABLE 2012	BUDGETED EXPENDITURES/EXPENSES 2012
						SOURCES:	<USES>:	IN:	<OUT>:		
1. General Fund	41,155,630	40,668,872	23,099,520	Primary: 2,328,650	39,460,920	30,000			2,656,580	64,919,090	41,313,240
2. Special Revenue	17,896,380	15,738,313	7,573,138		24,847,700			347,580	6,683,910	32,768,418	20,077,000
3. Debt Service Funds Available	13,500,430	13,131,910	7,028,161	Secondary: 3,652,410	1,147,430			7,480,500		19,308,501	12,854,200
4. Less: Designation for Future Debt Service											
5. Total Debt Service Funds	13,500,430	13,131,910	7,028,161	3,652,410	1,147,430			7,480,500		19,308,501	12,854,200
6. Capital Projects	70,606,970	23,494,881	24,092,918		3,753,350	25,000,000		2,529,270	1,151,800	55,375,538	46,219,290
7. Permanent Funds											
8. Enterprise Funds Available	38,774,140	28,285,572	45,883,460		25,557,580			6,090,100	5,940,100	77,531,140	38,555,280
9. Less: Designation for Future Debt Service											
10. Total Enterprise Funds	38,774,140	28,285,572	45,883,460	-	25,557,580			6,090,100	5,940,100	77,531,140	38,555,280
11. Internal Service	3,947,310	3,717,110	2,869,493		3,616,700				15,060	6,486,193	4,135,800
Total All Funds	\$ 185,880,860	\$ 125,036,658	\$ 110,546,690	\$ 5,981,060	\$ 98,383,680	\$ 25,030,000		\$ 16,447,450	\$ 16,447,450	\$ 256,388,880	\$ 163,154,810

EXPENDITURE LIMITATION COMPARISON

	2011	2012
1. Budgeted expenditures/expenses	\$ 185,880,860	\$ 163,154,810
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	185,880,860	163,154,810
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 185,880,860	\$ 163,154,810
6. EEC or voter-approved alternative expenditures limitation	\$ 185,880,860	\$ 163,154,810

*Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

**Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal permanent fund).

City of Avondale
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2012

	<u>2010-11</u> <u>Fiscal Year</u>	<u>2011-12</u> <u>Fiscal Year</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,219,010</u>	\$ <u>2,328,658</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>2,219,010</u>	\$ <u>2,328,650</u>
B. Secondary property taxes	<u>3,418,990</u>	<u>3,652,410</u>
C. Total property tax levy amounts	\$ <u>5,638,000</u>	\$ <u>5,981,060</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) 2010-11 year's levy	\$ <u>2,079,409</u>	
(2) Prior years' levies	<u>0</u>	
(3) Total primary property taxes	\$ <u>2,079,409</u>	
B. Secondary property taxes		
(1) 2010-11 year's levy	\$ <u>3,248,041</u>	
(2) Prior years' levies	<u> </u>	
(3) Total secondary property taxes	\$ <u>3,248,041</u>	
C. Total property taxes collected	\$ <u>5,327,450</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.4537</u>	<u>0.581</u>
(2) Secondary property tax rate	<u>0.6521</u>	<u>0.75</u>
(3) Total city/town tax rate	<u>1.1058</u>	<u>1.3310</u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
General Fund			
Taxes			
Local Sales Taxes	18,767,710	19,007,307	19,577,510
Franchise Taxes	710,400	1,059,612	1,082,610
Audit Assessments	536,960	280,261	296,710
Prior Year Taxes	53,200	38,169	38,170
In-Lieu Taxes	19,750	19,750	19,750
Intergovernmental Revenues			
State Urban Revenue Sharing	6,763,990	6,750,612	6,043,560
City's Share of St. Sales Tax	4,891,330	5,091,514	5,363,870
Auto Lieu Tax	2,306,950	2,243,718	2,570,180
IGAs Other Cities & Towns	178,650	164,484	208,490
State Grants	66,860	68,157	68,160
Licenses and Permits			
Licenses	235,170	260,876	260,870
Building & Develop Permits	442,900	222,580	212,460
Other Permits	30,600	29,915	38,310
Development Charges for Service	11,920	5,486	5,490
Charges for Services			
Recreation Charges for Service	1,073,920	352,773	1,096,150
Other Charges for Service	238,440	249,278	428,390
Internal Charges for Service	400,000	440,000	400,000
Development Charges for Service	97,680	189,594	182,480
Fines, Forfeitures and Penalties			
Fines & Forfeitures	908,190	1,135,964	1,135,970
Other Fines	19,150	34,457	49,260
Miscellaneous Revenue			
Other Revenue	365,940	197,954	305,920
Donations	53,050	15,206	52,000
Interest	157,510	24,615	24,610
Total General Fund	\$38,330,270	\$37,882,282	\$39,460,920
Special Revenue			
Highway User Revenue Fund			
Highway User Fees (Gas Tax)	3,817,850	3,560,544	4,206,150
Interest	38,970	3,140	3,140
Other Revenue	160	145	140
Social Service			
Senior Nutrition	180,520	270,421	270,920

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
Social Service			
Community Action Program	154,170	178,310	178,310
CDBG			
Federal Grants	964,050	847,269	742,460
Other Grants			
Home Grant	410,600	424,407	431,180
0.5% Dedicated Sales Tax			
0.5% Dedicated Sales Tax	5,416,420	5,029,315	5,229,610
Public Safety Dedicated Sales Tax			
Public Safety Dedicated Sales Tax	5,416,420	5,029,186	5,229,880
Regional Family Advocacy			
Regional Family Advocacy	539,840	463,149	547,800
Transit Fund			
Federal Grants	0	0	1,025,000
IGAs Other Cities & Towns	121,480	16,320	186,270
Interest	3,500	2,410	2,410
ARRA Fund			
Police - COPS Hiring ARRA	382,260	382,260	382,260
E.E.C.B.G Grant	0	348,379	0
Edward Byrne Memorial JAG	0	276,995	0
Other Grants			
Non-Departmental	5,000,040	0	5,000,000
NSP3	0	0	1,146,790
NSP Home Buyer Assistance Grant	0	210,198	110,390
Fines & Forfeitures	85,800	103,916	103,920
Voca Crime Victim Advocate	50,500	48,500	50,500
Interest	220	266	270
Paul Coverdell Grant	13,500	3,016	0
Library Projects	0	23,828	0
Growing Smarter Planning Grant	0	4,348	0
GOHS - DUI Task Force	69,000	69,722	0
Ft McDowell Yavapai Nation Project Re	0	155,539	0
First Things First	0	33,582	0
Caregiver Forum	0	100,177	0
APS Bill Assistance Grant	0	1,006	0
2007 UASI GRANTS	0	29,405	0
Tohono O-Odham Monument Hill Grant	0	36,304	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
Other Grants			
Edward Byrne Memorial JAG	5,700	6,883	0
Police - Victims' Rights Program	0	15,217	0
Traffic Engineering	0	81,184	0
Victims' Activities - Privately Funded	0	7,377	0
Police--Bullet Proof Vests	0	18,205	0
Volunteer Fireman's Pension			
Volunteer Fireman's Pension	2,000	256	300
Total Special Revenue	\$22,673,000	\$17,781,179	\$24,847,700
Debt Service			
General Obligation Bonds	30,000	487,767	655,000
Park Issue	450,000	0	489,580
0.5% Dedicated Sales Tax	25,000	2,124	2,500
Dysart Road M.D.C.	200	16	200
Hwy User's Bonds '85/91/98	0	141	150
Total Debt Service	\$505,200	\$490,048	\$1,147,430
Capital Projects			
Street Construction			
IGAs Other Cities & Towns	0	415,369	514,500
One-Time Cost Sharing	0	0	240,000
Development Fees	562,500	165,000	187,500
Interest	45,000	10,280	10,000
State Grants	2,660,000	2,660,000	0
Other Revenue	0	4,178	0
Police Development			
Development Fees	103,200	47,457	34,400
Interest	500	1,428	1,300
State Grants	0	107,781	0
Parkland			
Development Fees	750,300	39,871	125,050
Interest	23,000	3,785	4,800
Library Development			
Development Fees	103,800	5,516	17,300
Interest	290	0	0
Other Capital			
Federal Grants	2,000,000	0	2,400,000
Landscaping Landfill Remediation	0	21,077	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
General Government Development			
Development Fees	278,700	41,999	92,900
Interest	23,000	2,136	17,600
Fire Dept. Development			
Development Fees	298,800	38,695	99,600
Interest	2,600	496	0
Vehicle Replacement			
Interest	0	5,290	7,200
Sale of Assets	0	9,753	0
Technology Replacement Fund			
Interest	260	310	1,200
Total Capital Projects	\$6,851,950	\$3,580,423	\$3,753,350
Enterprise			
Water Fund			
Water Sales	11,652,210	10,937,908	11,266,050
Development Fees	1,575,300	253,423	778,520
Interest	167,400	26,345	79,490
Other Revenue	172,590	83,236	52,030
Meter Fees	63,860	13,188	13,190
Fines & Forfeitures	5,750	5,290	5,290
Sewer Fees	20,000	0	0
Wastewater Fund			
Sewer Fees	7,213,420	7,412,511	7,435,100
Development Fees	1,647,900	258,696	808,000
Interest	121,900	4,887	5,920
Sanitation Fund			
Refuse Collection	4,726,580	4,812,888	4,904,600
Federal Grants	90,160	167,436	167,440
Development Fees	91,200	4,459	19,660
Other Permits	3,000	9,510	9,510
Interest	10,700	5,373	6,500
Other Revenue	50	6,284	6,280
Total Enterprise	\$27,562,020	\$24,001,434	\$25,557,580
Internal Service			
Printer - Copier Service			
Internal Charges for Service	158,360	160,650	196,010
Interest	240	296	350

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2011-12

SOURCE OF REVENUES	Estimated Revenues 2011	Actual Revenues* 2011	Estimated Revenues 2012
Risk Management			
Internal Charges for Service	1,258,700	1,258,700	1,425,340
Interest	1,590	2,579	2,200
Other Revenue	0	1,883	0
Fleet Services Management			
Internal Charges for Service	2,159,440	2,025,900	1,992,800
Other Revenue	240	369	0
Total Internal Service	\$3,578,570	\$3,450,376	\$3,616,700
Total All Funds	\$99,501,010	\$87,185,742	\$98,383,680

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Fiscal Year 2012

FUND	Other Financing 2012		Interfund Transfers 2012	
	Sources	<Uses>	In	Out
General Fund				
General Fund	30,000		0	2,656,580
Total General Fund	\$30,000		\$0	\$2,656,580
Special Revenue				
Public Safety Dedicated Sales Tax	0		0	132,900
CDBG	0		0	200,000
0.5% Dedicated Sales Tax	0		0	5,709,950
Regional Family Advocacy	0		250,780	4,980
Voca Crime Victim Advocate	0		11,000	
Transit Fund	0		0	1,040
Other Grants	0		25,600	
Home Grant	0		35,200	
Highway User Revenue Fund	0		0	635,040
Public Arts Fund	0		25,000	
Total Special Revenue	\$0		\$347,580	\$6,683,910
Debt Service				
Hwy User's Bonds '85/91/98	0		400,000	
0.5% Dedicated Sales Tax	0		5,461,750	
Dysart Road M.D.C.	0		645,000	
Park Issue	0		973,750	
Total Debt Service	\$0		\$7,480,500	
Capital Projects				
Street Construction	0		600,000	
Police Development	0		0	117,100
Library Development	0		300,000	208,400
General Government Development	0		0	732,900
Improvement Districts	25,000,000		0	
Vehicle Replacement	0		956,490	
Equipment Replacement Fund	0		547,780	
Fire Dept. Development	0		125,000	93,400
Total Capital Projects	\$25,000,000		\$2,529,270	\$1,151,800
Enterprise				
Water Operations	0		0	1,942,760
Sewer Operations	0		0	3,614,430
Sewer Development	0		3,650,000	
Water Development	0		1,750,000	
Sanitation	0		0	382,910
Water Equipment Replacement	0		192,760	
Sewer Equipment Replacement	0		114,430	
Sanitation Equipment Replacement	0		382,910	

CITY OF AVONDALE

Exhibit A

Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Fiscal Year 2012

FUND	Other Financing 2012		Interfund Transfers 2012	
	Sources	<Uses>	In	Out
Total Enterprise	\$0		\$6,090,100	\$5,940,100
Internal Service				
Fleet Services Fund	0		0	11,450
Risk Management Fund	0		0	3,610
Total Internal Service	\$0		\$0	\$15,060
Total All Funds	\$25,030,000		\$16,447,450	\$16,447,450

CITY OF AVONDALE

Exhibit A

**Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2012**

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
General Fund				
General Government	13,148,430	-376,296	11,461,406	12,911,100
Public Safety	17,996,550	-505	17,981,740	18,380,840
Health and Welfare	1,543,490	-16,280	1,423,082	1,547,440
Economic and Community Development	3,934,530	-173,935	3,185,860	3,932,060
Culture and Recreation	4,128,850	-32,984	2,987,406	4,168,020
Debt Service	366,910	0	366,910	366,910
Capital Outlay	36,870	3,100,000	3,262,468	6,870
Total General Fund	\$41,155,630	\$2,500,000	\$40,668,872	\$41,313,240
Special Revenue				
Special Revenue	17,896,380	-286,851	15,738,313	20,077,000
Total Special Revenue	\$17,896,380	(\$286,851)	\$15,738,313	\$20,077,000
Debt Service				
Debt Service	13,500,430	0	13,131,910	12,854,200
Total Debt Service	\$13,500,430	\$0	\$13,131,910	\$12,854,200
Capital Projects				
Capital Projects	70,606,970	-2,500,000	23,494,881	46,219,290
Total Capital Projects	\$70,606,970	(\$2,500,000)	\$23,494,881	\$46,219,290
Enterprise				
Sanitation	3,811,800	0	3,651,112	3,950,780
Sanitation Development	39,600	0	39,600	0
Sanitation Equipment Replacement	377,950	0	367,650	685,500
Sewer Operations	7,655,980	0	7,683,796	8,067,490
Sewer Development	3,000,000	0	1,861,427	4,550,000
Sewer Equipment Replacement	128,920	0	128,920	48,100
Water Operations	10,888,370	0	9,938,880	10,861,690
Water Development	12,780,000	0	4,522,667	10,270,800
Water Equipment Replacement	91,520	0	91,520	120,920
Total Enterprise	\$38,774,140	\$0	\$28,285,572	\$38,555,280
Internal Service				
Fleet Services Fund	1,980,850	0	1,978,993	2,146,150
Printer - Copier Service Fund	287,730	0	287,730	307,000
Risk Management Fund	1,678,730	0	1,450,387	1,682,650
Total Internal Service	\$3,947,310	\$0	\$3,717,110	\$4,135,800

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2012

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
Total All Funds	\$185,880,860	(\$286,851)	\$125,036,658	\$163,154,810

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses

Fiscal Year 2012

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
City Council				
General Fund	231,030	-3,965	168,186	237,520
Total City Council	\$231,030	(\$3,965)	\$168,186	\$237,520
City Administration				
Risk Management Fund	1,678,730	0	1,450,387	1,682,650
General Fund	1,309,640	0	1,256,868	1,350,830
Public Arts Fund	91,220	-5,598	65	111,050
Other Grants	25,480	0	25,480	25,000
ARRA Fund	0	683,313	658,770	0
Total City Administration	\$3,105,070	\$677,715	\$3,391,570	\$3,169,530
Information Technology				
General Fund	1,653,550	0	1,407,190	1,856,430
Total Information Technology	\$1,653,550	\$0	\$1,407,190	\$1,856,430
Community Relations				
Transit Fund	720,200	0	617,834	2,072,120
General Fund	505,160	-336	439,708	573,970
Total Community Relations	\$1,225,360	(\$336)	\$1,057,542	\$2,646,090
Non-Departmental				
Other Grants	5,000,000	-2,245,492	2,700,000	5,000,000
General Fund	5,172,360	2,694,848	7,099,548	4,522,360
Printer - Copier Service Fund	287,730	0	287,730	307,000
Highway User Revenue Fund	250,000	-29,934	0	250,000
Public Arts Fund	0	5,598	0	5,990
0.5% Dedicated Sales Tax	7,500	0	4,500	4,000
Total Non-Departmental	\$10,717,590	\$425,020	\$10,091,778	\$10,089,350
Finance & Budget				
General Fund	1,313,450	0	1,279,143	1,405,720
Total Finance & Budget	\$1,313,450	\$0	\$1,279,143	\$1,405,720
Human Resources				
General Fund	898,570	0	1,059,729	921,880
Total Human Resources	\$898,570	\$0	\$1,059,729	\$921,880
Development Services & Engineering				
General Fund	2,923,900	0	2,628,497	2,951,550
Highway User Revenue Fund	2,048,590	-30,066	1,729,231	2,050,970

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses

Fiscal Year 2012

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
Development Services & Engineering				
Other Grants	0	3,000	19,225	0
Total Development Services & Engineering	\$4,972,490	(\$27,066)	\$4,376,953	\$5,002,520
City Clerk				
General Fund	280,900	0	286,375	289,830
Total City Clerk	\$280,900	\$0	\$286,375	\$289,830
Police				
General Fund	12,671,700	-505	12,665,965	12,798,210
Public Safety Dedicated Sales Tax	2,863,290	0	2,859,204	2,830,440
Regional Family Advocacy	778,140	0	760,968	793,600
ARRA Fund	353,250	191,788	412,079	336,520
Voca Crime Victim Advocate	59,460	0	57,884	61,500
Other Grants	111,200	117,461	231,809	0
Co. R.I.C.O. w/Maricopa Atty	0	183,958	184,058	0
Total Police	\$16,837,040	\$492,702	\$17,171,967	\$16,820,270
City Court				
General Fund	927,290	-163	798,960	939,890
Public Safety Dedicated Sales Tax	222,860	0	202,224	230,750
Court Payments	239,700	0	154,036	205,930
Total City Court	\$1,389,850	(\$163)	\$1,155,220	\$1,376,570
Fire				
General Fund	5,444,400	0	5,437,793	5,672,180
Public Safety Dedicated Sales Tax	1,641,580	0	1,607,122	1,984,080
Volunteer Fireman's Pension	5,000	0	7,288	5,000
ARRA Fund	0	62,250	0	0
Other Grants	0	26,753	24,017	0
Total Fire	\$7,090,980	\$89,003	\$7,076,220	\$7,661,260
Economic Development				
General Fund	1,010,630	-173,935	557,363	980,510
Total Economic Development	\$1,010,630	(\$173,935)	\$557,363	\$980,510
Parks, Recreation & Libraries				
General Fund	5,299,110	-15,944	4,153,973	5,397,990
Senior Nutrition	254,520	60,179	293,854	270,340
Other Grants	0	25,000	0	0

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses

Fiscal Year 2012

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
Parks, Recreation & Libraries				
Library Projects	0	16,441	15,951	0
Total Parks, Recreation & Libraries	\$5,553,630	\$85,676	\$4,463,778	\$5,668,330
Neighborhood & Family Services				
General Fund	1,456,760	0	1,357,068	1,397,580
Other Grants	700,000	560,257	567,415	1,257,780
CDBG	594,050	7,770	583,365	542,250
Home Grant	329,990	20,471	464,337	466,380
Community Action Program	131,940	0	177,897	168,380
Total Neighborhood & Family Services	\$3,212,740	\$588,498	\$3,150,082	\$3,832,370
Public Works				
Water Operations	10,888,370	0	9,938,880	10,861,690
Water Development	12,780,000	0	4,522,667	10,270,800
Sewer Operations	7,655,980	0	7,683,796	8,067,490
Sewer Development	3,000,000	0	1,861,427	4,550,000
Sanitation	3,811,800	0	3,651,112	3,950,780
Fleet Services Fund	1,980,850	0	1,978,993	2,146,150
Highway User Revenue Fund	1,468,410	60,000	1,379,700	1,404,920
Sanitation Equipment Replacement	377,950	0	367,650	685,500
Water Equipment Replacement	91,520	0	91,520	120,920
Sewer Equipment Replacement	128,920	0	128,920	48,100
General Fund	57,180	0	72,506	16,790
Sanitation Development	39,600	0	39,600	0
Total Public Works	\$42,280,580	\$60,000	\$31,716,771	\$42,123,140
Debt Service				
0.5% Dedicated Sales Tax	5,454,180	0	5,453,479	5,452,530
General Obligation Bonds	5,453,540	0	5,447,150	4,904,070
Park Issue	1,455,210	0	1,447,710	1,441,580
Dysart Road M.D.C.	721,650	0	423,149	641,140
Hwy User's Bonds '85/91/98	415,850	0	360,422	414,880
Total Debt Service	\$13,500,430	\$0	\$13,131,910	\$12,854,200
Capital Projects				
Improvement Districts	23,000,000	-3,100,000	0	25,000,000
Street Construction	22,105,000	0	7,615,018	13,144,520

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE

Exhibit A

Summary by Department of Expenditures/Expenses
Fiscal Year 2012

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2011	Expenditure/ Expense Adjustments Approved 2011	Actual Expenditures/ Expenses* 2011	Budgeted Expenditures/ Expenses 2012
Capital Projects				
Parkland	17,100,000	600,000	10,625,739	3,650,000
Transit Capital Projects	2,400,000	0	0	2,400,000
Equipment Replacement Fund	1,053,720	0	1,059,957	1,377,770
Vehicle Replacement	1,596,250	0	1,596,250	570,000
Fire Dept. Development	1,152,000	0	794,922	77,000
Police Development	2,200,000	0	1,802,995	0
Total Capital Projects	\$70,606,970	(\$2,500,000)	\$23,494,881	\$46,219,290
Total All Funds	\$185,880,860	(\$286,851)	\$125,036,658	\$163,154,810

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>City Administration</u>				
Assistant City Manager	2.00	2.00	2.00	2.00
City Manager	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	0.00
Senior Executive Assistant	1.00	1.00	1.00	1.00
Total City Administration	5.00	5.00	5.00	4.00
<u>Grants Administration</u>				
Grants Administrator	1.00	1.00	1.00	1.00
Management Technician	0.00	0.00	1.00	1.00
Total Grants Administration	1.00	1.00	2.00	2.00
<u>Information Technology</u>				
Development Services Technician	0.00	0.00	1.00	0.00
Information Technology Director	1.00	1.00	1.00	1.00
IT Administrator Unix/Windows	1.00	1.00	1.00	0.00
IT Application Developer	1.00	1.00	2.00	0.00
IT Applications Development Manager	0.00	0.00	1.00	0.00
IT Applications Manager	0.00	1.00	0.00	0.00
IT Assistant Director	1.00	1.00	1.00	0.00
IT Desktop Technician I	1.00	1.00	1.00	0.00
IT Desktop Technician II	2.00	1.00	2.00	0.00
IT Help Desk Supervisor	1.00	0.00	0.00	0.00
IT Systems Administrator	1.00	1.20	1.20	0.00
IT Systems Analyst	1.00	1.00	1.00	0.00
Network Engineer	1.00	1.00	1.00	0.00
Total Information Technology	11.00	10.20	13.20	1.00
<u>IT Network</u>				
IT Administrator Unix/Windows	0.00	0.00	0.00	1.00
IT Assistant Director	0.00	0.00	0.00	1.00
IT Systems Administrator	0.00	0.00	0.00	1.20
Network Engineer	0.00	0.00	0.00	1.00
Total IT Network	0.00	0.00	0.00	4.20
<u>IT Applications</u>				
IT Application & Business Analyst	0.00	0.00	0.00	1.00
IT Application Developer	0.00	0.00	0.00	2.00
IT Applications Development Manager	0.00	0.00	0.00	1.00
IT Systems Analyst	0.00	0.00	0.00	1.00
Total IT Applications	0.00	0.00	0.00	5.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Information Technology</u>				
IT Helpdesk				
IT Desktop Technician I	0.00	0.00	0.00	1.00
IT Desktop Technician II	0.00	0.00	0.00	2.00
Total IT Helpdesk	0.00	0.00	0.00	3.00
<u>Community Relations</u>				
Public Information Office				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Assistant to the Mayor and Council	1.00	1.00	1.00	0.00
Community Relations Director	1.00	1.00	1.00	1.00
Executive Assistant to the Mayor and Council	0.00	0.00	0.00	1.00
Public Information Officer	1.00	1.00	1.00	1.00
Total Public Information Office	4.00	4.00	4.00	4.00
Intergovernmental Affairs				
Intergovernmental Affairs Manager	1.00	1.00	1.00	1.00
Total Intergovernmental Affairs	1.00	1.00	1.00	1.00
Total Community Relations	5.00	5.00	5.00	5.00
<u>Field Operations</u>				
Field Operations Administration				
Administrative Secretary	1.00	1.00	0.00	0.00
Field Operations Assistant Director	1.00	1.00	0.00	0.00
Field Operations Director	1.00	1.00	0.00	0.00
Fleet Services Coordinator	1.00	1.00	0.00	0.00
Total Field Operations Administration	4.00	4.00	0.00	0.00
Total Field Operations	4.00	4.00	0.00	0.00
<u>Development Services</u>				
Planning				
Development Services Representative	0.00	1.00	0.00	0.00
Development Services Technician	1.00	0.00	0.00	0.00
Planner I	2.00	1.00	0.00	0.00
Planner II	2.00	2.00	0.00	0.00
Planning Manager	1.00	1.00	0.00	0.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
Senior Planner	1.00	1.00	0.00	0.00
Zoning Specialist	1.00	1.00	0.00	0.00
Total Planning	9.00	7.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Development Services</u>				
Building Services				
Building Inspector	4.00	3.00	0.00	0.00
Chief Building Official	1.00	1.00	0.00	0.00
Fire Inspector II	0.00	1.00	0.00	0.00
Plans Examiner	1.00	1.00	0.00	0.00
Senior Plans Examiner	1.00	1.00	0.00	0.00
Total Building Services	7.00	7.00	0.00	0.00
Development Services Center				
Development Services Representative	2.00	1.00	0.00	0.00
Development Services Supervisor	1.00	1.00	0.00	0.00
Development Services Technician	1.00	2.00	0.00	0.00
Total Development Services Center	4.00	4.00	0.00	0.00
Engineering Plan Review				
Engineering Plan Review Manager	1.00	1.00	0.00	0.00
Engineering Technician II	1.00	1.00	0.00	0.00
Plans Review Engineer	1.00	1.00	0.00	0.00
Total Engineering Plan Review	3.00	3.00	0.00	0.00
Development Svcs Administration				
Administrative Secretary	1.00	1.00	0.00	0.00
Development Services Director	1.00	1.00	0.00	0.00
Total Development Svcs Administratio	2.00	2.00	0.00	0.00
Total Development Services	25.00	23.00	0.00	0.00
<u>Finance & Budget</u>				
Financial Services				
Accountant	3.00	2.00	2.00	2.00
Accounting Manager	1.00	1.00	0.00	0.00
Accounting Supervisor	0.00	0.00	1.00	1.00
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Controller	1.00	1.00	1.00	1.00
Finance & Budget Director	1.00	1.00	1.00	1.00
Privilege Tax Auditor	2.00	1.00	2.00	2.00
Revenue Collector	1.00	1.00	1.00	1.00
Senior Account Clerk	5.50	5.50	5.50	5.50
Total Financial Services	15.50	13.50	14.50	14.50

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Finance & Budget</u>				
Water Billing				
Customer Service Manager	1.00	1.00	1.00	1.00
Customer Service Supervisor	1.00	1.00	1.00	1.00
Senior Account Clerk	7.00	7.00	7.00	8.00
Utility Customer Service Worker	1.00	1.00	1.00	0.00
Total Water Billing	10.00	10.00	10.00	10.00
Budget and Research				
Budget Analyst	2.00	2.00	2.00	2.00
Finance & Budget Assistant Director	1.00	1.00	1.00	1.00
Procurement Officer	1.00	1.00	1.00	1.00
Total Budget and Research	4.00	4.00	4.00	4.00
Total Finance & Budget	29.50	27.50	28.50	28.50
<u>Human Resources</u>				
Benefits Administrator	1.00	1.00	1.00	1.00
HR Assistant Director	1.00	1.00	1.00	1.00
Human Resources Analyst	1.00	1.00	1.00	1.00
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Technician	2.00	2.00	2.00	2.00
Senior HR Analyst	1.00	1.00	1.00	1.00
Total Human Resources	7.00	7.00	7.00	7.00
<u>Development Services & Engineering</u>				
Planning				
Administrative Assistant	0.00	0.00	1.00	1.00
Development Services Representative	0.00	0.00	1.00	1.00
Planner I	0.00	0.00	1.00	1.00
Planner II	0.00	0.00	2.00	2.00
Planning Manager	0.00	0.00	1.00	1.00
Zoning Specialist	0.00	0.00	1.00	1.00
Total Planning	0.00	0.00	7.00	7.00
Building Services				
Building Inspector	0.00	0.00	3.00	3.00
Chief Building Official	0.00	0.00	1.00	1.00
Fire Inspector II	0.00	0.00	1.00	1.00
Plans Examiner	0.00	0.00	1.00	1.00
Senior Plans Examiner	0.00	0.00	1.00	1.00
Total Building Services	0.00	0.00	7.00	7.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Development Services & Engineering</u>				
<u>Engineering</u>				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
City Engineer	1.00	1.00	1.00	1.00
Construction Project Manager	1.00	1.00	1.00	1.00
Engineering Inspector	4.00	3.00	2.00	1.00
Engineering Project Manager	2.00	2.00	2.00	2.00
Engineering Technician II	0.00	0.00	1.00	1.00
GIS Manager	0.00	0.00	1.00	0.00
Land Services Manager	0.00	0.00	0.00	1.00
Management Assistant	1.00	1.00	1.00	1.00
Plans Review Engineer	0.00	0.00	1.00	0.00
Senior Engineering Project Manager	1.00	1.00	1.00	1.00
Total Engineering	11.00	10.00	12.00	10.00
<u>Traffic Engineering</u>				
Traffic Engineer	1.00	0.00	0.00	0.00
Total Traffic Engineering	1.00	0.00	0.00	0.00
<i>Total Development Services & Engineering</i>	12.00	10.00	26.00	24.00
<u>City Clerk</u>				
City Clerk	1.00	1.00	1.00	1.00
City Clerk Assistant II	0.00	1.00	1.00	2.00
Records Management Clerk	1.00	1.00	1.00	0.00
Senior Administrative Clerk	3.00	2.00	2.00	2.00
Total City Clerk	5.00	5.00	5.00	5.00
<u>Police</u>				
<u>Police - Administration</u>				
Administrative Assistant to the Police Chief	1.00	1.00	1.00	1.00
Assistant Police Chief	1.00	1.00	1.00	2.00
Internal Affairs Investigator	0.00	1.00	1.00	1.00
Police Chief	1.00	1.00	1.00	1.00
Police Crime Analyst	1.00	1.00	1.00	1.00
Senior Management Assistant	1.00	1.00	1.00	1.00
Total Police - Administration	5.00	6.00	6.00	7.00
<u>Police - Community Services</u>				
Community Service Supervisor	1.00	1.00	1.00	1.00
Senior Administrative Clerk	1.00	1.00	1.00	1.00
Total Police - Community Services	2.00	2.00	2.00	2.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
Police				
Police - Patrol Support				
Animal Control Officer	1.50	2.00	2.00	2.00
Park Ranger	3.00	2.00	2.00	2.00
Police Sergeant	1.00	1.00	1.00	1.00
Total Police - Patrol Support	5.50	5.00	5.00	5.00
Police - Professional Standards Bureau				
Background Investigator	1.00	1.00	0.00	0.00
Professional Standard Bureau Supervisor	1.00	1.00	0.00	0.00
Senior Administrative Clerk	1.00	1.00	0.00	0.00
Total Police - Professional Standards B	3.00	3.00	0.00	0.00
Police - Communications				
CAD-RMS Applications Administrator	1.00	1.00	1.00	1.00
Communications Manager	1.00	0.00	0.00	0.00
Communications Supervisor	3.00	3.00	3.00	3.00
Public Safety Dispatcher	12.00	14.00	14.00	14.00
Total Police - Communications	17.00	18.00	18.00	18.00
Police - Records				
Police Records Clerk	2.00	3.00	3.00	3.00
Police Records Supervisor	0.00	1.00	0.00	0.00
Total Police - Records	2.00	4.00	3.00	3.00
Police - Traffic				
Police Traffic Program Coordinator	1.00	2.00	1.00	1.00
Total Police - Traffic	1.00	2.00	1.00	1.00
Police - Detention Services				
Detention Officer	3.00	3.00	3.00	4.00
Detention Supervisor	2.00	2.00	2.00	2.00
Total Police - Detention Services	5.00	5.00	5.00	6.00
Police - Patrol				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Police Lieutenant	2.00	3.00	3.00	3.00
Police Officer	46.00	46.00	46.00	46.00
Police Sergeant	11.00	10.00	10.00	10.00
Volunteer Coordinator	1.00	1.00	1.00	1.00
Total Police - Patrol	61.00	61.00	61.00	61.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Police</u>				
Police - Investigations				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Identification Technician	1.00	1.00	1.00	1.00
Investigations Support Officer	1.00	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00	1.00
Police Officer	11.00	11.00	12.00	12.00
Police Sergeant	3.00	4.00	4.00	4.00
Property & Evidence Custodian	2.00	2.00	2.00	2.00
Total Police - Investigations	20.00	21.00	22.00	22.00
Police - Tolleson Animal Control				
Animal Control Officer	0.50	0.00	0.00	0.00
Total Police - Tolleson Animal Control	0.50	0.00	0.00	0.00
Police - Avondale SRO				
Police Officer	1.00	1.00	1.00	0.00
Total Police - Avondale SRO	1.00	1.00	1.00	0.00
Police - Agua Fria SRO				
Police Officer	1.00	1.00	1.00	1.00
Total Police - Agua Fria SRO	1.00	1.00	1.00	1.00
Police - Tolleson Union SRO				
Police Officer	2.00	2.00	2.00	2.00
Total Police - Tolleson Union SRO	2.00	2.00	2.00	2.00
Police - GIITEM				
Police Officer	0.00	1.00	1.00	1.00
Total Police - GIITEM	0.00	1.00	1.00	1.00
Total Police	126.00	132.00	128.00	129.00
<u>City Court</u>				
Court				
Court Clerk I	2.00	3.00	3.00	3.00
Court Clerk II	2.00	2.00	2.00	1.00
Court Clerk III	3.00	3.00	3.00	3.00
Court Supervisor	1.00	1.00	1.00	1.00
Municipal Judge	1.00	1.00	1.00	1.00
Senior Court Clerk	0.00	0.00	0.00	1.00
Total Court	9.00	10.00	10.00	10.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>City Court</u>				
Court Security				
Court Security Officer	1.00	0.20	0.20	0.20
Total Court Security	1.00	0.20	0.20	0.20
Total City Court	10.00	10.20	10.20	10.20
<u>Fire</u>				
Fire - Community Services				
Assistant Fire Marshall	1.00	0.00	0.00	0.00
Emergency Management Coordinator	1.00	1.00	1.00	1.00
Fire Inspector I	0.00	1.00	1.00	1.00
Fire Inspector II	2.00	1.00	1.00	1.00
Fire Marshall	0.00	1.00	1.00	1.00
Fire Plans Examiner	1.00	0.00	0.00	0.00
Public Education Specialist	1.00	1.00	1.00	1.00
Total Fire - Community Services	6.00	5.00	5.00	5.00
Fire - Administration				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Deputy Fire Chief	0.00	0.00	0.00	2.00
Fire Captain	0.00	0.00	0.00	1.00
Fire Chief	1.00	1.00	1.00	1.00
Total Fire - Administration	2.00	2.00	2.00	5.00
Fire - Professional Development				
Fire Division Chief/Training Officer	0.00	1.00	1.00	0.00
Total Fire - Professional Development	0.00	1.00	1.00	0.00
Fire - Intervention Services				
Battalion Chief	1.00	2.00	2.00	2.00
Division Chief	1.00	0.00	0.00	0.00
Fire Captain	9.00	9.00	10.00	10.00
Fire Engineer	8.00	8.00	8.00	8.00
Firefighter	14.00	14.00	13.00	13.00
Total Fire - Intervention Services	33.00	33.00	33.00	33.00
Total Fire	41.00	41.00	41.00	43.00
<u>Economic Development</u>				
City Center Business Development Specialist	0.00	0.00	1.00	1.00
Economic Development Analyst	1.00	1.00	1.00	1.00
Economic Development Director	1.00	0.00	1.00	1.00
Revitalization Project Manager	1.00	0.00	0.00	0.00
Total Economic Development	3.00	1.00	3.00	3.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Economic Development</u>				
<u>Parks, Recreation & Libraries</u>				
Grounds Maintenance				
Parks Supervisor	1.00	0.00	0.00	0.00
Senior Maintenance Worker	6.00	0.00	0.00	0.00
Total Grounds Maintenance	7.00	0.00	0.00	0.00
Building Maintenance				
Building Maintenance Worker	1.00	1.00	1.00	1.00
Craftsperson	1.00	1.00	1.00	1.00
Custodian	3.00	3.00	0.00	0.00
Facilities Manager	1.00	1.00	1.00	1.00
Facilities Work Coordinator	1.00	1.00	0.00	0.00
Total Building Maintenance	7.00	7.00	3.00	3.00
Congregate Meals				
Senior Administrative Clerk	0.10	0.10	0.10	0.10
Total Congregate Meals	0.10	0.10	0.10	0.10
Home Delivered Meals				
Kitchen Assistant	0.50	0.50	0.50	0.50
Senior Administrative Clerk	0.80	0.80	0.80	0.80
Total Home Delivered Meals	1.30	1.30	1.30	1.30
MCSO				
Senior Administrative Clerk	0.10	0.10	0.10	0.10
Total MCSO	0.10	0.10	0.10	0.10
PRL Administration				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Customer Service Assistant	5.00	5.00	5.00	5.00
Parks, Recreation & Libraries Assistant Director	1.00	1.00	0.00	0.00
Parks, Recreation & Libraries Services Director	1.00	1.00	1.00	1.00
Total PRL Administration	8.00	8.00	7.00	7.00
Library - Sam Garcia				
Librarian	1.00	1.00	1.00	2.00
Library Administrative Services Coordinator	1.00	1.00	0.00	0.00
Library Assistant	4.00	4.00	3.00	3.50
Library Manager	1.00	1.00	0.00	0.00
Library Monitor	0.00	0.50	0.00	0.00
Library Page	0.00	0.50	1.00	1.00
Total Library - Sam Garcia	7.00	8.00	5.00	6.50

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Parks, Recreation & Libraries</u>				
Library - Civic Center				
Associate Librarian	2.00	0.00	0.00	0.00
IT Desktop Technician II	0.00	1.00	0.00	0.00
Librarian	3.00	3.00	3.00	2.00
Library Assistant	2.50	4.00	4.00	3.50
Library IT Support Specialist	1.00	0.00	0.00	0.00
Library Manager	0.00	1.00	1.00	0.00
Library Monitor	0.00	0.50	0.50	0.50
Library Page	2.50	1.50	1.50	1.50
Library Supervisor	1.00	1.00	1.00	0.00
Total Library - Civic Center	12.00	12.00	11.00	7.50
Library Administration				
Library Manager	0.00	0.00	0.00	1.00
Library Supervisor	0.00	0.00	0.00	1.00
Total Library Administration	0.00	0.00	0.00	2.00
Recreation				
Recreation Coordinator	4.00	3.00	3.00	3.00
Total Recreation	4.00	3.00	3.00	3.00
Total Parks, Recreation & Libraries	46.50	39.50	30.50	30.50
<u>Neighborhood & Family Services</u>				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
Neighborhood & Family Services Director	1.00	1.00	1.00	1.00
Revitalization Project Manager	0.00	1.00	1.00	1.00
Youth Development Coordinator	1.00	1.00	1.00	1.00
Total Neighborhood & Family Services	3.00	4.00	4.00	4.00
Social Services				
Community Outreach Specialist	1.00	1.00	1.00	0.53
Community Relations Specialist	1.00	1.00	0.00	0.00
Social Services Manager	1.00	1.00	1.00	1.00
Total Social Services	3.00	3.00	2.00	1.53
Code Enforcement				
Administrative Secretary	1.00	0.00	0.00	0.00
Code Compliance Manager	1.00	1.00	1.00	1.00
Code Compliance Specialist	1.00	1.00	1.00	1.00
Code Enforcement Officer	4.00	4.00	4.00	4.00
Neighborhood Preservation Tech	1.00	1.00	1.00	1.00
Total Code Enforcement	8.00	7.00	7.00	7.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
101 General Fund				
<u>Neighborhood & Family Services</u>				
<u>Public Works</u>				
Field Operations Administration				
Administrative Assistant	0.00	0.00	1.00	1.00
Field Operations Assistant Director	0.00	0.00	1.00	1.00
Fleet Services Coordinator	0.00	0.00	1.00	1.00
Water Resources Director	0.00	0.00	0.25	0.25
Total Field Operations Administration	0.00	0.00	3.25	3.25
Total Public Works	0.00	0.00	3.25	3.25
Total General Fund	345.00	335.40	320.65	320.18
Special Revenue				
201 Highway User Revenue Fund				
<u>Field Operations</u>				
Streets				
Equipment Operator	5.00	5.00	0.00	0.00
Maintenance Worker	5.00	3.00	0.00	0.00
Pavement Management Technician	1.00	0.00	0.00	0.00
Senior Equipment Operator	2.00	1.00	0.00	0.00
Street Maintenance Supervisor	1.00	1.00	0.00	0.00
Total Streets	14.00	10.00	0.00	0.00
Total Field Operations	14.00	10.00	0.00	0.00
<u>Development Services & Engineering</u>				
Engineering				
Pavement Management Technician	0.00	1.00	1.00	1.00
Total Engineering	0.00	1.00	1.00	1.00
Traffic Engineering				
Assistant Traffic Engineer	1.00	1.00	1.00	1.00
Signal Technician	1.00	1.00	1.00	1.00
Streetlight Technician	2.00	2.00	2.00	2.00
Traffic Operations Supervisor	1.00	1.00	1.00	1.00
Traffic Operations Technician	2.00	2.00	2.00	2.00
Total Traffic Engineering	7.00	7.00	7.00	7.00
Total Development Services & Engineering	7.00	8.00	8.00	8.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
201 Highway User Revenue Fund				
<u>Public Works</u>				
Streets				
Equipment Operator	0.00	0.00	5.00	5.00
Field Operations Crew Leader	0.00	0.00	1.00	1.00
Maintenance Worker	0.00	0.00	2.00	2.00
Street Maintenance Supervisor	0.00	0.00	1.00	1.00
Total Streets	0.00	0.00	9.00	9.00
Total Public Works	0.00	0.00	9.00	9.00
202 Senior Nutrition				
<u>Parks, Recreation & Libraries</u>				
Congregate Meals				
Cook	1.50	1.50	1.00	0.80
Recreation Specialist	0.25	0.00	0.00	0.00
Senior Center Aide	0.75	0.75	0.75	0.75
Total Congregate Meals	2.50	2.25	1.75	1.55
Home Delivered Meals				
Cook	0.50	0.50	1.00	1.20
HDM Driver	1.00	1.00	0.50	0.50
Total Home Delivered Meals	1.50	1.50	1.50	1.70
MCSO				
Recreation Specialist	0.75	0.00	0.00	0.00
Senior Center Aide	0.25	0.25	0.25	0.25
Total MCSO	1.00	0.25	0.25	0.25
Total Parks, Recreation & Libraries	5.00	4.00	3.50	3.50
203 Community Action Program				
<u>Neighborhood & Family Services</u>				
Community Action Program				
Community Outreach Specialist	0.00	0.00	0.00	0.47
Neighborhood Outreach Coordinator	1.00	0.00	0.00	0.00
Social Services Coordinator	2.00	2.00	2.00	2.00
Total Community Action Program	3.00	2.00	2.00	2.47
Total Neighborhood & Family Services	3.00	2.00	2.00	2.47
205 Home Grant				
<u>Neighborhood & Family Services</u>				
CDBG Program Manager	0.00	0.00	0.07	0.00
Total Neighborhood & Family Services	0.00	0.00	0.07	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
209 Other Grants				
<u>Neighborhood & Family Services</u>				
NSP3				
CDBG Program Manager	0.00	0.00	0.00	0.22
Total NSP3	0.00	0.00	0.00	0.22
NSP Home Buyer Assistance Grant				
CDBG Program Manager	0.00	0.30	0.00	0.10
Total NSP Home Buyer Assistance Gran	0.00	0.30	0.00	0.10
Total Neighborhood & Family Services	0.00	0.30	0.00	0.32
215 Transit Fund				
<u>City Administration</u>				
Transit Operations				
Management Assistant	1.00	0.00	0.00	0.00
Total Transit Operations	1.00	0.00	0.00	0.00
Total City Administration	1.00	0.00	0.00	0.00
<u>Community Relations</u>				
Transit Operations				
Management Assistant	0.00	1.00	1.00	1.00
Total Transit Operations	0.00	1.00	1.00	1.00
Total Community Relations	0.00	1.00	1.00	1.00
225 Voca Crime Victim Advocate				
<u>Police</u>				
Police - Victims' Rights Program				
Crime Victim Advocate	1.00	1.00	1.00	1.00
Total Police - Victims' Rights Program	1.00	1.00	1.00	1.00
Total Police	1.00	1.00	1.00	1.00
227 Court Payments				
<u>City Court</u>				
Court Security				
Court Security Officer	0.00	0.80	0.80	0.80
Total Court Security	0.00	0.80	0.80	0.80
Total City Court	0.00	0.80	0.80	0.80

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
229 Regional Family Advocacy				
<u>Police</u>				
Police - Family Advocacy Center				
Administrative Assistant	0.00	0.00	1.00	1.00
Administrative Secretary	1.00	1.00	0.00	0.00
FAC Manager	1.00	1.00	1.00	1.00
IT Desktop Technician II	1.00	0.00	0.00	0.00
IT Systems Administrator	0.00	0.80	0.80	0.80
Total Police - Family Advocacy Center	3.00	2.80	2.80	2.80
Total Police	3.00	2.80	2.80	2.80
235 Public Safety Dedicated Sales Tax				
<u>Police</u>				
Police - Administration				
Internal Affairs Investigator	1.00	0.00	0.00	0.00
Total Police - Administration	1.00	0.00	0.00	0.00
Police - Communications				
Public Safety Dispatcher	2.00	0.00	0.00	0.00
Total Police - Communications	2.00	0.00	0.00	0.00
Police - Records				
Police Records Clerk	1.00	0.00	0.00	0.00
Police Records Supervisor	1.00	0.00	0.00	0.00
Total Police - Records	2.00	0.00	0.00	0.00
Police - Traffic				
Police Officer	5.00	5.00	5.00	5.00
Police Sergeant	1.00	1.00	1.00	1.00
Total Police - Traffic	6.00	6.00	6.00	6.00
Police - Detention Services				
Detention Officer	3.00	3.00	3.00	3.00
Total Police - Detention Services	3.00	3.00	3.00	3.00
Police - Patrol				
Community Service Officer	1.00	1.00	1.00	1.00
Police Lieutenant	2.00	2.00	2.00	2.00
Police Officer	16.00	16.00	16.00	16.00
Police Traffic Program Coordinator	1.00	0.00	0.00	0.00
Total Police - Patrol	20.00	19.00	19.00	19.00
Police - Investigations				
Police Officer	2.00	2.00	2.00	2.00
Total Police - Investigations	2.00	2.00	2.00	2.00
Total Police	36.00	30.00	30.00	30.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
235 Public Safety Dedicated Sales Tax				
<u>City Court</u>				
Court				
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk I	2.00	1.00	1.00	1.00
Court Collections Specialist	1.00	1.00	0.00	0.00
Total Court	4.00	3.00	2.00	2.00
Total City Court	4.00	3.00	2.00	2.00
<u>Fire</u>				
Fire - Community Services				
Fire Marshall/Division Chief	1.00	0.00	0.00	0.00
Total Fire - Community Services	1.00	0.00	0.00	0.00
Fire - Professional Development				
Training Officer/Division Chief	1.00	0.00	0.00	0.00
Total Fire - Professional Development	1.00	0.00	0.00	0.00
Fire - Intervention Services				
Battalion Chief	1.00	1.00	1.00	1.00
Fire Captain	4.00	4.00	3.00	3.00
Fire Engineer	3.00	3.00	4.00	4.00
Firefighter	9.00	9.00	8.00	8.00
Total Fire - Intervention Services	17.00	17.00	16.00	16.00
Total Fire	19.00	17.00	16.00	16.00
240 CDBG				
<u>Neighborhood & Family Services</u>				
CDBG Program Manager	1.00	0.70	0.93	0.68
Total Neighborhood & Family Services	1.00	0.70	0.93	0.68
247 ARRA Fund				
<u>Police</u>				
Police - COPS Hiring ARRA				
Police Officer	0.00	6.00	5.00	5.00
Total Police - COPS Hiring ARRA	0.00	6.00	5.00	5.00
Total Police	0.00	6.00	5.00	5.00
Total Special Revenue	94.00	86.60	82.10	82.57

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
Enterprise				
501 Water Operations				
<u>Water Resources</u>				
Water Distribution				
Cross Connection Control Specialist	1.00	0.00	0.00	0.00
Customer Service Technician	0.00	1.00	0.00	0.00
Customer Service Worker	0.00	2.00	0.00	0.00
Lead Water Resources Operator	0.00	1.00	0.00	0.00
Operation and Service Manager - Water Distribution	1.00	0.00	0.00	0.00
Preventative Maintenance Technician	1.00	1.00	0.00	0.00
Senior Utility Customer Service Worker	1.00	0.00	0.00	0.00
Senior Utility Operator	3.00	0.00	0.00	0.00
Senior Water Resources Operator	0.00	3.00	0.00	0.00
Utility Customer Service Worker	6.00	0.00	0.00	0.00
Utility Operator	7.00	0.00	0.00	0.00
Water / Well Production Supervisor	1.00	0.00	0.00	0.00
Water Distribution Supervisor	0.00	1.00	0.00	0.00
Water Quality Specialist	1.00	0.00	0.00	0.00
Water Resources Operator	0.00	6.00	0.00	0.00
Total Water Distribution	22.00	15.00	0.00	0.00
Water Administration				
Administrative Secretary	0.50	0.00	0.00	0.00
Senior Administrative Clerk	0.50	0.50	0.00	0.00
Water Operations Superintendent	1.00	1.00	0.00	0.00
Water Quality & Regulatory Compliance Manager	0.50	0.00	0.00	0.00
Water Resources Assistant Director	0.50	0.50	0.00	0.00
Water Resources Director	0.50	0.50	0.00	0.00
Water Resources Project Manager	1.00	0.50	0.00	0.00
Total Water Administration	4.50	3.00	0.00	0.00
GIS and Land Services				
GIS Analyst	1.00	1.00	0.00	0.00
GIS Manager	1.00	1.00	0.00	0.00
GIS/GPS Technician II	1.00	1.00	0.00	0.00
Utility Location Specialist	1.00	1.00	0.00	0.00
Total GIS and Land Services	4.00	4.00	0.00	0.00
Water Conservation and Education Specialist	1.00	1.00	0.00	0.00
Water Resources Coordinator	1.00	1.00	0.00	0.00
Water Resources Manager	1.00	0.00	0.00	0.00
Water Resources Planning Manager	0.00	1.00	0.00	0.00
Total Water Resources	3.00	3.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
501 Water Operations				
<u>Water Resources</u>				
Water Quality				
Cross Connection Control Specialist	0.00	1.00	0.00	0.00
Water Quality & Regulatory Compliance Manager	0.00	1.00	0.00	0.00
Water Quality Specialist	0.00	1.00	0.00	0.00
Total Water Quality	0.00	3.00	0.00	0.00
Wetlands Treatment				
Senior Water Recharge & Wetlands Operator	1.00	1.00	0.00	0.00
Water Recharge & Wetlands Operator	2.00	2.00	0.00	0.00
Total Wetlands Treatment	3.00	3.00	0.00	0.00
Water Production				
Senior Water Resources Mechanic	0.00	2.00	0.00	0.00
Utility Maintenance Mechanic	2.00	0.00	0.00	0.00
Utility Maintenance Technician	2.00	0.00	0.00	0.00
Water / Well Production Supervisor	0.00	1.00	0.00	0.00
Water Production Foreman	1.00	0.00	0.00	0.00
Water Resources Mechanic	0.00	2.00	0.00	0.00
Water Treatment Operator	1.00	1.00	0.00	0.00
Total Water Production	6.00	6.00	0.00	0.00
Total Water Resources	42.50	37.00	0.00	0.00
<u>Public Works</u>				
Water Distribution				
Customer Service Technician	0.00	0.00	1.00	1.00
Customer Service Worker	0.00	0.00	2.00	0.00
Lead Water Resources Operator	0.00	0.00	1.00	1.00
Preventative Maintenance Technician	0.00	0.00	1.00	1.00
Senior Water Resources Operator	0.00	0.00	3.00	2.00
Water Distribution Supervisor	0.00	0.00	1.00	1.00
Water Operations Superintendent	0.00	0.00	0.50	0.50
Water Resources Operator	0.00	0.00	6.00	7.00
Water Resources Superintendent	0.00	0.00	0.00	0.25
Total Water Distribution	0.00	0.00	15.50	13.75

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
501 Water Operations				
Public Works				
Water Administration				
Administrative Assistant	0.00	0.00	0.50	0.00
Executive Assistant	0.00	0.00	0.00	0.50
Senior Administrative Clerk	0.00	0.00	0.00	1.00
Water Resources Assistant Director	0.00	0.00	0.50	0.50
Water Resources Director	0.00	0.00	0.38	0.38
Water Resources Project Manager	0.00	0.00	0.50	1.00
Total Water Administration	0.00	0.00	1.88	3.38
GIS and Land Services				
GIS Analyst	0.00	0.00	1.00	1.00
GIS Manager	0.00	0.00	0.00	1.00
GIS/GPS Technician II	0.00	0.00	1.00	1.00
Utility Location Specialist	0.00	0.00	1.00	1.00
Total GIS and Land Services	0.00	0.00	3.00	4.00
Water Resources				
Water Conservation and Education Specialist	0.00	0.00	1.00	0.00
Water Resources Coordinator	0.00	0.00	1.00	0.00
Water Resources Manager	0.00	0.00	1.00	1.00
Total Water Resources	0.00	0.00	3.00	1.00
Water Quality				
Cross Connection Control Specialist	0.00	0.00	1.00	1.00
Water Conservation and Education Specialist	0.00	0.00	0.00	1.00
Water Quality & Regulatory Compliance Manager	0.00	0.00	1.00	1.00
Water Quality Specialist	0.00	0.00	1.00	1.00
Total Water Quality	0.00	0.00	3.00	4.00
Wetlands Treatment				
Senior Water Recharge & Wetlands Operator	0.00	0.00	1.00	1.00
Water Recharge & Wetlands Operator	0.00	0.00	2.00	2.00
Total Wetlands Treatment	0.00	0.00	3.00	3.00
Water Production				
Senior Water Resources Mechanic	0.00	0.00	2.00	2.00
Water Operations Superintendent	0.00	0.00	0.50	0.50
Water Resources Mechanic	0.00	0.00	2.00	2.00
Water Resources Superintendent	0.00	0.00	0.00	0.25
Water Treatment Operator	0.00	0.00	1.00	1.00
Water/Well Production Supervisor	0.00	0.00	1.00	1.00
Total Water Production	0.00	0.00	6.50	6.75
Total Public Works	0.00	0.00	35.88	35.88

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
503 Sewer Operations				
<u>Water Resources</u>				
Wastewater Collection				
Operations and Service Manager - Collections	1.00	0.00	0.00	0.00
Senior Utility Operator	2.00	0.00	0.00	0.00
Senior Water Resources Operator	1.00	3.00	0.00	0.00
Utility Operator	2.00	0.00	0.00	0.00
Wastewater Collection Supervisor	0.00	1.00	0.00	0.00
Water Resources Mechanic	1.00	1.00	0.00	0.00
Water Resources Operator	1.00	2.00	0.00	0.00
Water Resources Superintendent	0.00	0.50	0.00	0.00
Total Wastewater Collection	8.00	7.50	0.00	0.00
Wastewater Administration				
Administrative Secretary	0.50	0.00	0.00	0.00
Senior Administrative Clerk	0.50	0.50	0.00	0.00
Water Quality & Regulatory Compliance Manager	0.50	0.00	0.00	0.00
Water Resources Assistant Director	0.50	0.50	0.00	0.00
Water Resources Director	0.50	0.50	0.00	0.00
Water Resources Project Manager	1.00	0.50	0.00	0.00
Total Wastewater Administration	3.50	2.00	0.00	0.00
Water Reclamation Facility				
Chief Wastewater Plant Operator	1.00	0.00	0.00	0.00
Pretreatment and Laboratory Coordinator	1.00	1.00	0.00	0.00
Senior Water Resources Mechanic	1.00	1.00	0.00	0.00
Utility Maintenance Mechanic	1.00	0.00	0.00	0.00
Wastewater Treatment Plant Operator	4.00	0.00	0.00	0.00
Water Reclamation Supervisor	0.00	1.00	0.00	0.00
Water Resources Mechanic	1.00	2.00	0.00	0.00
Water Resources Operator	0.00	4.00	0.00	0.00
Water Resources Superintendent	0.00	0.50	0.00	0.00
Total Water Reclamation Facility	9.00	9.50	0.00	0.00
Total Water Resources	20.50	19.00	0.00	0.00
<u>Public Works</u>				
Wastewater Collection				
Operations and Service Manager - Collections	0.00	0.00	1.00	1.00
Senior Water Resources Operator	0.00	0.00	3.00	3.00
Water Resources Mechanic	0.00	0.00	1.00	1.00
Water Resources Operator	0.00	0.00	2.00	2.00
Water Resources Superintendent	0.00	0.00	0.50	0.25
Total Wastewater Collection	0.00	0.00	7.50	7.25

Schedule of Authorized Positions

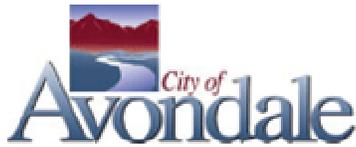
Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
503 Sewer Operations				
<u>Public Works</u>				
Wastewater Administration				
Administrative Assistant	0.00	0.00	0.50	0.00
Executive Assistant	0.00	0.00	0.00	0.50
Water Resources Assistant Director	0.00	0.00	0.50	0.50
Water Resources Director	0.00	0.00	0.37	0.37
Water Resources Project Manager	0.00	0.00	0.50	0.00
Total Wastewater Administration	0.00	0.00	1.87	1.37
Water Reclamation Facility				
Pretreatment and Laboratory Coordinator	0.00	0.00	1.00	1.00
Senior Water Reclamation Facility Operator	0.00	0.00	1.00	1.00
Senior Water Resource Mechanic	0.00	0.00	1.00	1.00
Utility Maintenance Mechanic	0.00	0.00	1.00	1.00
Wastewater Treatment Plant Operator	0.00	0.00	4.00	2.00
Water Reclamation Facility Mechanic	0.00	0.00	0.00	1.00
Water Reclamation Facility Operator	0.00	0.00	0.00	2.00
Water Reclamation Facility Supervisor	0.00	0.00	0.00	1.00
Water Resources Mechanic	0.00	0.00	1.00	0.00
Water Resources Superintendent	0.00	0.00	0.50	0.25
Total Water Reclamation Facility	0.00	0.00	9.50	10.25
Total Public Works	0.00	0.00	18.87	18.87
520 Sanitation				
<u>Field Operations</u>				
Solid Waste				
Equipment Operator	10.00	9.00	0.00	0.00
Senior Equipment Operator	2.00	2.00	0.00	0.00
Service Assistant	1.00	1.00	0.00	0.00
Solid Waste Supervisor	1.00	1.00	0.00	0.00
Total Solid Waste	14.00	13.00	0.00	0.00
Sanitation-Uncontained				
Equipment Operator	1.00	1.00	0.00	0.00
Senior Equipment Operator	3.00	2.00	0.00	0.00
Total Sanitation-Uncontained	4.00	3.00	0.00	0.00
Recycling Education and Enforcement				
Solid Waste Inspector	1.00	1.00	0.00	0.00
Solid Waste Inspector/Coordinator	1.00	1.00	0.00	0.00
Total Recycling Education and Enforce	2.00	2.00	0.00	0.00
Total Field Operations	20.00	18.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
520 Sanitation				
<u>Public Works</u>				
Solid Waste				
Equipment Operator	0.00	0.00	10.00	10.00
Senior Equipment Operator	0.00	0.00	2.00	2.00
Solid Waste Supervisor	0.00	0.00	1.00	1.00
Total Solid Waste	0.00	0.00	13.00	13.00
Sanitation-Uncontained				
Equipment Operator	0.00	0.00	1.00	1.00
Field Operations Crew Leader	0.00	0.00	1.00	1.00
Senior Equipment Operator	0.00	0.00	1.00	1.00
Total Sanitation-Uncontained	0.00	0.00	3.00	3.00
Recycling Education and Enforcement				
Solid Waste Inspector	0.00	0.00	1.00	1.00
Solid Waste Inspector/Coordinator	0.00	0.00	1.00	1.00
Total Recycling Education and Enforce	0.00	0.00	2.00	2.00
Total Public Works	0.00	0.00	18.00	18.00
Total Enterprise	83.00	74.00	72.75	72.75
Internal Service				
605 Risk Management Fund				
<u>City Administration</u>				
Risk Management Operations				
Risk Management Claims Analyst	1.00	1.00	1.00	1.00
Risk Manager	1.00	1.00	1.00	1.00
Total Risk Management Operations	2.00	2.00	2.00	2.00
Total City Administration	2.00	2.00	2.00	2.00
606 Fleet Services Fund				
<u>Field Operations</u>				
Fleet Services				
Automotive Equipment Mechanic	5.00	4.00	0.00	0.00
Equipment Parts Specialist	1.00	1.00	0.00	0.00
Fleet Services Supervisor	1.00	1.00	0.00	0.00
Public Safety Equipment Mechanic	1.00	0.00	0.00	0.00
Total Fleet Services	8.00	6.00	0.00	0.00
Total Field Operations	8.00	6.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2008-2009	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012
606 Fleet Services Fund				
<u>Public Works</u>				
Fleet Services				
Automotive Equipment Mechanic	0.00	0.00	4.00	4.00
Equipment Parts Specialist	0.00	0.00	1.00	1.00
Fleet Services Supervisor	0.00	0.00	1.00	1.00
Total Fleet Services	0.00	0.00	6.00	6.00
Total Public Works	0.00	0.00	6.00	6.00
Total Internal Service	10.00	8.00	8.00	8.00
Total Authorized Full-Time Equivalents	532.00	504.00	483.50	483.50



CITY COUNCIL REPORT

SUBJECT:

Memorandum of Understanding between the City of Avondale and IAFF Local 3924

MEETING DATE:

May 16, 2011

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The International Association of Firefighters (IAFF) Local 3924 and the City of Avondale have developed an inaugural Memorandum of Understanding (MOU) pursuant to Avondale Ordinance 1323-808 as approved by the Mayor and Council on August 8, 2008. This Memorandum of Understanding is presented to the Mayor and City Council for approval.

BACKGROUND:

The International Association of Firefighters (IAFF) 3924 seeks to represent all sworn firefighters employed by the City of Avondale in the ranks of Firefighter, Engineer and Captain. In 2008 Ordinance 1323-808 was adopted by Council that laid out an orderly process that began with 12 months of "Meet and Discuss" after which the IAFF Local 3924 could begin the process of recognition under "Meet and Confer". Health Care issues were expressly excluded from the discussion process and from negotiations.

The Ordinance states that items with budgetary impact shall be submitted between September 15 and October 15 for the following Budget Year. The Employee Group did not submit any issues for consideration during that timeframe. Their first submittal was in December 2010 and included a number of items with significant budgetary impacts. However, City management offered to act in good faith and "meet and confer" with IAFF 3924 over non-monetary issues so that a foundation document could be established effective July 1, 2011. The Administration asked that the Employee Group also act in good faith to respect the limited scope of these negotiations.

The Draft Memorandum of Understanding is a foundation document that memorializes current wages and clarifies pay practices. However, there were issues explored during these good faith negotiations that will have ancillary budgetary impacts. These issues were discussed with all levels of management and some, but not all, of these items are incorporated into the Draft MOU after they were deemed acceptable by management.

DISCUSSION:

The "meet and confer" negotiations were concluded and a draft Memorandum of Understanding was distributed to all parties on May 4, 2011. The Draft MOU was reviewed by Personnel Counsel prior to its being distributed. The IAFF Local 3924 called a special meeting to discuss this inaugural MOU with their membership and seek ratification the week of May 9, 2011. The MOU provides a foundation document for the future. During this initial "meet and confer" process the administration and the IAFF representatives worked collaboratively to understand the issues, see the other's perspective and find agreements. The items that have cost impacts and represent a change from current practice are:

1. Section 4.8 Unit members move up pay will take effect after 12 hours, currently unit members have to fill in for a full 24 hours
2. Section 4.7: Full shift pay is granted if a unit member is called in after 7 AM and arrives within two hours
3. Section 4.5: Sick leave is counted as hours worked to meet the FLSA minimum in pay cycles of 120 hours
4. Section 4.6: Bereavement and Civic Duty are counted as hours worked
5. Section 4.9: A unit member's leave accruals will not be converted from 56 hour to 40 hour rates if the unit member works less than one year in the 40 hour capacity

There were issues that the Employee Group wanted as assurances, some of which are unlikely events. They were:

1. Section 9.1: Confidentiality of Medical Records associated with the annual physical
2. Section 5.1: Practice of using Absence with Relief (AWR) would continue
3. Section 7.1: In a Fiscal Crisis any layoff of unit members would be in reverse order of hire with a preference for rehire over new recruits
4. Section 4.5: Any pay or benefits approved by Council for other employee groups for FY 2011-2012 would also apply to unit members
5. Section 8.4: If vacation sell back is suspended AND a unit member is denied use of vacation leave due to staffing limitations, then the 336 hour cap on vacation would be waived for one year

The administration's desire to protect its management rights was a focal point of discussions, particularly with respect to the Article 14 Breach of the MOU. It was helpful to all parties to clearly document a variety of timekeeping issues including converting a 56 hour employee to a 40 hour employee. The balance of the MOU documents many existing practice such as the use of on call for non-exempt 40 hour employee and the annual retreat & rewards banquet budget.

BUDGETARY IMPACT:

Finance and Budget staff have estimated the cost impact of the proposed MOU at approximately \$109,672, mainly in additional overtime hours resulting from the change in hours to be used for purposes of computing overtime. There could be additional overtime costs due to the minimum staffing requirements, which are difficult to estimate because it depends on both scheduled and unscheduled leave utilization.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding between the City of Avondale and IAFF Local 3924 effective July 1, 2011.

ATTACHMENTS:

Click to download

 [Memorandum of Understanding](#)

 [Cost Analysis Worksheet](#)

Memorandum of Understanding

Entered into between the City of Avondale and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924, effective July 1, 2011 – June 30, 2012

Adopted by the Avondale City Council on May 16, 2011

This Memorandum of Understanding is entered into between the City of Avondale and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924.

WHEREAS: the parties, through their designated representatives met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding the full and entire understanding of the parties mutual agreement concerning wages and hours as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

WHEREAS: the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between Avondale and its employees; and

WHEREAS: the parties hereby acknowledge that the provisions of the Memorandum are not intended to abrogate the authority and responsibility of Avondale as a government entity provided for under the statues of the State of Arizona, code or ordinance of Avondale:

NOW THEREFORE, Avondale and the Employee Organization having reached this complete agreement concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this Memorandum to the Mayor and the City Council of Avondale with their joint recommendation that the body adopt its terms.

ARTICLE 1

RIGHTS OF EMPLOYEES AND EMPLOYEE ORGANIZATION

Section 1.1 Recognition & Employee Organization Rights

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Employee Organization as the official and exclusive representative for the purpose of "Meet and Confer" and with respect to wages and hours as defined by the Ordinance, for all employees who are represented by the Employee Organization as described below:

Fire Employee Group - All full-time sworn regular, non-probationary, City firefighters, and all classifications up to and including the rank of Captain will be referred to as unit members.

- B. Employee representatives will be released from duty with full pay to participate with the City Management Team with prior notification to their supervisor.
- C. Employee representatives who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for any purpose, including computing overtime and compensatory time.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance and this Memorandum for the term of the Memorandum.
- B. The Employee Organization shall represent all of the employees in the unit fairly and equally without regard to whether or not an employee is a member of the Employee Organization. An unrepresented employee can object to Union representation if he or she desires.

Section 1.3 Membership Dues Deductions

- A. The City will develop a payroll deduction process whereas it will deduct an amount specified in writing by the employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. The Employee Organization reserves the right during the term of this Memorandum of Understanding to increase the amount withheld for all employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected employee.
- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a represented employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.

C. Employees may initiate, discontinue or amend union payroll deductions by written authorization at any time during the term of the Memorandum of Understanding. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.

**Article 2
Management Rights**

Section 2.1 Management Rights

The City and City Manager are entitled to all rights as provided by the Ordinance and this Memorandum for the term of the memorandum. The provisions in the Ordinance dealing with management rights are reincorporated fully here by reference.

**ARTICLE 3
PROHIBITION OF STRIKES AND WORK INTERRUPTIONS**

Section 3.1 No Strike, No Lock-Out

Strikes, lock outs and related employment actions as defined in the Ordinance are prohibited and shall be subject to discipline as specified in the Ordinance.

**ARTICLE 4
EMPLOYEE COMPENSATION & HOURS OF WORK**

Section 4.1 Base Rate of Pay

The positions represented by this Memorandum of Understanding are Firefighter, Fire Engineer and Fire Captain. Each position has an established pay range with a minimum, mid-point and maximum base rate of pay. Movement through the range is dependent on job performance of the unit member and available funding, as determined by the City Manager and City Council., respectively. The pay ranges represent the base rate or unit member's hourly pay excluding any specialty pay.

Non-Exempt Firefighter Pay Ranges

		Minimum	Mid-Point	Maximum
Firefighter	Grade 51	\$14.64	\$17.90	\$21.19
Fire Engineer	Grade 55	\$18.00	\$22.04	\$26.06
Fire Captain	Grade 62	\$21.26	\$26.02	\$30.80

Section 4.2 Regular Hourly Rate

Regular Hourly Rate is a unit member's base pay plus any specialty pay that may apply and is the rate used for the purpose of computing overtime and pension contributions as required by law.

Section 4.3 Specialty Pay

Unit members are compensated with specialty pay based on the certification of special skills as follows:

Paramedic	\$2.00 per hour
Technical Rescue	\$0.92 per hour

Section 4.4 Stipend

Bi-Lingual Level III Pay	\$230 per month paid over 26 pay periods (bi-weekly) except in a Leap Year
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Section 4.5 Pay rates

Unit members' regular hourly rate of pay for fiscal year 2011/2012 shall remain the same as is in effect on June 30, 2011. No salary increase will be given for the 2011/2012 fiscal year unless approved by Council and/or other departments receive increases. In anticipation of the increases in health care costs and to help offset the burden of these increases on individual employees, the City may award a lump sum amount at the start of the fiscal year to each employee. Should the City Council decide to allocate these funds in the final FY 2011 -2012 Budget, each unit member will be awarded the same lump sum amount as every other city employee.

Section 4.6 Set Work Schedule

City Government reserves the right to establish work periods for sworn firefighters. The City has established a 14-day work period for unit members working 24 or 48 hour shifts commonly called a 56-hour work week. The set schedule of duty hours for unit members consists of rotating 48 hours on duty and 96 off duty, resulting in three different work periods which consists of 96 hours for period 1, 120 hours for period 2, and 120 hours for period 3.

Section 4.7 Overtime

Overtime calculations will be determined based upon the set schedule for the 14-day work period. The Fair Labor Standards Act (FLSA) guarantees that unit members working the 24 or 48 hour shift arrangement described above will be compensated at 1.5 times their Regular Hourly Rate of pay for regularly scheduled hours worked over 106 hours.

Vacation, Sick Leave, Civic Duty and Bereavement Leave hours taken in a 14-day work period shall not count as hours worked for the purposes of overtime except when the hours taken are needed to fulfill the employee's 120 hour work period.

The special work periods and overtime rules are only for employees who meet the statutory definition of “employees in fire protection activities”, who are trained in fire suppression, have the legal authority and responsibility to engage in fire suppression and are employed by the City’s fire department.

Section 4.8 Guaranteed Minimum Call In

If a unit member is called in after 7:00 a.m. to cover a shift and works at least 22 hours of the 24 hour shift, the unit member will receive payment for the entire 24 hours. If the unit member works less than 22 hours, the unit member will only be paid for the remaining hours of that shift worked.

Section 4.9 Move-Up Pay

A unit member will receive additional compensation for working a minimum of 12 hours to fill a position of a higher rank. To be eligible for Move-Up Pay, the member must have successfully completed the department’s Move-Up academy for the position and maintain certification by completing the required continuing training requirements. The unit member will be paid an additional 5% above their regular hourly rate of pay for time spent in a Move-Up capacity.

Move-Up Pay and status to the position of Battalion Chief shall not in any case extend beyond more than thirty days.

Section 4.10 56 to 40-Hour Positions

A unit member assigned to a 40-hour position for one year or less will not have his or her leave accruals adjusted and will not be granted a Holiday Bank. Vacation and sick leave accruals will remain at the 56 hour accrual rate, which includes holiday leave. This unit member will be treated as if he or she was still on the 56 hour schedule. Vacation and sick leave will be charged using the 1.4 conversion (1.4 hours charged for each 1.0 hour used).

A unit member assigned to a 40-hour position for more than one year will be assigned an appropriate Holiday Bank. The unit member’s vacation and sick leave accrual rates will be adjusted to the 40-hour rates, and usage will be charged as actual hours used. Unit members leave balances will not be adjusted during moves to and from 40-hour positions.

A unit member assigned to a 40-hour position will have their pay adjusted according to the conversion formula described below:

56 to 40 hour conversion factor:

1. 56 base hourly rate minus any specialty pay (if applicable)
2. Base hourly rate X conversion factor of 1.4375
3. Add back in assignment differential pay (10% BLS or 12% ALS)
4. Add back .92 for TRT if applicable
5. Add back in adjustment for paramedic pay if applicable of \$2.00

40 to 56 hour conversion factor:

The conversion of 40 to 56 hour will be the reverse of the above conversion process

Section 4.11 On Call Status

A.) A 40 hour employee on call-out status will be compensated at two (2) dollars per hour. These hours begin after the completion of the employee's scheduled workday and continue until resuming work the following workday.

1.) Reporting Pay

If a 40 hour employee on call-out status is requested to and does report to work at the designated work location in a timely fashion but no work is available upon arrival, that employee will be paid a minimum of two (2) hours at their regular hourly rate and sent home.

2.) Time Worked

Employees will not receive "call-out" pay for time worked.

3.) Overtime

Only hours actually worked (over 40 hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.

4.) No Call-Out Pay

Employees will not receive call-out pay when they are:

- On vacation leave
- On sick leave
- On Administrative Leave
- Receiving short-term disability benefits
- Receiving worker's compensation benefits
- On bereavement leave
- On an approved leave of absence
- Not available to work
- Restricted to light duty
- Restricted from performing specific work activities

B.) Criteria

Criteria for call-out pay status must meet the following:

- 1.) Thoroughly check the working status of the pager or cell phone before "call-out" status begins and maintains it in operational mode at all times;
- 2.) When notified by pager must respond and arrive at work within one (1) hour or less;
- 3.) Must arrive fully capable of performing the functions of the job;
- 4.) If an employee does not meet the criteria as defined above, he/she will forfeit the "call-out" pay from the time of the first attempt to contact him/her to the end of the "call-out" period.
- 5.) Each employee will be responsible for completing a time sheet card documenting each time he/she is on "call" and forward to his/her supervisor to approve the "call-out" time. Time sheet cards must be submitted to the supervisor by Monday morning of each week.

**ARTICLE 5
ABSENT WITH RELIEF**

Section 5.1 Absent With Relief

“Absent with Relief” (AWR) is the practice of individual Firefighters working another individual firefighter’s scheduled shift. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated.

The City is not responsible for AWR repayment or any disputes that arise between individual Firefighters. The Employee Organization also agrees not to adopt any policy that provides an employee with any undue compensation that may be considered a gift of City funds.

**ARTICLE 6
EXISTING BENEFITS**

Section 6.1

Health Care Benefits are excluded by the Ordinance from negotiations. However, such benefits will be provided to Firefighters identical to Health Care Benefits provided to every other City employee. Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

**ARTICLE 7
FISCAL CRISIS**

Section 7.1

- A. In the event that during the term of this Memorandum of Understanding the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this Memorandum of Understanding may be reopened at the direction of City Council or City Manager.

- B. If the City Manager or Council determines that a mid-year reduction in force or reduction in pay affecting the Firefighters Employee Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s). The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. A reduction in force will be implemented in reverse order of unit members’ length of active career service in the Fire Department. Any employee affected by layoff through no fault of his/her own will be eligible for re-employment with preference for rehire.

**ARTICLE 8
BENEFIT**

Section 8.1 - Sick Leave

Sick leave is an approved period of absence granted to an employee due to:

Illness, injury or other medical condition which renders the employee unable to perform the duties of the position;

Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner of an employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process or other legal dependents.

Unit members working a 56-hour work week will accrue sick leave at 5.18 hours per bi-weekly pay period. Sick leave hours shall accrue without a limit.

When unit member is promoted, demoted or transferred, he or she shall retain all accrued sick leave. Unit members will be compensated upon resignation 33.3% of accrued sick leave paid at the member's regular hourly rate of pay.

Section 8.2 – Sick Leave Pay Out for Retirement

Unit members who voluntarily retire with 10 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 250 hours at the member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.

Unit members with 20 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 500 hours at the member's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

Section 8.3 - Vacation Accruals

Unit members working a 56-hour work week do not receive a holiday bank. Holiday leave is built into their vacation leave accrual schedules. Full-time sworn firefighters working a scheduled 56-hour work week will accrue vacation as follows:

0 to 5 years	10.28 hours per pay period
5 to 10 years	11.20 hours per pay period
10 to 15 years	12.12 hours per pay period
15 years +	13.05 hours per pay period

Sworn firefighters working a set schedule 56-hour work week shall have a maximum accrual of vacation time of 336 hours. Vacation leave accumulated in excess of 336 hours as of the last day of the last pay period in the calendar year shall be forfeited, unless the City Manager authorized an

exception. Requests for an exception must be processed through Human Resources and include a plan to use the excess hours in the following calendar year.

Section 8.4 - Vacation Sell Back

Unit members are permitted to sell back vacation at the member's regular hourly rate of pay twice annually in May and November. Members desiring to sell back vacation must submit the appropriate form by the last administrative work day of April and or October. Vacation sell back checks will be issued in the last pay period of May and November. Eligible employees that wish to sell back vacation will submit a request to the department director on the "sell back form" located on the intranet. Department directors need to determine if their department is able to financially support the request. If the department's budget only can support a number of employees to receive the sell back; department directors will use seniority to determine their approval or denial of the request for sell back of vacation and finally submitted to Human Resources/Payroll for final approval and payment.

A unit member must have a balance of 96 hours within their vacation bank to sell back. Vacation sell back is subject to the overall financial condition of the City as determined by the City Manager. The vacation accrual cap will be waived for one year for a unit member who was denied vacation sell back due to fiscal constraints of the City and denied the use of vacation leave due to staffing limitations.

Section 8.5 Vacation Leave Payout

Unit members who terminate their employment with the City will be entitled to compensation for their earned and unused vacation leave at their regular rate of pay for up to a maximum accrual of 240 hours for eligible employees assigned to a 40 hour per week schedule and 336 for sworn firefighters assigned to a 56 hour per week shift assignment.

Section 8.6 Other Leaves

Bereavement Leave

Bereavement leave is provided as defined in the City's Personnel Policies. Unit members receive 56 hours of bereavement leave for immediate family members. Unit members receive 11 hours of bereavement leave for the unit member's uncle, aunt or cousin. Bereavement leave shall count as hours worked for the purposes of calculating overtime when needed to fulfill the employees set schedule.

Military Leave

Unit members who are or may become members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to a leave of absence, upon written request to the Fire Chief. The unit member shall provide the orders or authorization from the U.S. Armed Forces, National Guard or Military Reserves to the Human Resources Department prior to departure for military leave. The unit member will receive paid military leave not to exceed 336 hours in any two consecutive years.

Civic Duty Leave

A unit member shall receive civic duty leave with pay while serving as a juror, complying with a subpoena, and voting. Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee’s presence is not required for the civic duty.

General Election Day

The bi-annual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

Arrangements must be made with the supervisor prior to general Election Day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

Appearance as a Witness

A unit member who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with paid civic duty leave unless the testimony or evidence to be given relates to the employee’s own personal business.

Jury and Witness Fees

Unit members who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any payment received to the City Finance and Budget Department, except for mileage allowance or meals.

**ARTICLE 9
MEDICAL AND PHYSICAL FITNESS EXAMINATIONS**

Section 9.1 Fitness Examinations

During the term of this Memorandum of Understanding the Fire Department will schedule members for a medical and physical fitness evaluation yearly. The medical and physical fitness evaluation will be of the same design and quality as the product which is in place through the Phoenix Fire Department’s Health Center in June 2010 and in keeping with the intent of the National Fire Protection Association 1582. Disputes as to the equivalency will be determined by the Fire Chief.

Section 9.2 Records Storage

The tiered health assessment results are for the unit members’ benefit and cannot be used for any other purposes. The Employee Involvement Process may continue to discuss this tool.

Details of the medical examination will be considered confidential and will not be released to the Fire Department without the express written approval of the patient. The Fire Department will not intimidate, threaten, or take any disciplinary action against a unit member who refuses to release

his medical records. This prohibition does not apply to the Medical Physical Fitness Examination summary report or the information required by the Retirement Board.

ARTICLE 10
UNIFORMS, CLOTHING AND EQUIPMENT

Section 10.1 Uniform Allowance

The Fire Department has a budget line item that provides \$750.00 allowance per member per year for uniform and boot allowance. Clothing damaged while on duty will be replaced on a one-for-one basis.

ARTICLE 11
LABOR MANAGEMENT COMMITTEE
Employee Involvement Process (EIP)

Section 11.1 Purpose and Governance of Committee

There shall be a Labor Management Committee established with five elected executive board members from the IAFF, Local 3924 and five administrative members. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and problems.

The Committee will operate from the governing documents and policies in effect as of January 1, 2011. The Committee shall meet at mutually scheduled times.

Executive board members will not be paid for off duty time spent performing labor/management activities, but will be detailed out for such activities.

Section 11.2 Retreat Funds

Funds for the annual EIP labor/management retreat (\$7,380.00 and the awards banquet \$5,000 are in the Fire Department budget).

ARTICLE 12
HUMAN RESOURCES LIAISON

Section 12.1

The Human Resources Department will endeavor to train its employees on the unique schedules and compensation variables including the Fair Labor Standards Act as it relates to Firefighters and the Telestaff scheduling system.

As often as is practical or necessary, Human Resources will schedule meetings with the Fire Department Management, the City Manager's Office, and the Local President or his designee to discuss issues unique to the department including issues arising from this Memorandum of Understanding.

**ARTICLE 13
CLARIFICATION**

Section 13.1

In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, as outlined in Article 14, the Local President and the City Manager or designee will meet with the goal of developing a mutually agreeable clarification. Once agreed upon, the clarification will be signed by both parties and become an informational attachment to the MOU.

**ARTICLE 14
PROCEDURE FOR ALLEGED BREACH OF MOU**

Section 14.1

Before initiating the appeal process, a unit member will first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.

If the alleged breach is not resolved within ten (10) days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be timely submitted and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.

If after ten (10) days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Fire Chief. The Fire Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than ten (10) days following receipt of the written alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing the witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.

The Fire Chief or his designee will have ten (10) days to render a decision. If the alleged breach is not resolved with the Fire Chief's decision, the alleged breach will be submitted to the City Manager or his designee.

The City Manager and the President of the local union will jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within ten (10) days following the receipt of the mediator's decision. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.

ARTICLE 15
TERM AND EFFECT

Section 15.1 Term

This Memorandum shall become effective July 1, 2011 and remain in full force and effect until June 30, 2012, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

In the event there is a conflict, priority shall be given in the following order: the Ordinance, the Memorandum, the Personnel Rules, and Fire Department Operating Procedures.

Section 15.2

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may this agreement be reopened, with the exception of conditions outlined in Article 7 Fiscal Crisis.

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

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Troy P. Foster, City Attorney

City of Avondale
 Cost Analysis Worksheet
 Based on MOU

Section 4.5

Estimated Sick Hours & Estimated OT Costs

	Backfill		Total Hours	Total Cost
	Direct O/T Hours	Increased Sick Hours (20%)*		
Captain	382.43	249.34	631.77	\$ 31,554.29
Engineer	379.27	273.44	652.71	\$ 25,655.73
Firefighter	518.34	338.93	857.27	\$ 29,075.27
Totals	1,280.04	861.71	2,141.76	\$ 86,285.28

Estimated Increase in Vacation Sell Back Due to shift in leave \$ 18,189.98
 from Vacation to Sick (10%)

Total Estimated Cost of Section 4.5 \$ 104,475.26

Section 4.6

Estimated Bereavement/Civic Duty

Total O/T Hours 112.00 \$ 3,065.52

Section 4.7

Estimated cost of full shift pay

Cost cannot be determined. No data in payroll records.

Section 4.8

Estimated Cost of 12 Hour Assignments (Temporary Assignment Pay) \$ 2,130.01

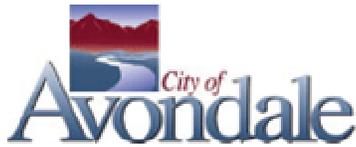
Section 4.9

Estimated Cost of leave accruals not being converted from 56 to 40 hour work week.

Cost cannot be determined - number of converted shifts unknown.
 Potential for either increased overtime or vacation sell back.

Estimated Total Cost of Policy Changes \$ 109,670.79

*Assumes absence is filled by employee on overtime of equal grade.



DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Resolution 2971-511 –
Coldwater Industrial Minor General Plan
Amendment (PL-11-0017)

MEETING DATE:
May 16, 2011

TO: Mayor and Council
FROM: Sue McDermott, Development Services Director/City Engineer (623) 333-4211
THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Adoption of Resolution 2971-511, amending the General Plan Land Use Map designation of property from Freeway Commercial to Employment.

PARCEL SIZE: Approximately 4.26 acres

LOCATION: Approximately 690 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way (Exhibits A, B, C, and D)

APPLICANT: Mr. Jack Gilmore, Gilmore Parsons Design Group (602) 266-5622

OWNER: Coldwater Industrial, LLC (602) 994-7575

BACKGROUND:

The City Council adopted the General Plan on June 17, 2002 and it was subsequently ratified by the voters on September 10, 2002. A significant component of the General Plan document is the Land Use Map, which illustrates Avondale's vision regarding the types of uses and densities desired in future development and redevelopment. In total, the 2002 General Plan Land Use Map utilizes 12 land use categories to ensure an appropriate balance of development occurs throughout the City.

The current General Plan Land Use Map identifies the subject property as Freeway Commercial (Exhibit A). Per the approved General Plan, the Freeway Commercial designation is intended to accommodate intense uses of the I-10 corridor, such as regional retail, family entertainment, and office uses. In order to accommodate these high intensity uses, it is assumed that properties that have a Freeway Commercial designation will benefit from excellent freeway exposure and easy vehicular access from major arterial roadways. The property is not included within the boundaries of the Freeway Corridor Specific Plan.

The subject property is located north of Van Buren Street on Eliseo C. Felix Jr. Way, an industrial collector roadway that ends approximately 175 feet north of the northern property line. Industrial collectors are relatively narrow streets not designed to accommodate heavy traffic generated by intense uses. There are no plans to widen Eliseo C. Felix Jr. Way north of Van Buren Street because of its limited connectivity to the City's roadway network.

The uses and current zoning of the surrounding properties are as follows:

- **SOUTH:** An Arizona Department of Transportation Motor Vehicle Division branch office. No vehicle testing or emissions services are offered at this location. The property is zoned C-2 (Community Commercial) and is designated as Freeway Commercial on the General Plan

Land Use Map.

- **WEST:** The rear service area of the Coldwater Plaza Shopping Center. The major tenant buildings within Coldwater Plaza front onto Dysart Road and include Sam's Club and Home Depot. The shopping center is zoned C-2 and is designated as Freeway Commercial on the General Plan Land Use Map.
- **NORTH:** A large retention basin serving the Coldwater Plaza retail development to the west and a City of Avondale well site. The properties to the north are zoned C-2 (Community Commercial) and are designated as Freeway Commercial on the General Plan Land Use Map.
- **EAST:** The subject property is bordered on the east by two separate developments. Nina Construction, an outdoor contractor's storage yard and affiliated offices, is located directly across Eliseo C. Felix Jr. way from the northern half of the subject property. An office building used by the Littleton Elementary School District/Agua Fria High School District's administration is located directly across Van Buren Street from the southern half of the subject property. Both developments are designated as Employment on the General Plan Land Use Map.

Additionally, the property is located approximately 2,000 feet from the nearest point of Interstate 10. Because of this near half-mile separation, there is very limited visibility into the property from the perspective of the eastbound traveler on I-10, and no visibility from the perspective of the westbound traveler.

SUMMARY OF REQUEST:

The applicant is requesting to amend the land use designation for the two subject parcels from Freeway Commercial to Employment (Exhibit J). The Employment classification encourages uses that provide employment opportunities, such as general office and industrial uses. Development in accordance with the Employment designation may include a screened outdoor storage component; however, all other activities must be conducted within enclosed buildings.

Amendments to the General Plan are classified as major or minor amendments. This request is a minor amendment because it is not located within the boundaries of a specific plan and involves less than 40 acres. Unlike Major General Plan Amendments, minor amendments may be considered by the Planning Commission and City Council throughout the calendar year according to the regularly scheduled process, which includes proper notification, a neighborhood meeting, a public hearing before the Planning Commission, and a public hearing before the City Council.

The applicant has submitted a rezoning request, contingent on this minor General Plan amendment, to change the zoning from C-2 (Community Commercial) to A-1 (General Industrial). This will be considered as a separate item (PL-10-0133). The applicant has indicated that, following the minor General Plan amendment and rezoning, the property will be marketed to small and medium sized companies looking for build-to-suit property zoned to accommodate light industrial uses.

PARTICIPATION:

The applicant has conducted two neighborhood meetings for this project.

The first neighborhood meeting was held on Thursday, January 27th at 6:00 P.M. in City Hall's Mojave Conference Room and focused on the Rezoning request. The meeting was advertised in the January 11, 2011 edition of the West Valley View. The property was posted on January 10, 2011. Additionally, 24 property owners within 500 feet of the subject property were notified of the meeting by letters sent on January 11, 2011. In a letter submitted to the Planning Division prior to the meeting, joint owners of the reception hall located to the southeast of the subject property expressed concerns about potential noise and/or dust produced by a future industrial use, as well as aesthetic concerns over the quality of future landscaping and screening of outdoor storage (Exhibit F). The applicant contacted the concerned citizens to encourage them to attend the neighborhood meeting,

however they did not attend. One interested citizen attended the neighborhood meeting, a representative of the adjacent Agua Fria Union High School District. According to the applicant's summary (Exhibit G), the school district representative did vocalize any concerns over the proposal.

Prior to the second neighborhood meeting, the applicant again contacted the concerned business owners and discussed their concerns in detail. The applicant provided a written summary of the conversation (Exhibit H), which indicates that the existing business owners will be receptive of industrial development on the subject property if landscaping, architecture, and site design match the quality of surrounding developments. Because the City has adopted new, stricter design and landscaping standards since the surrounding developments were constructed, staff believes new development on the subject property will exceed the quality of development existing in the area.

The second neighborhood meeting was held on Wednesday, March 9th at 6:00 P.M. in City Hall's Ocotillo Conference Room and focused on both the General Plan Amendment and Rezoning requests. The meeting was advertised in the February 22, 2011 edition of the West Valley View. The sign was updated to reflect the date and time of the meeting on February 21, 2011. Again, 24 property owners within 500 feet of the subject property were notified of the meeting by letters sent on February 22, 2011. No interested parties attended this second neighborhood meeting (Exhibit I).

A notice of the April 21st Planning Commission hearing was published in the West Valley View on April 5, 2011. On March 22nd, the sign was updated to reflect the date and time of the Planning Commission meeting. On April 4th, letters were mailed to the 24 property owners whose parcels were located within 500 feet of the subject property. No interested parties spoke on this item at the meeting.

A notice of this City Council hearing was published in the West Valley View on April 26, 2011. On April 28th, the sign was updated to reflect the date and time of the City Council meeting. On April 22nd, letters were mailed to the 24 property owners whose parcels were located within 500 feet of the subject property. No additional comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on April 21, 2011, and voted 5-0 to recommend approval of this request with no stipulations (Exhibit K).

Chairman Long and Commissioner Carrillo were excused from the meeting.

ANALYSIS:

The City Council must determine that the proposed amendment meets four findings prior to approving a General Plan Amendment request. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.

- The General Plan shows several areas for future employment within the City. However, not all of these existing employment areas are appropriate for General Industrial Use due to their more prominent locations visible from I-10.
- The Employment area along Eliseo C. Felix Jr. Way is being developed as the primary general industrial and warehousing area in the City. The proposed minor General Plan amendment will extend the Employment designation that currently exists along the east side Eliseo C. Felix Jr. Way to the west side, providing additional land for general industrial uses. This will help to encourage additional investment in the area.

2.The amendment constitutes an overall improvement in the 2002 Plan and is not solely for the good or benefit of a particular landowner or owners.

- Employment land uses generally bring higher paying jobs to a community when compared with Freeway Commercial land uses. Although industrial uses do not generate as much sales tax revenue as retail uses, they help to contribute to the City's jobs/population balance, a primary goal of the 2002 General Plan. Additionally, the proposed change in land use designation affects only 4.26 acres, less than one percent of the total land designated for Freeway Commercial. Amending the General Plan for 4.26 acres will not significantly impact the amount of land available for future commercial development or have a significant impact on future sales tax revenue generation.
- The location of the subject property, roughly 2,000 feet from I-10 with minimal freeway visibility, makes it unlikely that the property could develop with intense commercial uses as required by the current designation of Freeway Commercial. Due to its distance from I-10, the property is more ideally suited for Employment uses.
- The property is located on an industrial collector roadway with limited connectivity to the City's street network. Development of the parcel with Freeway Commercial uses would be problematic as the road is not designed to accommodate heavy traffic generated by those uses. Development of the parcel in accordance with an Employment designation is more appropriate given the status of Eliseo C. Felix Jr. Way.
- The property is abutted on three sides (north, south, and west) by properties designated as Freeway Commercial and on the remaining side (east) by properties designated as Employment. Largely because of the controls the City has adopted over the past five years to enhance the development and design of industrial projects, industrial and commercial land uses are aesthetically and operationally compatible.

3.The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

- The land to the east is designated as Employment and zoned A-1 (General Industrial). Approval of this request will be an extension of that General Plan designation.
- General industrial uses with an outdoor storage component are already occurring at a contractor's storage yard directly east of the subject property. Development of the property with general industrial uses will not be out of character with the current land uses in the area.
- The impact of the Employment land use designation on water, wastewater, and public safety facilities is not an issue. The City will have the capacity to serve future demand under either the current (Freeway Commercial) or proposed (Employment) land use designation.
- The right-of-way for Eliseo C. Felix Jr. Way is fixed and no future extensions to the north will occur because doing so would require crossing I-10. Because of the limited access/connectivity and the relatively narrow width of Eliseo Felix Jr. Way at this location, development of the property with uses that do not generate heavy traffic will help to ensure the street can function appropriately.
- Over the previous 5 years, the City has adopted stricter standards for design, landscaping, and screening through amendments to our Zoning Ordinance and Design Manuals. Future development of the site with industrial uses will be required to adhere to all of those new

standards which are designed to ensure that all sites add to the aesthetic beauty of Avondale.

4.The amendment is consistent with the overall intent of the 2002 Plan and other adopted plans, codes, and ordinances.

- The proposed amendment is consistent with several goals of the 2002 General Plan, such as:
 - Land Use Goal #3, “Plan land uses to minimize conflicts between them”: Development of the site with an industrial development will avoid some of the potential conflicts that could have occurred on Eliseo Felix Jr. Way if the site were developed with intense retail uses that generate more traffic than the street is capable of handling.
 - Land Use Goal #4, Objective A “Identify infill sites and develop policies and programs that result in their development.” The subject parcels are located in a mostly developed area and have remained undeveloped since the early 1970s. Because of the location and low visibility, it is unlikely that the parcel would have developed in the near future with its current land use designation and commercial zoning. Approval of this General Plan Amendment and concurrent rezoning will allow for uses more conducive to the location and thus make development of these infill parcels more likely.
 - Economic Development Goal #2, Objective D “Encourage a diversity of employment types to provide protection against fluctuations in certain sectors of the economy.” Parcels where general industrial uses are appropriate are in short supply within the City. The majority of the City’s Employment designated land is reserved and zoned for commerce park development for which the market is saturated. Approval of this request and the subsequent rezoning will help provide a bit more balance as this objective advocates for.
 - Circulation Goal #1, Objective C “Encourage land development patterns that promote the efficient use of existing and proposed transportation facilities.” Eliseo C. Felix Jr. Way is not designed to accommodate traffic generated by high intensity freeway oriented retail development. Amending the General Plan to Employment promotes the efficient use of this street by reducing the anticipated number of trips to and from the subject parcels.

Conclusion:

Based on the information provided by the applicant, the public input received and the staff analysis, staff recommends approval of the requested minor General Plan Amendment.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt the Resolution approving Application PL-11-0017, a request to amend the General Plan Land Use Map for approximately 4.26 acres from Freeway Commercial to Employment.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** Resolution 2971-511 approving Application PL-11-0017, a request to amend the General Plan Land Use Map for approximately 4.26 acres from Freeway Commercial to Employment.

ATTACHMENTS:

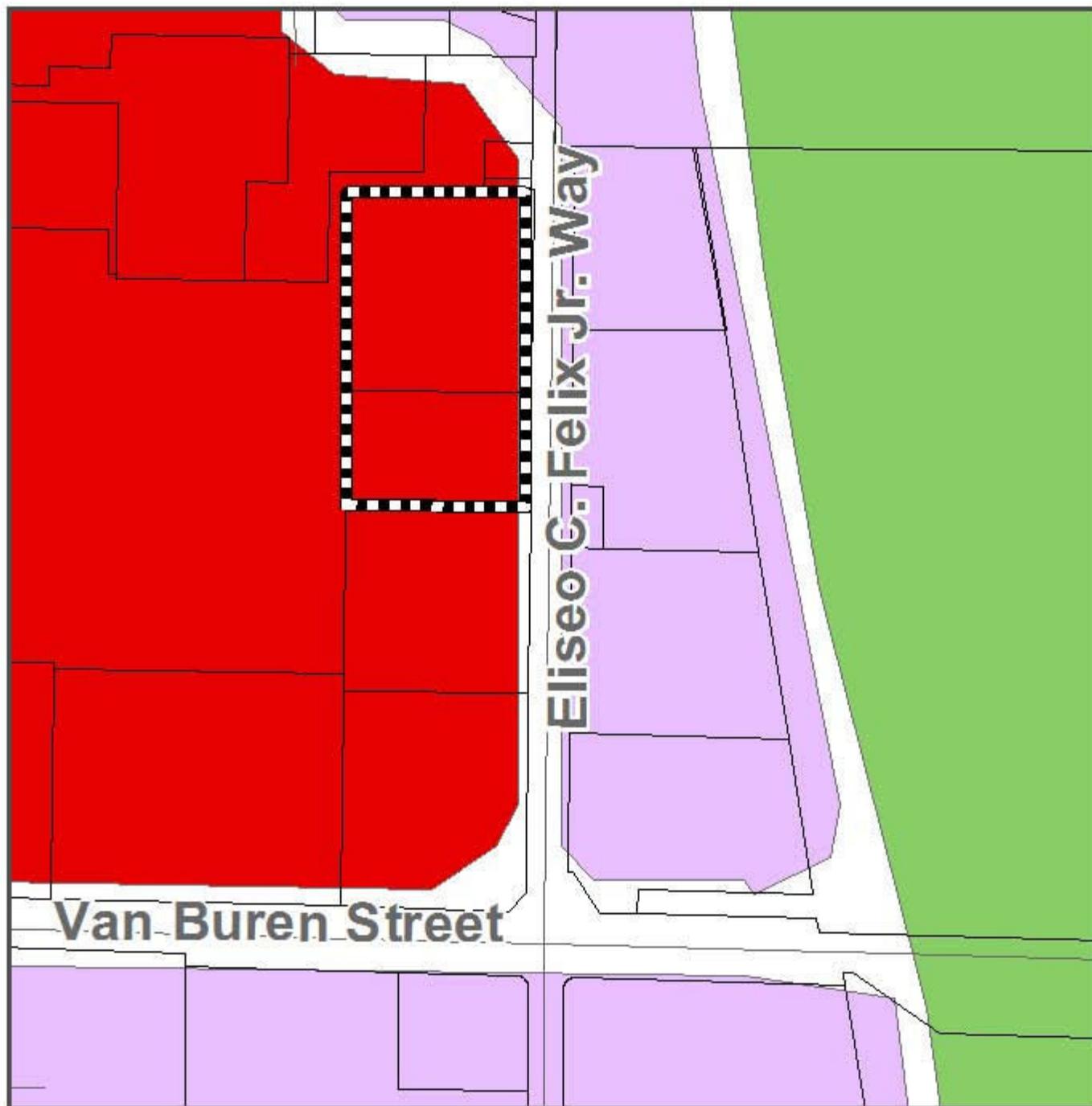
Click to download

- 📄 [Exhibit A - Current General Plan Land Use Map](#)
- 📄 [Exhibit B - Proposed General Plan Land Use Map](#)
- 📄 [Exhibit C - Zoning Vicinity Map](#)

- ❏ [Exhibit D - Aerial Photograph](#)
- ❏ [Exhibit E - Summary of Related Facts](#)
- ❏ [Exhibit F - Letter from Carmen and Anthony Gonzales, dated January 12, 2011](#)
- ❏ [Exhibit G - First Neighborhood Meeting Summary from applicant Jack Gilmore, dated February 3, 2011](#)
- ❏ [Exhibit H - Letter from applicant Jack Gilmore, dated February 11, 2011](#)
- ❏ [Exhibit I - Second Neighborhood Meeting Summary from applicant Jack Gilmore, dated March 10, 2011](#)
- ❏ [Exhibit J - Applicant's General Plan Amendment Narrative, date stamped March 10, 2011](#)
- ❏ [Exhibit K - Excerpt of Draft Planning Commission Meeting Minutes from April 21, 2011](#)
- ❏ [Resolution 2971-511](#)

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019



Existing Land Use Map

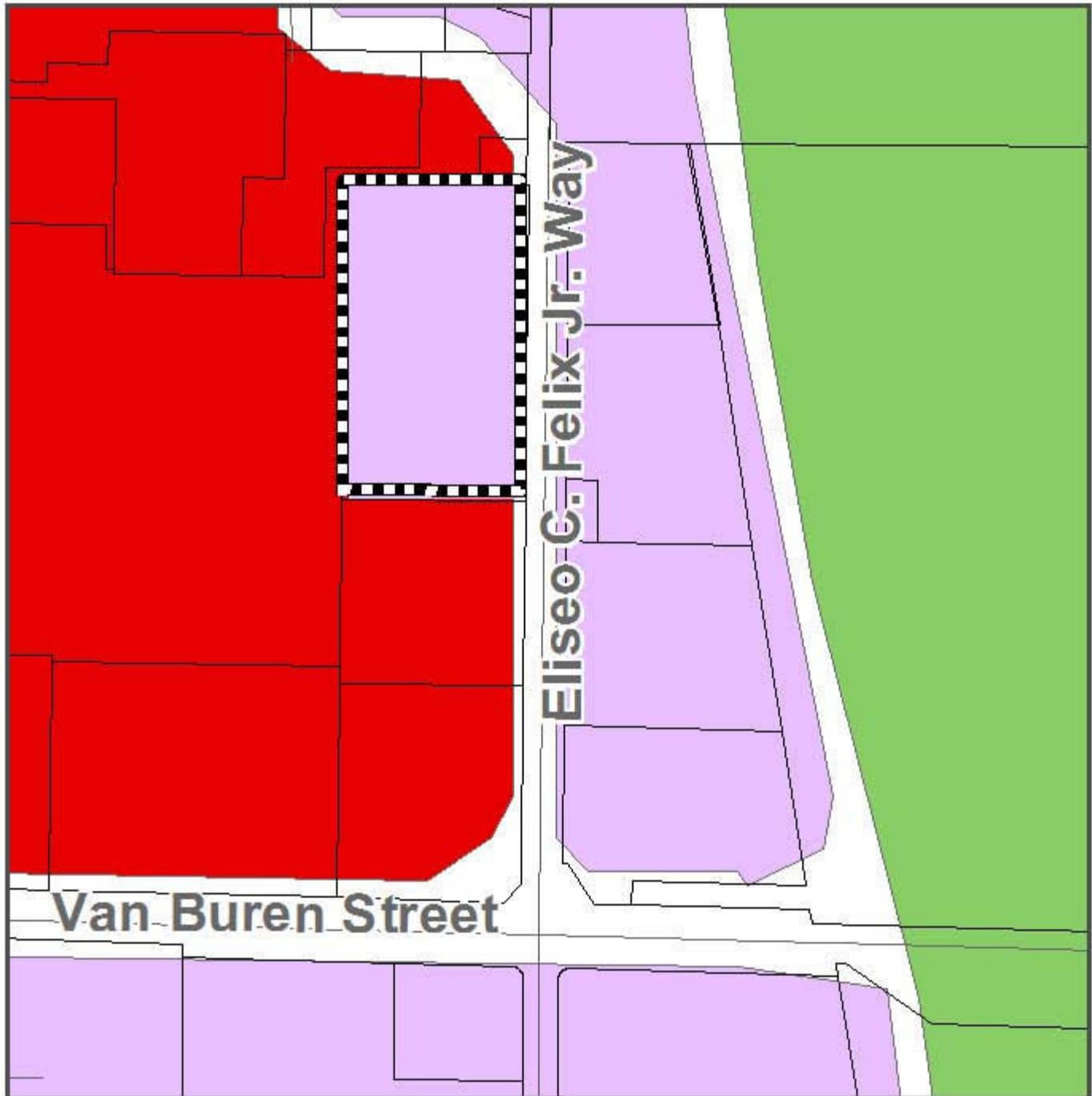
General Plan Land Use Map

Parcel_Extended	Medium Density Residential
Commercial	Medium High Density Residential
Employment	Mixed Use
Freeway Commercial	Multi Family Residential
High Density Residential	Open Space
Low Density Residential	Public Facilities



Subject Property





Proposed Land Use Map

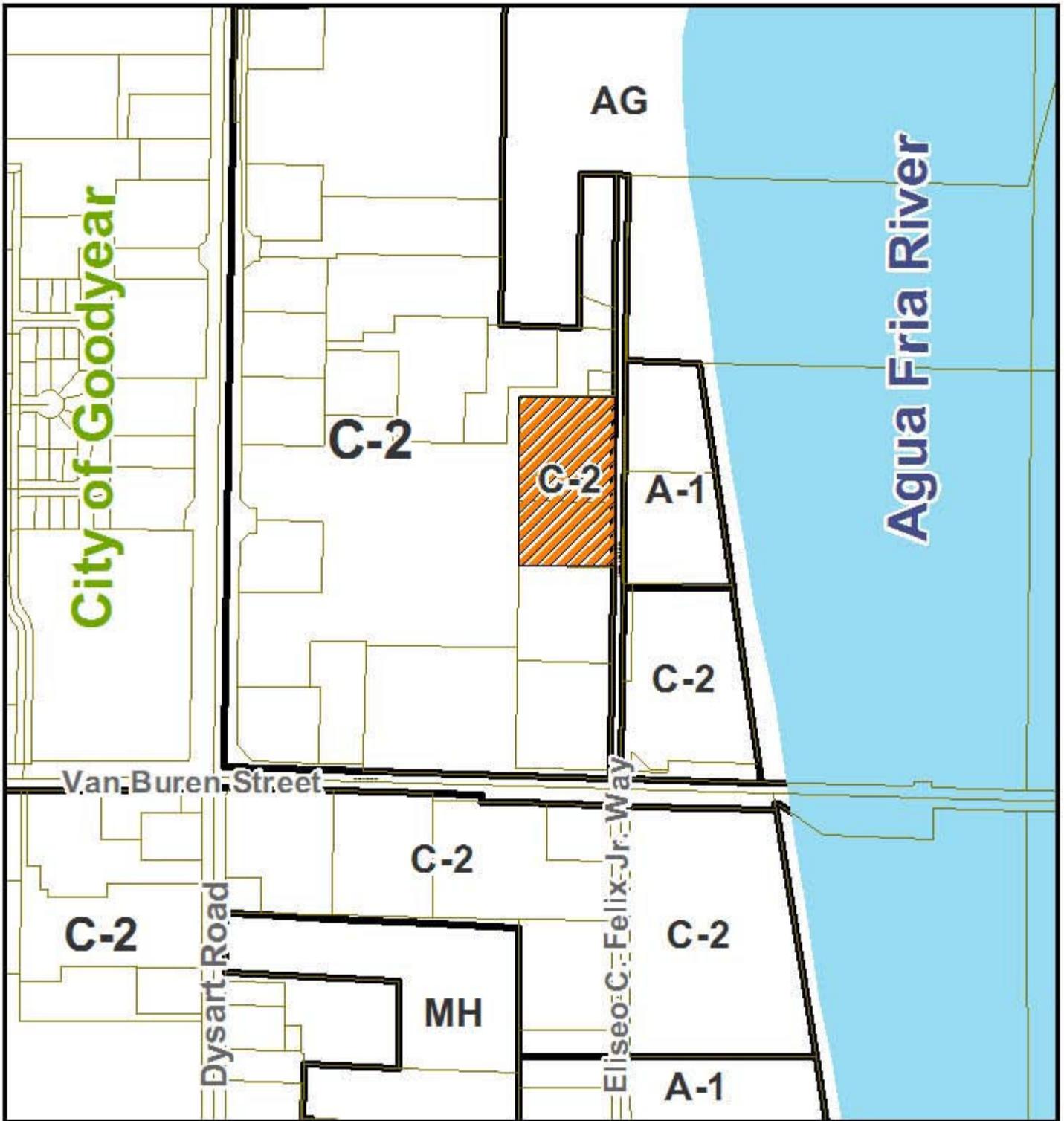
General Plan Land Use Map

Parcel_Extended	Medium Density Residential
Commercial	Medium High Density Residential
Employment	Mixed Use
Freeway Commercial	Multi Family Residential
High Density Residential	Open Space
Low Density Residential	Public Facilities



Subject Property





Zoning Vicinity Map

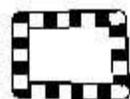


Subject Property





Aerial Photograph



Subject Property



SUMMARY OF RELATED FACTS

APPLICATION PL-11-0017

<i>THE PROPERTY</i>	
PARCEL SIZE	Two parcels totaling approximately 4.26 Gross Acres
LOCATION	Approximately 690 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way
EXISTING LAND USE	Vacant/Undeveloped
EXISTING ZONING	C-2 (Community Commercial)
ZONING HISTORY	The property was annexed in 1956. Records indicate that the property has been zoned C-2 since at least 1990.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	C-2 (Community Commercial) – Retention Basin for Coldwater Plaza
EAST	A-1 (General Industrial) – Contractor storage yard (Nina Construction) and Littleton School District offices
SOUTH	C-2 (Community Commercial) – Arizona Department of Transportation branch office
WEST	C-2 (Community Commercial) – Coldwater Plaza Shopping Center

<i>GENERAL PLAN</i>	
The subject property is designated as Commercial on the General Plan Land Use Map. A separate application is being processed concurrently to change the General Plan Land Use Designation to Employment.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor Elementary School (K-8)
HIGH SCHOOL	Agua Fria High School

STREETS

Eliseo C. Felix Junior Way

Classification	Industrial Collector
Existing half street ROW	32.5 feet
Standard half street ROW	32.5 feet
Existing half street improvements	One thru-lane (unstriped), 1/2 center turn lane (unstriped)
Standard half street improvements	One thru-lane, 1/2 center turn lane, curb and gutter, sidewalk, street lights, and landscaping

UTILITIES

Water will be served to the site by an existing 16" water line in Eliseo C. Felix Jr. Way.
The site will be served by an existing 24" sewer line in Eliseo C. Felix Jr. Way.

January 12, 2011

City of Avondale
Planning Division
11465 W. Civic Center Drive, Ste. 110
Avondale, AZ 85323



Re: Rezoning C-2 to A-1
APN #500-02-016S & APN #500-02-016Y
Application No. PL-10-0133

To Whom It May Concern:

In response to Gilmore Parson's request to rezone these parcels , we would like to formally state our concerns and have them entered into the case file.

If this land is rezoned to A-1 (General Industrial), businesses could be permitted to open which could be disparate to our locale and those already surrounding us, thus affecting all of us adversely. We are specifically concerned about any business which would produce noise or dust, have outdoor storage requiring screen walls, or not be required to landscape in a manner congruent to our immediate area.

Therefore, we are opposed to the request to rezone.

Respectfully,

Handwritten signatures of Anthony D. Gonzales and Carmen M. Gonzales. The signature of Anthony D. Gonzales is written in a cursive style, and the signature of Carmen M. Gonzales is written below it, also in cursive.

Anthony D. Gonzales

Carmen M. Gonzales

Owners

Estrella Vista Reception Center
1471 N. Eliseo C. Felix Jr. Way
Avondale, AZ 85323



GILMORE PARSONS

LAND DESIGN GROUP

February 3, 2011

Mr. Ken Galica
 City of Avondale-Development Services
 11465 West Civic Center Dr.
 Suite 110
 Avondale, AZ 85323-6804

Re: Neighborhood Meeting Notes
 Rezoning Application for Coldwater Industrial
 PL-10-0133

Dear Ken:

The following notes summarize the Neighborhood Meeting that was scheduled for the Coldwater Industrial Rezoning Application. Obviously, we were hoping for a larger turnout. We were especially hopeful that the Gonzales' would attend so that we could discuss their concerns. I did exchange phone calls and voice mails with Carmen Gonzales who stated that she and her husband would be in attendance. We will continue to try and make contact prior to the next neighborhood meeting for the minor general plan amendment.

Date of Meeting: 1-27-11; 6:00PM
 Meeting Title: Neighborhood Meeting for Rezoning App. PL-10-0133
 Meeting Location: Avondale City Hall; Mojave Room
 Purpose of Meeting: Allow neighbors within 500' of the project to review the application and discuss issues of interest and concern.

Attendees:

Representing Coldwater Industrial:

Jack Gilmore; Applicant for the Rezoning Application

Neighbors:

John Schmadeke, representing the Agua Fria UHS District, one of the property owners directly east of the project site.

Notes

1. John Schmadeke was our only attendee. He is the Assistant Operations Manager for the Agua Fria Union High School District and their operations center is located directly across the street and also zoned A-1. I reviewed the intent of the rezoning application and let him know that he would be receiving another letter very soon for another neighborhood meeting for the Minor General Plan Amendment. I emphasized to John that our clients would be submitting for formal site plan approval at a later date when there were some users ready to commit to project, and there would a separate hearing process.

Ken, the meeting concluded at 6:45.

Jack Gilmore, LA



GILMORE PARSONS
LAND DESIGN GROUP

February 11, 2011

Mr. Ken Galica
City of Avondale
Development Services
11465 West Civic Center Dr.
Suite 110
Avondale, AZ 85323-6804

Re: Contact with Anthony Gonzales
Rezoning Application for Coldwater Industrial
PL-10-0133

Ken:

Earlier today, I received a return call from Anthony Gonzales regarding the rezoning application. I had placed several calls following your notification that he and Carmen Gonzales had submitted a letter in opposition. He was very cordial and expressed their concern about a noisy operation that might generate a lot of dust. I reviewed the intent to just rezone the property from C-2 to A-1, explaining that there would be a separate application for site plan approval when there is a specific user. He acknowledged your conversation and accepts that the City does have requirements for light industrial operations within enclosed buildings, landscape and screening requirements. I did let him know that if there is any outdoor storage, it would occur off the frontage behind screen walls. Any project will also be required to install a 20' landscaped setback along the frontage of Eliseo C. Felix Jr. Way. As long as there are projects similar to the existing, then they will be receptive.

I did tell Anthony that they will be receiving another Neighborhood Meeting notice for the Minor General Plan Amendment. He said that they would try and attend this one to review our exhibits.

Ken, I believe that between our two phone conversations with Anthony and hopefully their attendance at the next Neighborhood Meeting we can address their concerns.

Respectfully,

Jack Gilmore, LA

cc: Luke Lewis
Mark Lewis
file



GILMORE PARSONS
LAND DESIGN GROUP

March 10, 2011

Mr. Ken Galica
City of Avondale
Development Services
11465 West Civic Center Dr.
Suite 110
Avondale, AZ 85323-6804

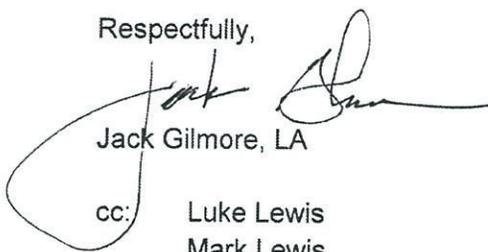
Re: Minor GPA for Coldwater Industrial **PL-11-0017**
Neighborhood Meeting Notes

Ken:

The Neighborhood Meeting for Coldwater Industrial's Minor General Plan Amendment occurred yesterday evening, March 9th at 6:00PM in the Ocotillo Room at Avondale's City Hall. I was present from 5:50 – 6:50PM, and unfortunately must report that we had no neighbors attend to discuss the application. For most consultants, this is typically good news, since we hope not to have any surprises at the public hearings. Based on my last phone call with Anthony Gonzales from the Estrella Vista Reception Center, I was hoping that he and his wife, Carmen might attend. Prior to the P&Z Commission Hearing in April, I will plan to call and see if he or Carmen have any concerns that we can address.

Please call if you have any questions. Thank you for your assistance.

Respectfully,


Jack Gilmore, LA

cc: Luke Lewis
Mark Lewis
file

COLDWATER INDUSTRIAL
Narrative for Minor GPA Application
Revised 3-8-11

I. Introduction

On behalf of Coldwater Industrial, LLC (the "Owner"), Gilmore Parsons Land Design Group (the Applicant) respectfully submits for consideration this Application for a Minor General Plan Amendment. This Application involves 4.26 gross acres (3.85 net) located approximately 700' north of Van Buren Street on the west side of Eliseo C. Felix Jr. Way in Avondale, Arizona (the "Property"). See Vicinity Map attached as **Exhibit 1**. The Owner seeks to amend the General Plan for the project site from Freeway Commercial to Employment and concurrently rezone the Property from Community Commercial (C-2) to General Industrial (A-1). The Rezoning Application has already been submitted, #PL-10-0133 and will be placed on hold until this application has completed the required Neighborhood notification and public meeting, at which time both applications will move forward on a concurrent schedule.

The purpose of this application and concurrent rezoning application is to amend the existing zoning to A-1 which provides a more appropriate yet compatible land use for this specific location. As the west side market begins to recover from the current recession, the Owners intend to market this property to small and medium sized employment users seeking a location in close proximity to an established commercial core, Coldwater Plaza. As specific users are selected, then site plans shall be submitted in accordance with Section 106, *Site Plan Review*, of the City of Avondale Zoning Ordinance.

II. Existing and Surrounding Land Uses

Although the Property is currently vacant, it is situated in an established area with existing commercial, office, and light industrial developments surrounding the project site: See Existing Land Uses Maps attached as **Exhibits 2 & 3**. The proposed General Plan Amendment to the Employment designation zoning will be compatible with these existing surrounding land uses.

- West of the Property and backing up to the project site is Coldwater Plaza, a large commercial shopping complex with a mix of retail shops and pad sites

fronting onto Dysart Road, including Home Depot and Sam's Club. Coldwater Plaza is zoned C-2.

- North of the Property is a City of Avondale well site and a retention basin used by Coldwater Plaza, all zoned C-2. Further north, along the west side of Eliseo C. Felix Jr. Way are two small vacant parcels totaling 2.6 acres that are privately owned zoned C-2. The balance of this northern area extending to Interstate 10 frontage and east into the Agua Fria River is currently owned by ADOT and zoned AG. The major portion of this area west of the River channel is utilized by ADOT for the open storage of construction material including asphalt stockpiles, decomposed granite, and construct equipment.
- Directly east of the Property are three parcels; Nina Construction Supply, an office and service center for the Agua Fria Union High School District, and a City of Avondale lift station, all zoned General Industrial A-1.
- Immediately south of the Property is an ADOT office zoned C-2. Southeast of the Property and south of the Agua Fria UHD's Service Center and the City of Avondale's lift station is the Estrella Vista Reception Center also zoned C-2.

The subject property is located on the backside of Coldwater Plaza with its only direct access limited from the south at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way. The north bound circulation on Eliseo C. Felix Jr. Way leads to an undefined cul-de-sac and a back service entrance into the Coldwater Plaza.

III. Impact to Surrounding Land Uses

The land area to the north is predominantly under the control of ADOT and no substantial development is expected unless ADOT elects to designate the property as access land for disposition. Additionally, ADOT is using approximately 10 acres of this area for open storage of construction material. Interstate 10 is approximately 1,600 linear feet due north of the subject property. Since eastbound traffic parallels the south side of the freeway, any casual viewing of the site is effectively screened by the big box retailers within Coldwater Plaza, or they must overlook the ADOT storage area. Westbound traffic parallels the north side of the freeway and any potential views

are partially screened by the eastbound circulation. However, for anyone travelling west who purposefully chooses to look southwest towards the subject property, those views will be effectively screened by the existing Nina Construction Supply's structure on the east side of Eliseo C. Felix Jr. Way, the City of Avondale's well site that is surrounded by a 6' screen wall, and Coldwater Plaza's existing retention basin on the north side of the subject property and the City's well site. This entire area due north of the subject property is designated as Employment by the City's General Plan (refer to **Exhibit 4**).

The two projects situated immediately east of the Property, Nina Construction Supply and the Agua Fria Union High School's Operations Center are both within the Employment Land Use designation and are zoned A-1 General Industrial. These two projects could be considered as being representative in character to the proposed development. Similar to these projects, the subject property will incorporate a 20' landscaped setback along the frontage, which will help to screen guest parking. The service and storage areas will be situated towards the back of the property behind screen walls and additional landscape buffers. Specifics to be determined through Site Plan Approval at a later date.

South of the Property is an ADOT office building that has installed covered parking canopies along its entire north property line that effectively screens those views from the south. Directly across the street from ADOT's office and south of the Agua Fria Union High School's Operations Center is the Estrella Vista Reception Center. The owner/operators of this commercial operation have formally expressed concern regarding noise and dust from heavy industrial operations that could occur on the Property. As the Applicant, GP has made contact with these property owners and discussed the City's Design Guidelines for Commercial and Industrial Properties. We have also shared our opinion regarding the configuration of the property that will effectively mitigate any heavy industrial users due its size. Views to the subject property from their parking area and near the building entrance for the Estrella Vista Reception Center are interrupted by their existing parking lot landscape, their own 20' landscape setback along Eliseo C. Felix Jr. Way, the trees installed along their north

property line, the screen wall surrounding the City's sewer lift station and the 20' landscape buffer fronting the Agua Fria Union High School's Operations Center. These views will be further screened by the installation of the required 20' landscape setback on the west side of Eliseo C. Felix Jr. Way when the Property is developed. The owners of the Estrella Vista Reception Center have agreed to attend the Neighborhood Meeting on March 9th at City Hall so that we may address their concerns.

IV. Floodplain Status

The Flood Insurance Rate Map (FIRM) prepared by the Federal Emergency Management Agency designates the subject property as Zone X, not within a designated floodplain boundary. The Zone X classification is generally defined as an area of minimal flood hazard, usually depicted on FIRM maps as above the 500-year flood level. Zone X is the area determined to be outside the 500-year flood and protected by levee from the 100-year flood. Refer to **Exhibit 5**.

V. Existing Zoning

The Property is currently zoned General Commercial C-2. The Avondale Zoning Ordinance describes the C-2 District as being intended to provide goods and services for a community wide trade area. Ideally, these C-2 sites are situated within a larger commercial center with primary driveways accessing arterial streets.

VI. Conformance with City of Avondale's General Plan

The City of Avondale General Plan ("General Plan") designates the Property as Freeway Commercial. The General Plan defines the purpose for Freeway Commercial: *"to accommodate the more intense uses of the I-10 and Loop 101 corridors. It is intended that this category would allow flexibility for development by allowing regional retail, neighborhood retail, family entertainment, office, and employment uses"*. Even though employment uses are listed as an approved use, the Avondale Planning Staff has historically interpreted this reference for Planned Area Developments (PAD's) that are mixed use, incorporating some form of employment oriented use. In order to process the Rezoning Application for General Industrial (A-

1), a Minor General Plan Amendment is required to amend the current designation from Freeway Industrial to Employment. Refer to **Exhibit 4**, the existing General Plan's Future Land Use Map that locates the project site relative to its land use designation.

VII. Minor GPA Review and Analysis

A. Availability of Current and Future Water Supplies

The change of land use designation from Freeway Commercial to Employment should not impact the water demand above the current commercial designation. The configuration of the property is more conducive to small light industrial users that are not typically associated with the type of production/manufacturing requiring high volumes of water. There is a greater potential for the net impact to be reduced since many commercial operations inherently require a higher water demand. The specific use will of course determine the net requirement. Since the property is currently zoned for a commercial use that could involve food processing, the expectation is for a lower net demand associated with those smaller light industrial users.

B. Impact on City's Transportation System

The subject property is accessible only from the south along Eliseo C. Felix Jr. Way, a local industrial collector that by default of its location between Coldwater Plaza and the Agua Fria River can only develop as a one-half mile cul-de-sac. Public access begins at the signalized intersection of Van Buren Street and Eliseo C. Felix Jr. Way and extends approximately 700' north to the southeast corner of the subject property. Existing street improvements between Van Buren Street and the subject property include a fully paved section with curb, gutter and sidewalk on both sides, except for the ADOT property immediately south that has no sidewalk. There is existing pavement along the entire frontage of the subject property.

In preparing the Application for the Rezoning Application, the Owner retained the United Civil Group to prepare a Traffic Statement. Their analysis indicates

that the net average daily traffic count for an Employment use will be less than the current Freeway Commercial use. The comparison would indicate that the impact to the local transportation system will be marginally reduced. There are no projections for the potential truck traffic since that projection is highly dependent on the user. However, the small configuration of the Property will limit any significant semi-trailer traffic since on-site circulation will restrict the actual potential for these larger trucks to maneuver. The property is too small for the typical warehouse/distribution uses. Although some minor percentage of semi-trailer truck traffic is likely, the more reasonable expectation is for smaller step vans or service pick-ups. This type of truck traffic is common for both employment and freeway commercial uses that may rely of truck traffic for deliveries of salable products in whatever form. Since both uses inherently rely of the delivery of goods by truck traffic, the net impact of any truck traffic is expected to be minimal. The presence of the existing traffic signal at Eliseo C. Felix Jr. way and Van Buren Street will further mitigate the traffic impact by facilitating ingress and egress left turning movements.

C. Impact on the Natural environment

The site is currently vacant and surrounded by existing development projects. The topography is relatively flat with no on-site features that warrant any special site planning consideration. An Environmental Phase 1 Report has been prepared that cleared the property for development. The only feature that will require further research is an existing sewer line near the west property line that apparently has been abandoned. City records do not recognize this as an existing service. Paul Lopez, PE with the Avondale Engineering Dept. will continue to research City records to determine direction(s) of service. As part of the Site Plan Approval Application that will include a new ALTA Survey, the status of the sewer existing service at this location will be established. Additional easements may be required to provide City access, all of which will be coordinated with City Staff.

D. Economic Development

The following Goals and Objectives were selected from the Avondale General Plan to help exemplify how this particular request supports the intent to diversify employment opportunities along the I-10 Freeway Corridor, infill vacant properties, yet promoting compatible land use development.

Land Use Theme

GOAL # 4: ENCOURAGE DEVELOPMENT PATTERNS THAT USE LAND IN AN EFFICIENT AND SUSTAINABLE MANNER.

The development of vacant parcels in developed areas can contribute to the efficient use of infrastructure and neighborhood stability. Both new and infill development should be compatible with the surrounding area and natural environment.

- A. Objective: Identify infill sites and develop policies and programs that result in their development.
- 2) Policy: Investigate additional incentives to promote commercial and residential infill development.

Economic Development Theme

GOAL #1: PLAN LAND USES TO SUPPORT A DIVERSE RANGE OF SUSTAINABLE ECONOMIC OPPORTUNITY.

Agricultural employment and low skill jobs are decreasing in Avondale, while skilled employment types are increasing. We should plan for and promote a range of employment types.

- A. Objective: 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.
- 1) Policy: Reserve portions of freeway corridors for industrial development that will contribute to Avondale's overall economic vitality, environmental quality, and community character.
- 2) Policy: Continue to implement the Avondale Freeway Corridor Specific Plan, adopted June 1991.

GOAL #2: CONTINUE TO PARTICIPATE IN REGIONAL ECONOMIC DEVELOPMENT EFFORTS.

- A. Objective: Encourage development that will increase the City's sales tax revenues.

- B. Objective: Encourage a diversity of employment types to provide protection against market fluctuations in certain sectors of the economy.
 - 2. Policy: Encourage a diverse range of manufacturing, industrial, and employment opportunities in Avondale.
- D. Objective: Encourage a diversity of employment types to provide protection against market fluctuations in certain sectors of the economy.
 - 1. Policy: Encourage a diverse range of manufacturing, industrial, and employment opportunities in Avondale.

The Property is situated within the Freeway Corridor Specific Planning area that calls for regional commercial projects similar to Coldwater Plaza, light industrial and office. With the Property situated at the back side of Coldwater Plaza, the feasibility of promoting commercial-retail uses is very limited due to the lack of drive-by traffic, the lack of a marketing window, and the fact that Eliseo C. Felix Jr. Way is a cul-de-sac. However, the proximity to Coldwater Plaza provides opportunities for light industrial users seeking the benefits of the services required by these regional commercial projects and larger industrial projects. Intended users are those employment / light industrial users that would seek to establish a destination oriented business in close proximity to the commerce surrounding the Dysart Road and Van Buren Street intersection. The existing commercial C-2 zoning typically attracts retail users who rely on a marketing window with continuous traffic flow. The restricted access and limited visibility shifts the targeted users to more employment oriented businesses that rely on close proximity to these major arterials and other supporting commercial uses. It is the combination of these site challenges that helps to justify the amendment to the Employment designation.

The development of the Property will help meet the goal to encourage a diversity of employment types within the Freeway Corridor Specific Area on property that is ideally suited for employment/light industrial. Increased employment variety can enhance a well-rounded community while expanding municipal revenue.

E. Impact on City Services

This proposed Minor GPA will amend the General Plan Land Use of the Property to match the Employment designation of existing projects immediately across the street and proposed for additional underutilized property to the north. Impact to City Services is expected to be negligible. This is due partly to the size of the property at 3.8 net acres, and the fact that the intensity of use is typically less for light industrial than commercial. Discussions with City Staff have established the presence of existing utility services with adequate capacity for service that front the Property. Our Traffic consultant has established that the traffic impact will be marginally less than a commercial use. Since the property is surrounded by existing developments, this is an infill project on vacant land in established services areas for police and fire protection.

F. Alternative Sites

The development pattern within the General Plan for the Employment Land Use designation has concentrated the majority of this area along the south side of Interstate 10 in two large areas that begin at 99th Avenue and generally continues west to the Agua Fria River. There is a third area west of the Agua Fria River that reflects the Historic Light Industrial development pattern as illustrated on Figure 3 - Infill Districts, of the General Plan and attached here as Exhibit 6. That historic light industrial development pattern extends north of Van Buren Street and includes the entire west side of Eliseo C. Felix Jr. Way as well as the subject property. There is a precedent for this land use pattern that precedes the General Plan 2002.

Alternate sites in this proximate area are limited to some vacant parcels south of Van Buren Street within various phases of the Rio Estrella Commerce Park. The closest opportunity could be a 2.4 acre site located approximately 500' south of Van Buren Street on the west side of Eliseo C. Felix Jr. Way. Although smaller in size, the lot depth is very close to the subject property, but it is zoned C-2. Located approximately 1,200' south of Van Buren Street on the east side

of Van Buren Street are two vacant parcels at 10.9 acres and 5.4 acres respectively. Both average nearly 700' in depth and are zoned General Industrial A-1. While they may be considered alternative light industrial sites, their lot configuration is more conducive to larger users. However, at approximately one-quarter mile south of Van Buren Street, market conditions are different than the close proximity to Coldwater Plaza. The extensive Employment land use area east of the Agua Fria River could provide alternative sites in the future, however, the majority of those bubble areas are ideal locations for drawing large employment users on large lots that could generate higher ratios of employment than the smaller 3.8 subject property. Again, the market conditions are different for a small site isolated behind Coldwater Plaza as compared to the Commerce Park opportunities with great visibility from Interstate 10. As described above, there are very few alternative sites for small light industrial users. As widely reported, economists are hopeful that small businesses will seed the recovery of the economy.

G. Supporting the Goals of the 2002 General Plan

Goals 1 and 2 of the Economic Development Theme address the need to diversify the employment base especially within the Freeway Corridor Growth Area. As discussed previously the existing Freeway Commercial designation promotes mixed land uses all of which are oriented around job creation. Coldwater Plaza represents the regional commercial component that provides jobs and a critically important tax base for Avondale. This Minor GPA provides diversity of employment within the Freeway Corridor in the sub-planning area defined by Dysart Road and the Agua Fria River. The following Table 6 is duplicated from the Avondale General Plan that breaks down the Planned Land Uses. Highlighted are the Employment and Freeway Commercial land uses. The Employment increases by 4 acres from 1,571 to 1,575, a net increase of .25%. Conversely, the Freeway Commercial decreases by 4 acres from 694 to 690, a net decrease of .58%.

COLDWATER INDUSTRIAL
Narrative for Minor GPA Application
 Revised 3-8-11

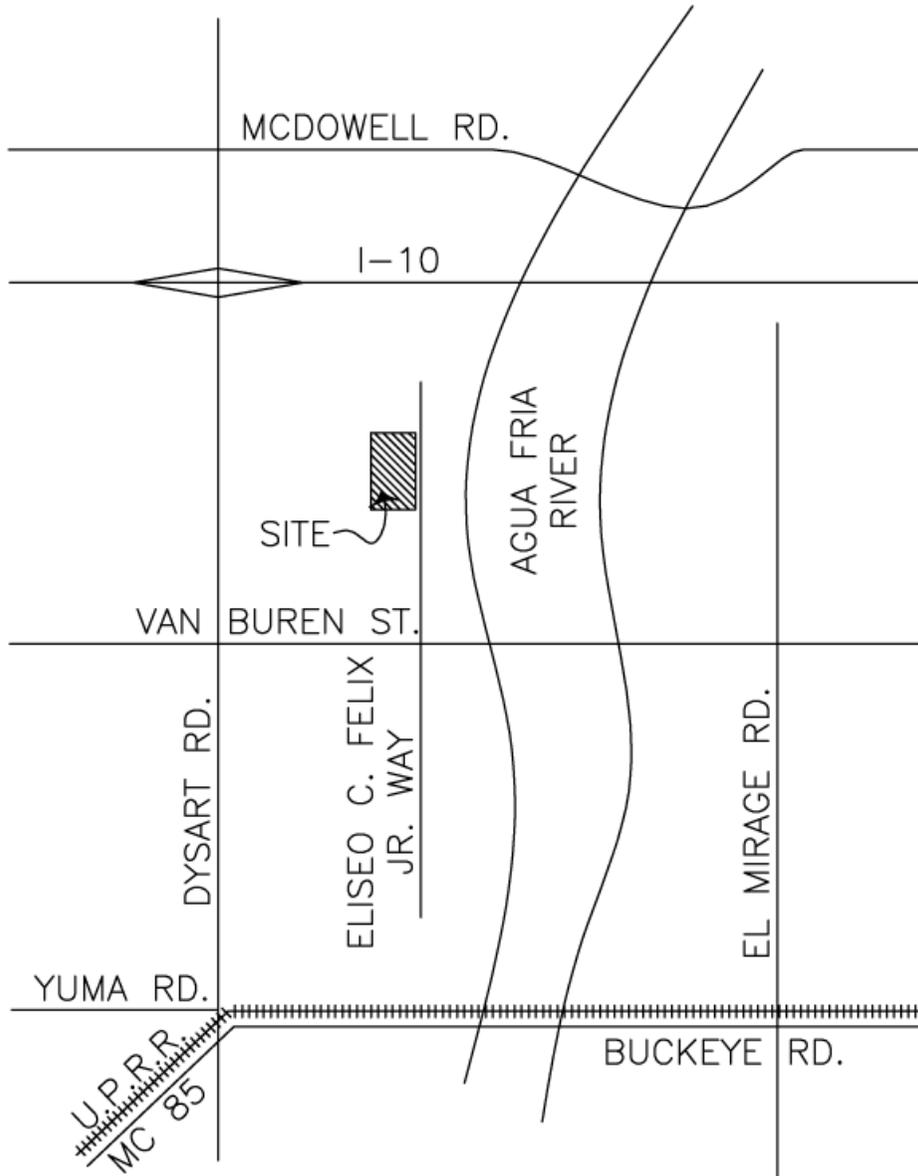
Table 6 - 2002 General Plan, as Amended* - Planned Land Uses					
Land Use Category	Total Area in Acres	Percent of Total	Target Density per Acre	Projected Buildout Population	Net % Change
Medium Density Residential	7,652	40.02%	2.5	63,129	
Open Space	2,564	13.41%			
Low Density Residential	2,161	11.30%	1	7,131	
Employment	1,575	8.24%			0.25%
Rural Low Density	1,273	6.66%	0.2	840	
Commercial	809	4.23%			
Freeway Commercial	690	3.61%			-0.58%
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	19,122.00	100.00%		93,593	
*Table reflects planned land uses as of March 2, 2011					

The proposed Minor GPA and will encourage the development of vacant property that has access to existing City services, can increase the City's sales tax revenue, property tax base, generate a variety of employment opportunities, and provide an excellent location for destination oriented light industrial uses.



GILMORE PARSONS

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2211 N. 7th Street, Phoenix, AZ 85006
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VICINITY MAP

NTS

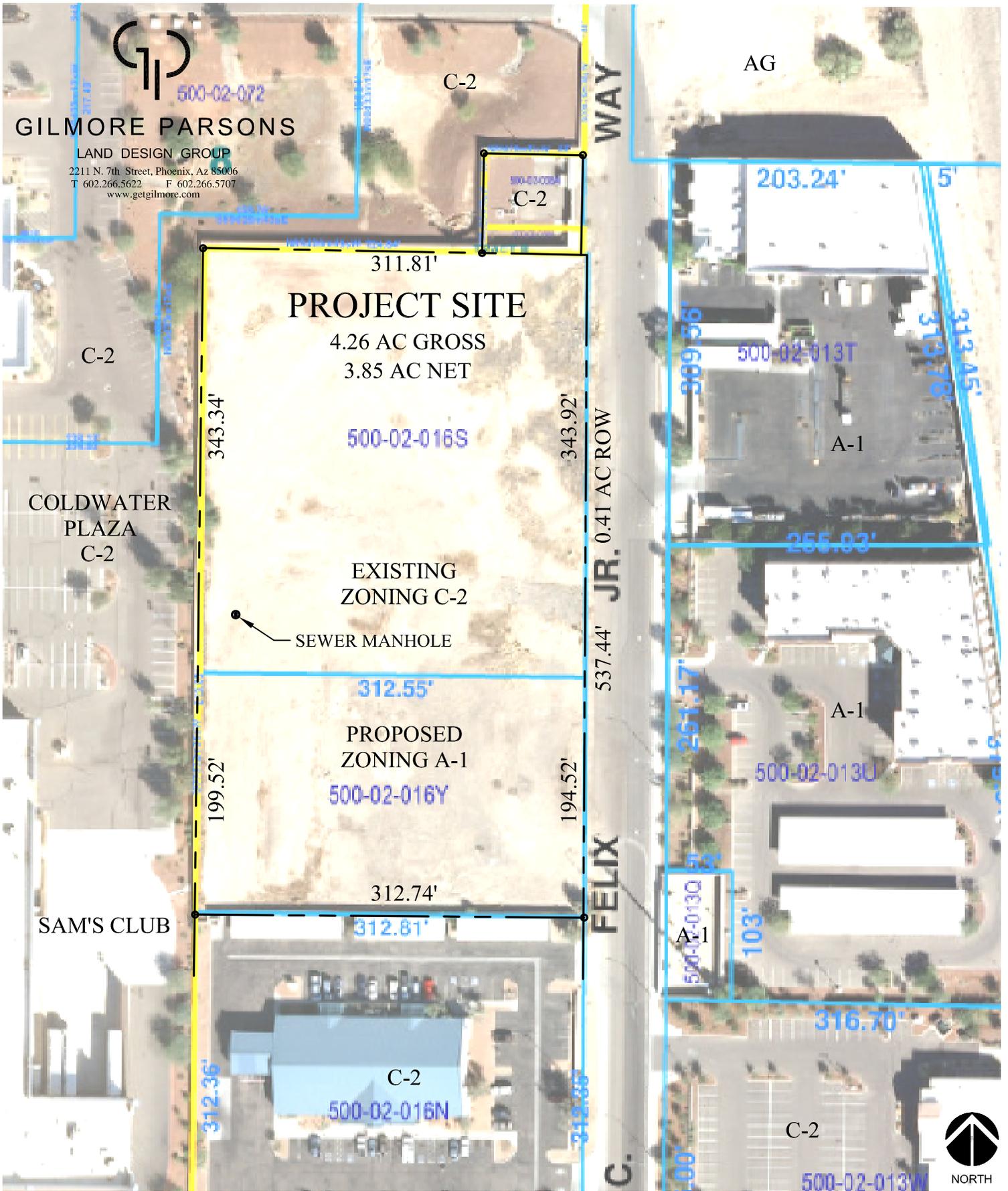




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NORTH

COLDWATER INDUSTRIAL

AVONDALE, AZ

EXHIBIT 2 EXISTING LAND USES MAP

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DATE: 2.03.11



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AVONDALE WELL SITE
ADOT OFFICE C-2
MEDICAL CLINIC C-2

NINA CONSTRUCTION SUPPLY A-1
AGUA FRIA UNION H.S.D. OPERATIONS CENTER A-1
ESTRELLA VISTA RECEPTION CENTER C-2
AVONDALE LIFT STATION A-1
COMMERCIAL RETAIL C-2

SURROUNDING LAND USES

COLDWATER INDUSTRIAL AVONDALE, AZ

EXHIBIT 3

PREPARED FOR: COLDWATER INDUSTRIAL, L.L.C.

DATE: 3.8.11
GP JOB# 10045

McDowell Rd

Van Buren St

Litchfield Rd

Western Ave



SITE

MC 85



General Plan Designation	
	Freeway Commercial
	Commercial
	Mixed Use
	Employment
	Multi Family Residential
	High Density Residential
	Medium High Density Residential
	Medium Density Residential
	Low Density Residential
	Rural Low Density Residential
	Open Space
	Public Facilities
	Commercial Corridor

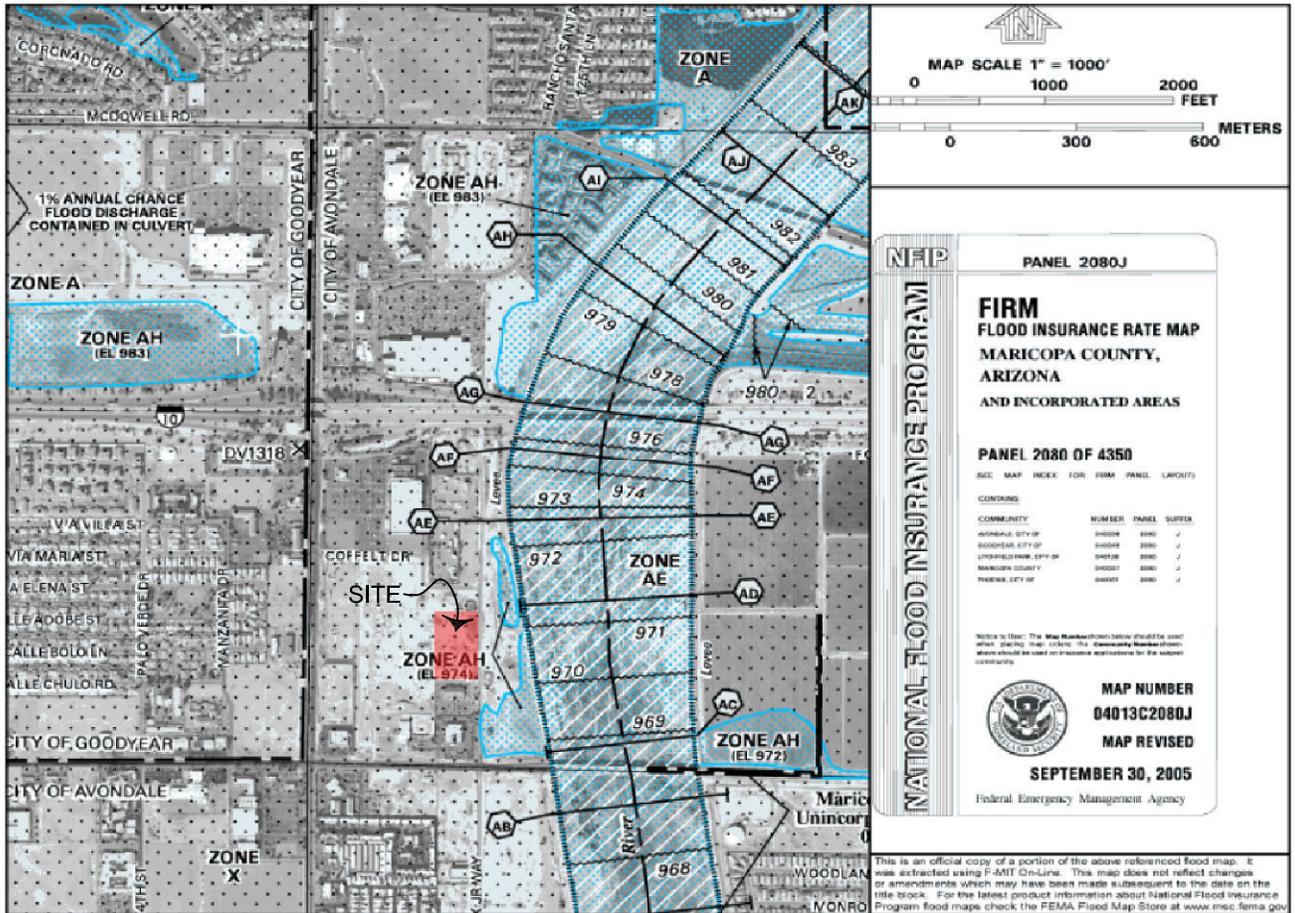
COLDWATER INDUSTRIAL CITY OF AVONDALE GENERAL PLAN AMENDMENT

EXHIBIT 4



Save
your FIRMette

Back

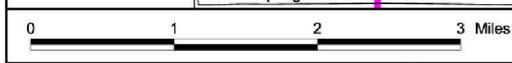
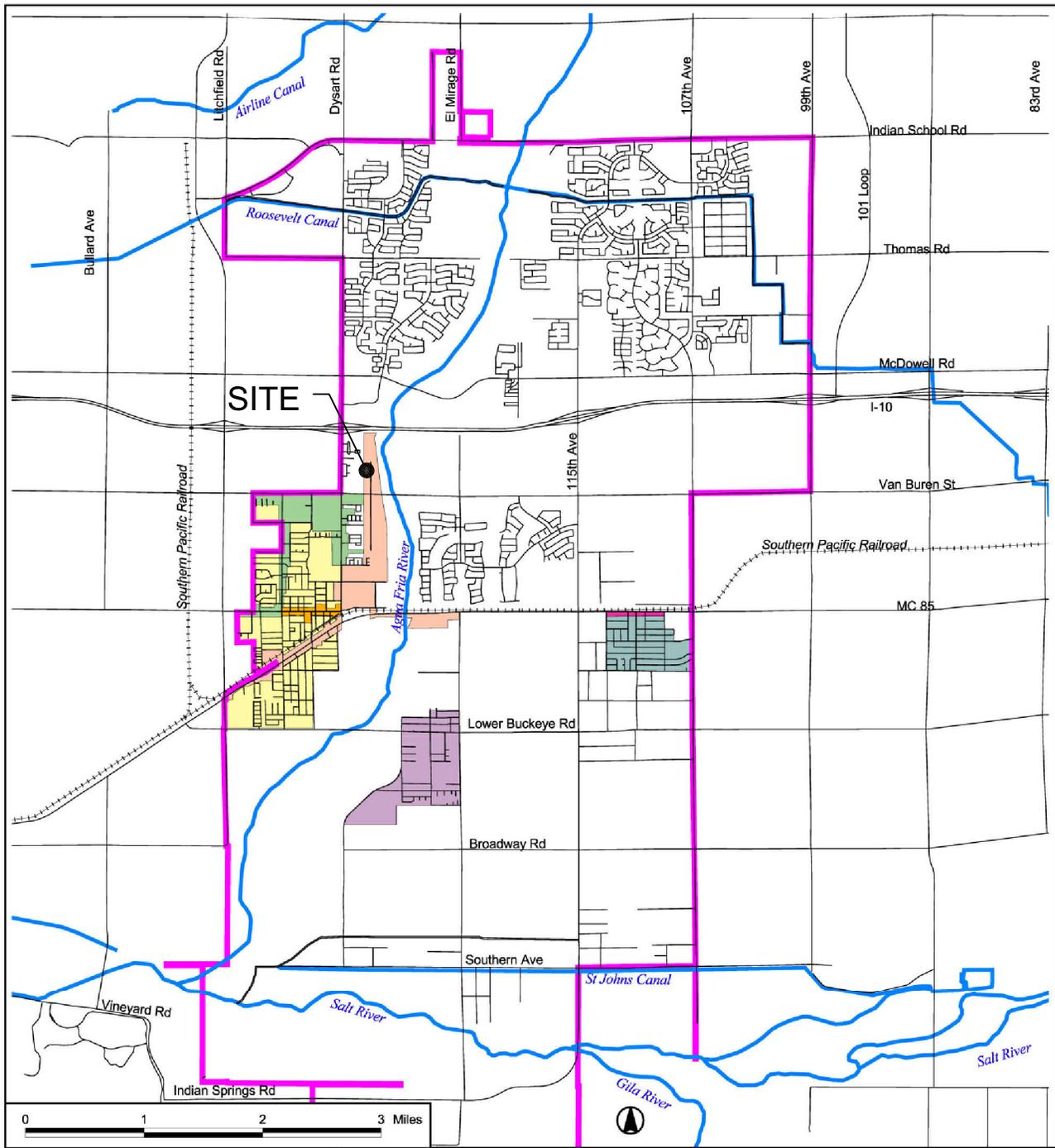


COLDWATER INDUSTRIAL AVONDALE, AZ

PREPARED FOR: COLDWATER INDUSTRIAL, L.L.C.

FLOODPLAIN MAP
EXHIBIT 5

DATE: 3.8.11
GP JOB# 10039



**Avondale
General Plan Update**

**Infill Districts
Figure 3**

Sources:
Maricopa County Department of Transportation
Arizona Department of Transportation
City of Avondale, Arizona
June 17, 2002

- Infill Districts**
- Cashion Multicultural Development District
 - Cashion Residential
 - Central/South Avondale Residential
 - Gateway Avondale
 - Historic Light Industrial
 - Las Ligas Residential
 - Old Town Avondale
 - Streets
 - Hydrology
 - Railroad
 - Planning Boundary



Excerpt of the Minutes of the regular Planning Commission meeting held April 21, 2011 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Angela Cotera, Vice Chair
Lisa Amos, Commissioner
David Scanlon, Commissioner
Sean Scibienski, Commissioner
David Iwanski, Commissioner

COMMISSIONERS EXCUSED

Michael Long, Chairman
Grace Carrillo, Commissioner

CITY STAFF PRESENT

Tracy Stevens, Planning Manager, Development Services Department
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II, Development Services Department
Eric Morgan, Planner II, Development Services Department
Stacey Bridge-Denzak, Planner I, Development Services Department
Jennifer Fostino, Zoning Specialist, Development Services Department
Linda Herring, Development Services Representative

APPLICATION NO. PL-11-0017

APPLICANT: Mr. Jack Gilmore
 Gilmore Parsons Design Group
 (602) 266-5622

PROPERTY OWNER: Coldwater Industrial, LLC
 (602) 994-7575

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application PL-11-0017, a request for a minor General Plan Amendment for approximately 4.2 acres of undeveloped land located approximately 690 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way (APN# 500-02-016-S and 500-02-016-Y). The General Plan Amendment request will change the land use designation from Freeway Commercial to Employment; the Employment land use designation encourages the development of facilities that provide employment opportunities, such as general office and enclosed industrial uses.
 Staff Contact: Ken Galica

Mr. Galica, Planner II, presented a minor General Plan amendment for a project called Coldwater Industrial. The subject property is located north of Van Buren Street on the west side of Eliseo C. Felix Jr. Way. Current zoning is C-2, surrounded by a combination of C-2 and A-1 zones. Surrounding uses include the rear of the Coldwater Plaza Shopping Center, ADOT offices to the south, more offices and a construction yard to the east, and a retention basin and maintenance yard to the north. The subject property is identified in the 2002 General Plan as Freeway

Commercial. This designation encourages uses that generate high amounts of traffic from a regional trade area, typically retail.

Mr. Galica stated that the application is to change the property's land use designation to Employment. Everything east of the Agua Fria River in this area has been designated appropriate for Commerce Park uses, leaving the properties west of the river appropriate for A-1. Most of those properties have been developed. This property would be problematic from a development standpoint if it were to be developed as Freeway Commercial, since it does not have direct access to an arterial street. Eliseo C. Felix Jr. Way is an industrial collector with very limited access and low capacity. It also has limited visibility, which is necessary to attract passers by. There is no planned connectivity to the north, east or west.

Mr. Galica advised that this change would affect less than 1% of the City's Freeway Commercial land. The change would have little impact on the City's tax base and no impact on City services. The zoning ordinance and design manuals would ensure that future development on the site would be of high quality. The proposed change is consistent with land use and economic development goals. It meets the four findings required for General Plan amendments. Mr. Galica stated that staff recommends approval of the application.

Commissioner Iwanski queried whether other similar parcels in the City have this problem. Mr. Galica acknowledged the possibility exists that other land owners have properties with inappropriate land designations.

Vice Chair Cotera noted an adjacent plot of Freeway Commercial land and questioned whether the proposed change would make that parcel even less useful. Mr. Galica said that the parcel is not included in the request because it belongs to Coldwater Plaza Shopping Center. It is a very deep retention pond that is fenced off and is not something that adds to the aesthetics of the area. There is little that can be done to improve that parcel at the moment because it is tied to existing development.

Vice Chair Cotera queried whether the adjacent ADOT office has been permanently closed or not. Mr. Galica noted that it is not open to the public, but ADOT continues some level of activity there. If it does reopen to the public, traffic would be less of a burden if the application property were developed under Employment instead of Freeway Commercial.

Vice Chair Cotera opened the public hearing and invited public commentary, but there were no speakers.

Commissioner Scanlon **MOVED** to accept the findings and recommend approval of application PL-11-0017, a request to amend the General Plan from Freeway Commercial to Employment, for approximately 4.26 acres located north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way. Commissioner Amos **SECONDED**. **The motion passed unanimously.**

RESOLUTION NO. 2971-511

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND USE DESIGNATION OF APPROXIMATELY 4.26 ACRES LOCATED WEST OF ELISEO C. FELIX JR. WAY AND NORTH OF VAN BUREN STREET.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on June 17, 2002, and ratified by the qualified electors of the City of Avondale (the “City”) on September 10, 2002; and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land use designations; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City has given notice to and provided all neighboring cities, Maricopa County, the Maricopa Association of Governments, the Arizona Department of Commerce, all local school districts and the Gila River Indian Community the opportunity for comment on the amendment to the General Plan; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City has consulted with, advised and provided the opportunity for public comment on the amendment to the General Plan; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Planning and Zoning Commission (i) held a public hearing in the City Council Chambers on April 21, 2011, on the proposed General Plan amendment and (ii) provided notice of such hearing by publication of said notice in the *West Valley View* on April 5, 2011; and

WHEREAS, pursuant to the General Plan, the City Council (i) held a public hearing in the City Council Chambers on the proposed General Plan amendment on May 16, 2011 and (ii) provided notice of such hearing by publication of said notice in the *West Valley View* on April 26, 2011; and

WHEREAS, the City Council finds and determines that (i) proper notice has been given in a manner required by ARIZ. REV. STAT. § 9-461 *et seq.* of the proposed General Plan amendment and (ii) each of the required publications have been made in the *West Valley View*, a newspaper of general circulation in the City; and

WHEREAS, the City Council desires to amend the General Plan to change the land use designation for approximately 4.26 acres of real property generally located west of Eliseo C. Felix Jr. Way and north of Van Buren Street from “Freeway Commercial” to “Employment.”

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 General Plan is hereby amended to change the land use designation for approximately 4.26 acres of real property generally located west of Eliseo C. Felix Jr. Way and north of Van Buren Street, as described and depicted on Exhibit A, attached hereto and incorporated herein by reference, from “Freeway Commercial” to “Employment.”

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2971-511

[General Plan Amendment Legal Description and Map]

See following page.

EXHIBIT A
Legal Description
APN 500-02-016Y and 500-02-016S

That portion of the Southwest Quarter of Section 2, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the West half of the Southwest Quarter of said Section 2, from which the Southwest corner of said Section 2 bears N 88° 35' 23" W, a distance of 1319.35 feet;
THENCE N 00° 26' 38" E along the East line of the West half of the Southwest Quarter of said Section 2, a distance of 735.14 feet **POINT OF BEGINNING**;

THENCE leaving said East line N 89° 31' 22" W, a distance of 345.74 feet to the Easterly line of Coldwater Plaza Amended, according to the plat thereof recorded on April 18, 2003 in Book 631, Page 46 of the Maricopa County Records;

THENCE N 00° 32' 36" E along said Easterly line, a distance of 537.86 feet to the Southerly line of said Coldwater Plaza Amended;

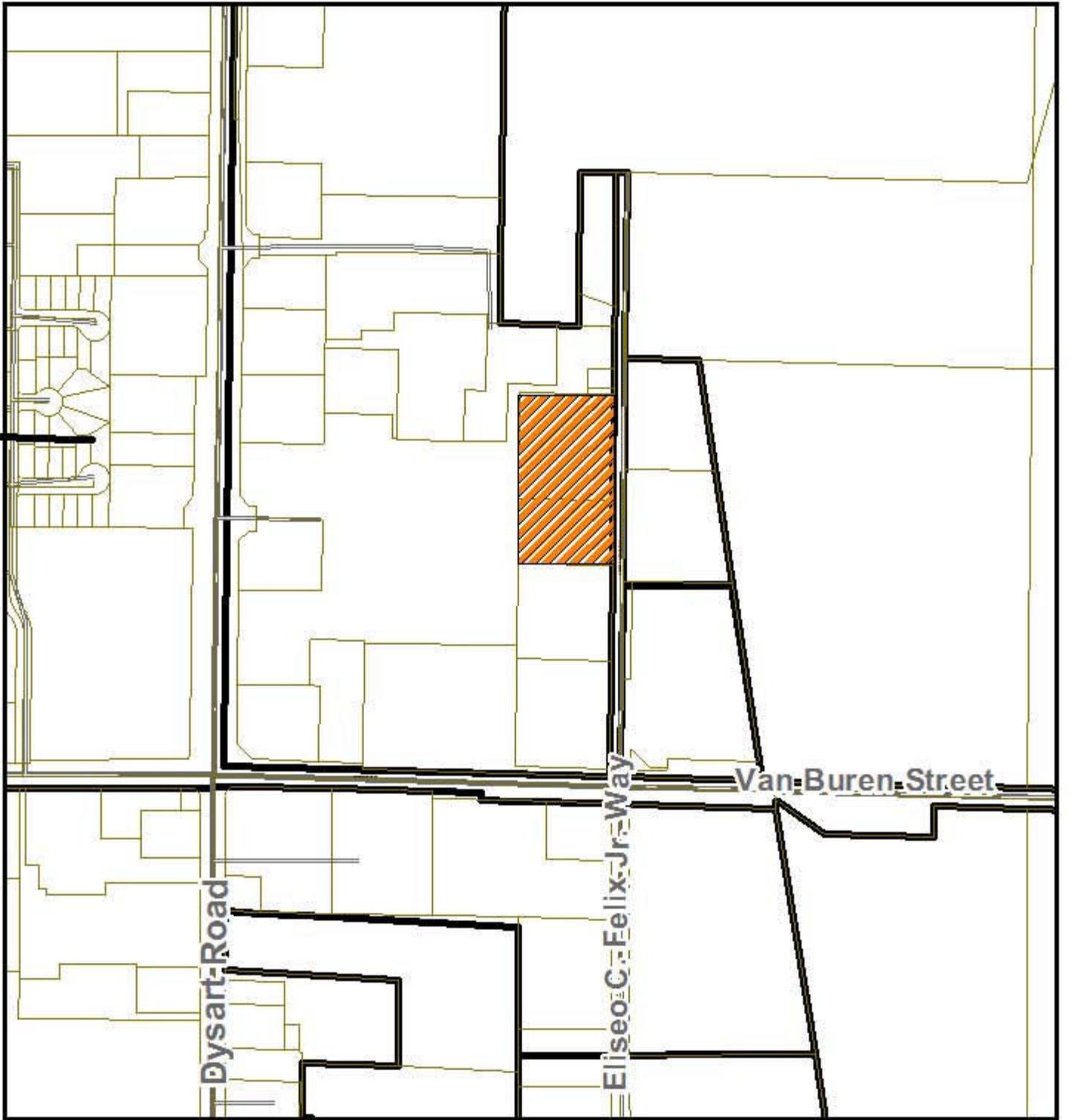
THENCE leaving said Easterly line S 89° 26' 43" E along said Southerly line, a distance of 344.81 feet to the East line of the West half of the Southwest Quarter of said Section 2;

THENCE S 00° 26' 38" W along said East line, a distance of 537.44 feet to the **POINT OF BEGINNING**.

Containing 185,637 sq. ft. (4.26 Ac.) ±.



EXPIRES: 9/30/12

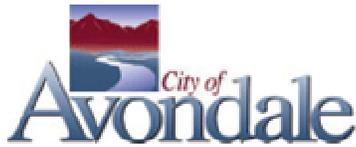


Application PL-11-0017



Subject Property





DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1457-511 –
Coldwater Industrial Rezoning (PL-10-0133)

MEETING DATE:
May 16, 2011

TO: Mayor and Council
FROM: Sue McDermott, Development Services Director/City Engineer (623) 333-4211
THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Adoption of Ordinance 1457-511, amending the Zoning Atlas for property from C-2 (Community Commercial) to A-1 (General Industrial).

PARCEL SIZE: Approximately 4.26 acres

LOCATION: Approximately 690 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way (Exhibits A, B, C, and D).

APPLICANT: Mr. Jack Gilmore, Gilmore Parsons Design Group (602) 266-5622

OWNER: Coldwater Industrial, LLC (602) 994-7575

BACKGROUND:

The property was annexed in 1956 and zoned C-2 (Community Commercial) since 1997. The property has been vacant since the early 1970s; it had formerly been developed with apartment units as part of a Maricopa County migrant worker housing project. The property is currently designated as Freeway Commercial on the General Plan Land Use Map. The applicant has submitted a concurrent request (PL-11-0017) for a minor general plan amendment to change the designation to Employment. The Employment classification encourages uses that provide employment opportunities, such as general office and industrial uses. Development in accordance with the Employment designation may include a screened outdoor storage component; however, all other activities must be conducted within enclosed buildings. This rezoning request will be considered as a separate item and can only be approved if the General Plan Amendment request is approved.

The property is located north of Van Buren Street on Eliseo C. Felix Jr. Way, an industrial collector roadway that dead ends approximately 175 feet north of the northern property line. Industrial collectors are relatively narrow streets not designed to accommodate heavy traffic generated by intense uses. There are no plans to widen Eliseo C. Felix Jr. Way north of Van Buren Street because of its limited connectivity to the City's roadway network.

The uses and current zoning of the surrounding properties are as follows:

- **SOUTH:** An Arizona Department of Transportation Motor Vehicle Division branch office. No vehicle testing or emissions services are offered at this location. The property is zoned C-2 (Community Commercial) and is designated as Freeway Commercial on the General Plan Land Use Map.
- **WEST:** The rear service area of the Coldwater Plaza Shopping Center. The major tenant buildings within Coldwater Plaza front onto Dysart Road and include Sam's Club and Home

Depot. The shopping center is zoned C-2 and is designated as Freeway Commercial on the General Plan Land Use Map.

- **NORTH:** A large retention basin serving the Coldwater Plaza retail development to the west and a City of Avondale well site. The properties to the north are zoned C-2 (Community Commercial) and is designated as Freeway Commercial on the General Plan Land Use Map.
- **EAST:** The subject property is bordered on the east by two separate developments. Nina Construction, an outdoor contractor's storage yard and affiliated offices, is located directly across Eliseo C. Felix Jr. way from the northern half of the subject property. An office building used by the Littleton Elementary School District/Agua Fria High School District's administration is located directly across Van Buren Street from the southern half of the subject property. Both developments are designated as Employment on the General Plan Land Use Map.

Additionally, the property is located approximately 2,000 feet from the nearest point of Interstate 10. Because of this near half-mile separation, there is very limited visibility into the property from the perspective of the eastbound traveler on I-10, and no visibility from the perspective of the westbound traveler.

SUMMARY OF REQUEST:

1. The request is to rezone two contiguous parcels from C-2 (Community Commercial) to A-1 (General Industrial).

2. The applicant has indicated that, following the minor General Plan amendment and rezoning, the property will be marketed to small and medium sized companies looking for build-to-suit property zoned to accommodate light industrial uses.

3. Any of the uses permitted in the A-1 district would be allowed and future development will be required to adhere to development standards for the A-1 District as well as design standards contained within the Zoning Ordinance and Design Manuals.

PARTICIPATION:

The applicant has conducted two neighborhood meetings for this project.

The first neighborhood meeting was held on Thursday, January 27th at 6:00 P.M. in City Hall's Mojave Conference Room and focused on the Rezoning request. The meeting was advertised in the January 11, 2011 edition of the West Valley View. The property was posted on January 10, 2011. Additionally, 24 property owners within 500 feet of the subject property were notified of the meeting by letters sent on January 11, 2011. In a letter submitted to the Planning Division prior to the meeting, joint owners of the reception hall located to the southeast of the subject property expressed concerns about potential noise and/or dust produced by a future industrial use, as well as aesthetic concerns over the quality of future landscaping and screening of outdoor storage (Exhibit F). The applicant contacted the concerned citizens to encourage them to attend the neighborhood meeting, however they did not attend. One interested citizen attended the neighborhood meeting, a representative of the adjacent Agua Fria Union High School District. According to the applicant's summary (Exhibit G), the school district representative did vocalize any concerns over the proposal.

Prior to the second neighborhood meeting, the applicant again contacted the concerned business owners and discussed their concerns in detail. The applicant provided a written summary of the conversation (Exhibit H), which indicates that the existing business owners will be receptive of industrial development on the subject property if landscaping, architecture, and site design match the quality of surrounding developments. Because the City has adopted new, stricter design and landscaping standards since the surrounding developments were constructed, staff believes new development on the subject property will exceed the quality of development existing in the area.

The second neighborhood meeting was held on Wednesday, March 9th at 6:00 P.M. in City Hall's Ocotillo Conference Room and focused on both the General Plan Amendment and Rezoning requests. The meeting was advertised in the February 22, 2011 edition of the West Valley View. The sign was updated to reflect the date and time of the meeting on February 21, 2011. Again, 24 property owners within 500 feet of the subject property were notified of the meeting by letters sent on February 22, 2011. No interested parties attended this second neighborhood meeting (Exhibit I).

A notice of the April 21 Planning Commission hearing was published in the West Valley View on April 5, 2011. On March 22, the sign was updated to reflect the date and time of the Planning Commission meeting. On April 4, letters were mailed to 24 property owners within 500 feet of the subject property. No interested parties spoke on this item at the meeting.

A notice of this City Council hearing was published in the West Valley View on April 26, 2011. On April 28, the sign was updated to reflect the date and time of the City Council meeting. On April 22, 2011 letters were mailed to the 24 property owners whose parcels are located within 500 feet of the subject property. No additional comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on April 21, 2011, and voted 5-0 to recommend approval of this request subject to the following staff recommended stipulations (Exhibit K):

1. Development of the site shall be in conformance with the Coldwater Industrial Rezoning Narrative date stamped February 7, 2011.
2. Development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
3. Development shall adhere to the City of Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development and all applicable provisions of the Avondale Zoning Ordinance.
4. Financial assurance for all work within the public right-of-way shall be paid prior to issuance of the first construction permit.
5. Street improvements along the entire length of the property frontage adjacent to Eliseo C. Felix Jr. Way shall be completed with the first phase of development on the subject property. Improvements include installation of curb and gutter, street lights, sidewalk, right-of-way landscaping, and any other improvements deemed necessary by the City at the time of site plan review.
6. Development may not cross property lines. Approval of a final plat shall be required to combine the two parcels and dedicate any necessary right-of-way prior to issuance of a building permit if the two subject parcels are developed as a unified site.

Chairman Long and Commissioner Carrillo were excused from the meeting.

ANALYSIS:

- The proposed minor General Plan amendment would designate the site as Employment. The Employment designation encourages general office and enclosed industrial uses. The Employment designation can be implemented with the CP (Commerce Park) or A-1 (General Industrial) Zoning Districts.
- The A-1 zoning district is intended for more intense heavy industrial development. It accommodates warehousing, wholesaling, and manufacturing uses, as well as limited outdoor storage with approval of a Conditional Use Permit. Furthermore, uses in the A-1 District may not cause excess noise, odors, dust or other externalities which would have a negative effect on surrounding properties.

- The subject property is surrounded by a mix of general industrial, office, and retail developments. The surrounding zoning districts include A-1 and C-2. With adherence to required development standards and design standards, the uses permitted in the A-1 District are compatible with the surrounding land uses.
- The subject property has little potential to be developed for commercial uses as it is located off of an industrial collector roadway with access only from the south from Van Buren Street. Development of the site with an industrial focus will generate less traffic congestion than if the property were developed with commercial uses under its current C-2 zoning.
- The visibility of the parcel from I-10 and Van Buren Street is poor, which further limits the viability of the parcel for retail development. Industrial uses do not typically rely upon high visibility and thus the rezoning to A-1 would enhance the probabilities of a successful development occurring on the subject property.
- Improvements to the entire length of the property's frontage will be completed with the first phase of development. These improvements include, but may not be limited to, installation of curb and gutter, landscaping, streetlights, and sidewalk. No additional right-of-way for traffic lanes is required; however right-of-way for turn lanes and/or deceleration lanes may be needed after review of a traffic study at the time of site plan submittal.
- If the General Plan Amendment is approved, staff believes the A-1 district is the most appropriate zoning district to implement the General Plan at this location. If the General Plan Amendment is not approved, the rezoning to A-1 will not be appropriate given the Freeway Commercial General Plan designation.

Conclusion:

Based on the information provided by the applicant, the public input received, the analysis by staff, and the recommendation of the Planning Commission, staff recommends approval of the requested rezoning. This request meets the required criteria and will conform to the conditions of approval.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt the Ordinance approving Application PL-10-0133, a request to rezone approximately 4.26 acres from C-2 (Community Commercial) to A-1 (General Industrial), subject to the following six stipulations:

1. Development of the site shall be in conformance with the Coldwater Industrial Rezoning Narrative date stamped February 7, 2011.
2. Development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
3. Development shall adhere to the City of Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development and all applicable provisions of the Avondale Zoning Ordinance.
4. Financial assurance for all work within the public right-of-way shall be paid prior to issuance of the first construction permit.
5. Street improvements along the entire length of the property frontage adjacent to Eliseo C. Felix Jr. Way shall be completed with the first phase of development on the subject property. Improvements include installation of curb and gutter, street lights, sidewalk, right-of-way landscaping, and any other improvements deemed necessary by the City at the time of site plan review.
6. Development may not cross property lines. Approval of a final plat shall be required to combine the two parcels and dedicate any necessary right-of-way prior to issuance of a building permit if

the two subject parcels are developed as a unified site.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** Ordinance 1457-511 approving Application PL-10-0133, a request to amend the Zoning Atlas for approximately 4.26 acres from C-2 (Community Commercial) to A-1 (General Industrial), subject to the six recommended stipulations.

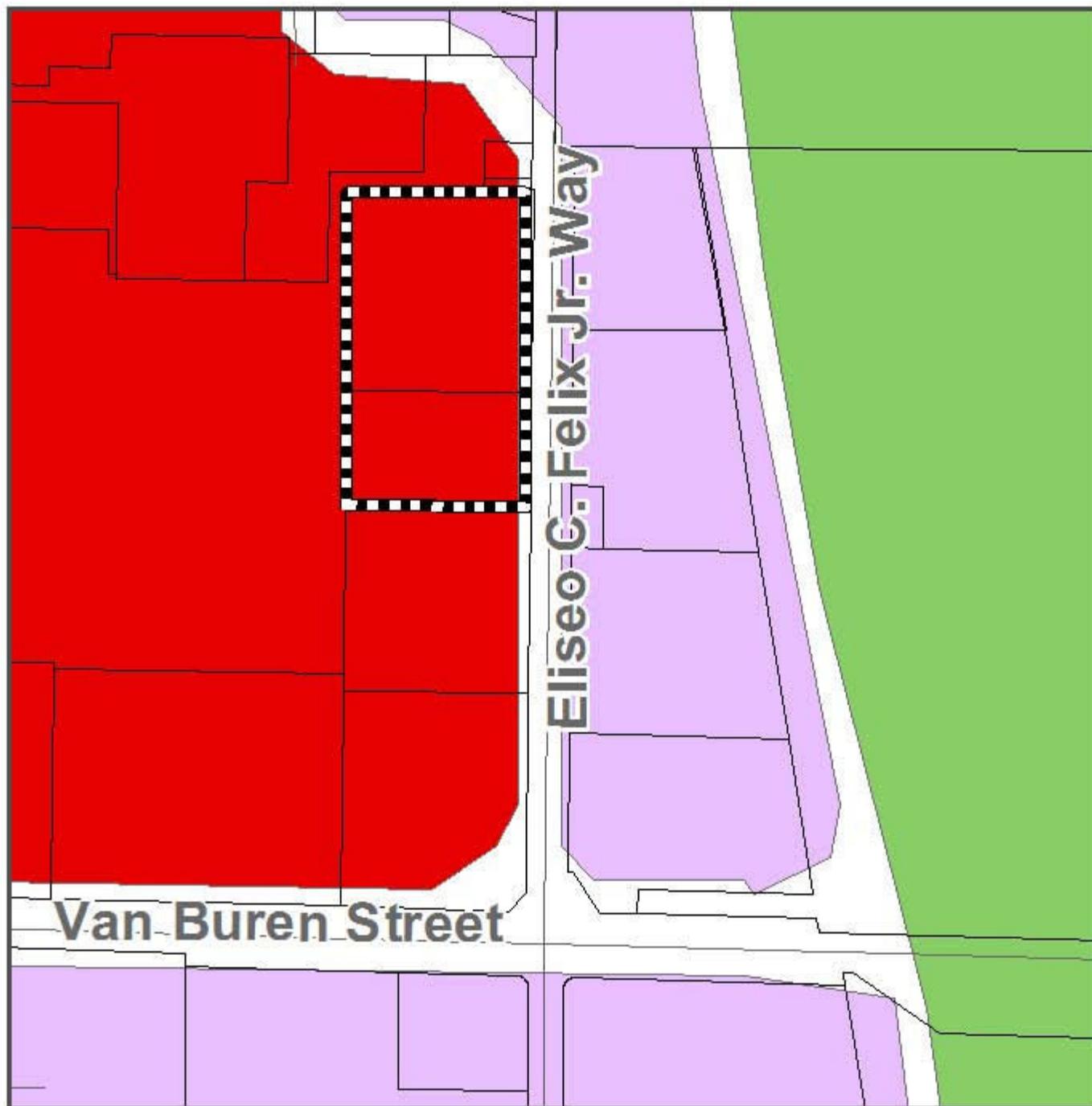
ATTACHMENTS:

Click to download

- 📄 [Exhibit A - Current General Plan Land Use Map](#)
- 📄 [Exhibit B - Proposed General Plan Land Use Map](#)
- 📄 [Exhibit C - Zoning Vicinity Map](#)
- 📄 [Exhibit D - Aerial Photograph](#)
- 📄 [Exhibit E - Summary of Related Facts](#)
- 📄 [Exhibit F - Letter from Carmen and Anthony Gonzales, dated January 12, 2011](#)
- 📄 [Exhibit G - First Neighborhood Meeting Summary from applicant Jack Gilmore, dated February 3, 2011](#)
- 📄 [Exhibit H - Letter from applicant Jack Gilmore, dated February 11, 2011](#)
- 📄 [Exhibit I - Second Neighborhood Meeting Summary from applicant Jack Gilmore, dated March 10, 2011](#)
- 📄 [Exhibit J - Applicant's Rezoning Narrative, date stamped February 7, 2011](#)
- 📄 [Exhibit K - Excerpt of Draft Planning Commission Minutes from April 21, 2011](#)
- 📄 [Ordinance 1457-511](#)

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019



Existing Land Use Map

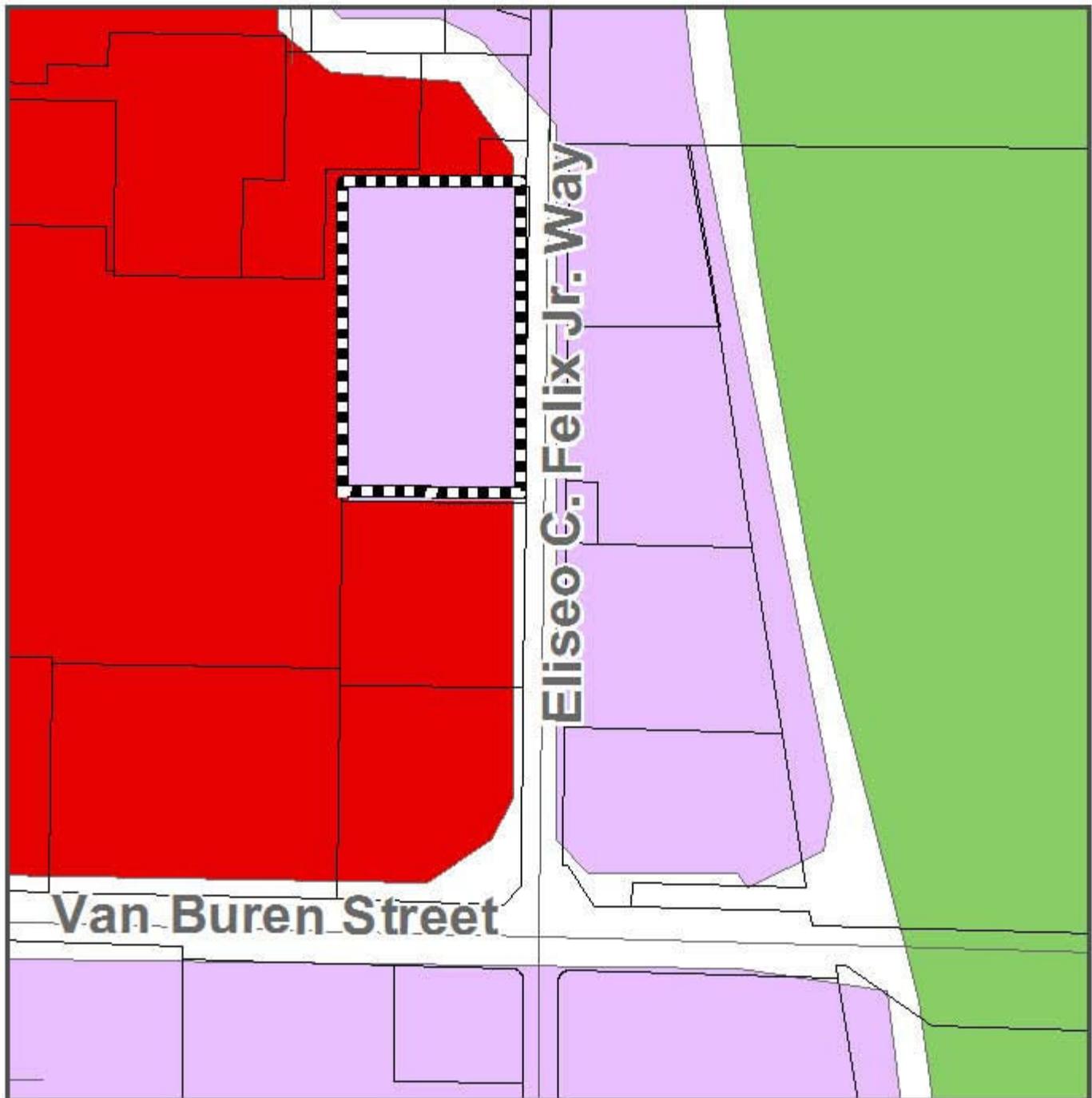
General Plan Land Use Map

 Parcel_Extended	 Medium Density Residential
 Commercial	 Medium High Density Residential
 Employment	 Mixed Use
 Freeway Commercial	 Multi Family Residential
 High Density Residential	 Open Space
 Low Density Residential	 Public Facilities



Subject Property





Proposed Land Use Map

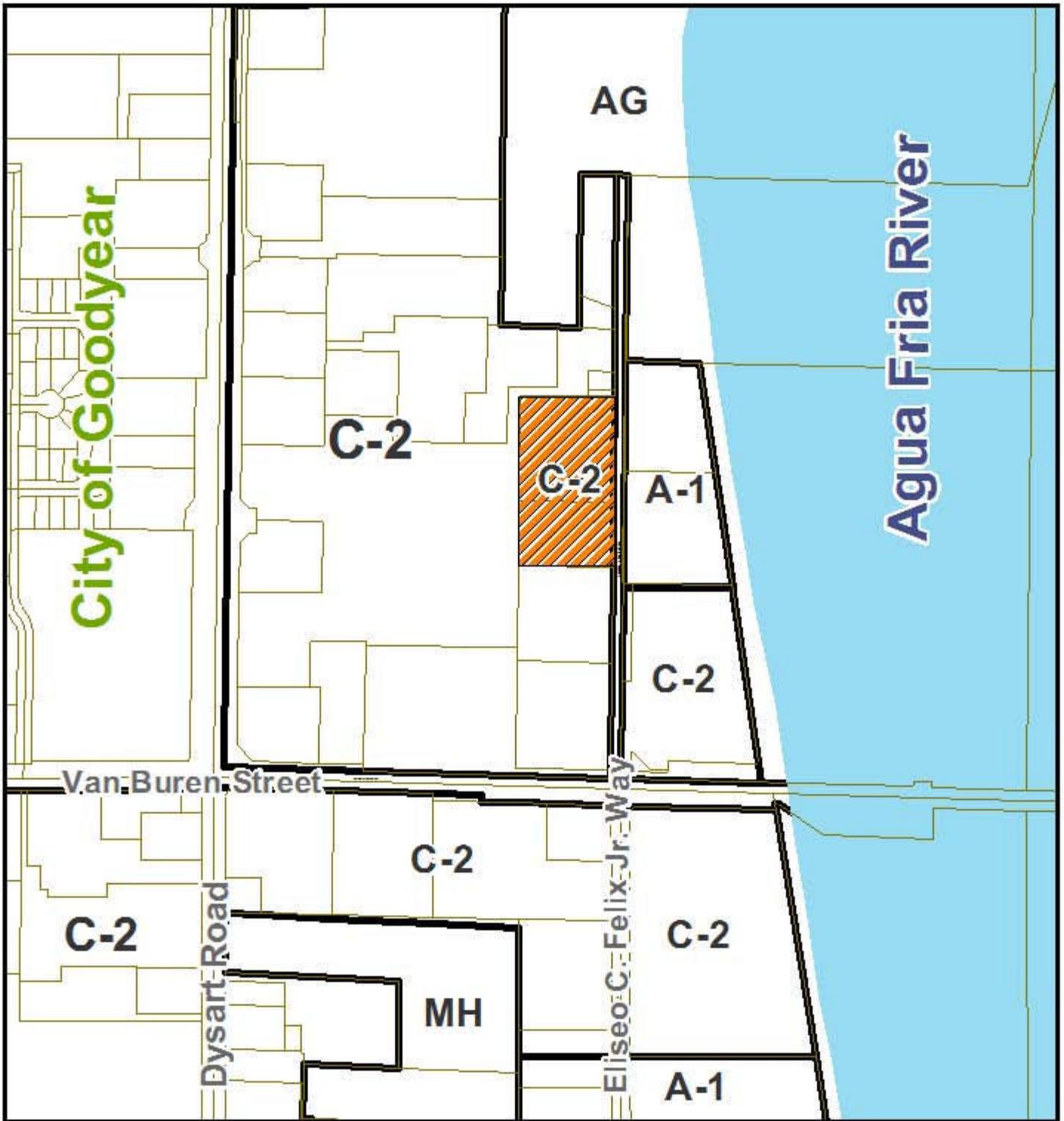
General Plan Land Use Map

 Parcel_Extended	 Medium Density Residential
 Commercial	 Medium High Density Residential
 Employment	 Mixed Use
 Freeway Commercial	 Multi Family Residential
 High Density Residential	 Open Space
 Low Density Residential	 Public Facilities



Subject Property





Zoning Vicinity Map

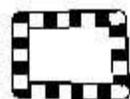


Subject Property





Aerial Photograph



Subject Property



SUMMARY OF RELATED FACTS

APPLICATION PL-10-0133

<i>THE PROPERTY</i>	
PARCEL SIZE	Two parcels totaling approximately 4.26 Gross Acres
LOCATION	Approximately 690 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way
EXISTING LAND USE	Vacant/Undeveloped
EXISTING ZONING	C-2 (Community Commercial)
ZONING HISTORY	The property was annexed in 1956. Records indicate that the property has been zoned C-2 since at least 1990.
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	C-2 (Community Commercial) – Retention Basin for Coldwater Plaza
EAST	A-1 (General Industrial) – Contractor storage yard (Nina Construction) and Littleton School District offices
SOUTH	C-2 (Community Commercial) – Arizona Department of Transportation branch office
WEST	C-2 (Community Commercial) – Coldwater Plaza Shopping Center

<i>GENERAL PLAN</i>	
The subject property is designated as Commercial on the General Plan Land Use Map. A separate application is being processed concurrently to change the General Plan Land Use Designation to Employment.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor Elementary School (K-8)
HIGH SCHOOL	Agua Fria High School

STREETS

Eliseo C. Felix Junior Way

Classification	Industrial Collector
Existing half street ROW	32.5 feet
Standard half street ROW	32.5 feet
Existing half street improvements	One thru-lane (unstriped), 1/2 center turn lane (unstriped)
Standard half street improvements	One thru-lane, 1/2 center turn lane, curb and gutter, sidewalk, street lights, and landscaping

UTILITIES

Water will be served to the site by an existing 16" water line in Eliseo C. Felix Jr. Way.
The site will be served by an existing 24" sewer line in Eliseo C. Felix Jr. Way.

January 12, 2011

City of Avondale
Planning Division
11465 W. Civic Center Drive, Ste. 110
Avondale, AZ 85323



Re: Rezoning C-2 to A-1
APN #500-02-016S & APN #500-02-016Y
Application No. PL-10-0133

To Whom It May Concern:

In response to Gilmore Parson's request to rezone these parcels , we would like to formally state our concerns and have them entered into the case file.

If this land is rezoned to A-1 (General Industrial), businesses could be permitted to open which could be disparate to our locale and those already surrounding us, thus affecting all of us adversely. We are specifically concerned about any business which would produce noise or dust, have outdoor storage requiring screen walls, or not be required to landscape in a manner congruent to our immediate area.

Therefore, we are opposed to the request to rezone.

Respectfully,

Handwritten signatures of Anthony D. Gonzales and Carmen M. Gonzales. The signature of Anthony D. Gonzales is written in a cursive style, and the signature of Carmen M. Gonzales is written below it, also in cursive.

Anthony D. Gonzales

Carmen M. Gonzales

Owners

Estrella Vista Reception Center
1471 N. Eliseo C. Felix Jr. Way
Avondale, AZ 85323



GILMORE PARSONS

LAND DESIGN GROUP

February 3, 2011

Mr. Ken Galica
City of Avondale-Development Services
11465 West Civic Center Dr.
Suite 110
Avondale, AZ 85323-6804

Re: Neighborhood Meeting Notes
Rezoning Application for Coldwater Industrial
PL-10-0133

Dear Ken:

The following notes summarize the Neighborhood Meeting that was scheduled for the Coldwater Industrial Rezoning Application. Obviously, we were hoping for a larger turnout. We were especially hopeful that the Gonzales' would attend so that we could discuss their concerns. I did exchange phone calls and voice mails with Carmen Gonzales who stated that she and her husband would be in attendance. We will continue to try and make contact prior to the next neighborhood meeting for the minor general plan amendment.

Date of Meeting: 1-27-11; 6:00PM
Meeting Title: Neighborhood Meeting for Rezoning App. PL-10-0133
Meeting Location: Avondale City Hall; Mojave Room
Purpose of Meeting: Allow neighbors within 500' of the project to review the application and discuss issues of interest and concern.

Attendees:

Representing Coldwater Industrial:

Jack Gilmore; Applicant for the Rezoning Application

Neighbors:

John Schmadeke, representing the Agua Fria UHS District, one of the property owners directly east of the project site.

Notes

1. John Schmadeke was our only attendee. He is the Assistant Operations Manager for the Agua Fria Union High School District and their operations center is located directly across the street and also zoned A-1. I reviewed the intent of the rezoning application and let him know that he would be receiving another letter very soon for another neighborhood meeting for the Minor General Plan Amendment. I emphasized to John that our clients would be submitting for formal site plan approval at a later date when there were some users ready to commit to project, and there would a separate hearing process.

Ken, the meeting concluded at 6:45.

Jack Gilmore, LA



GILMORE PARSONS
LAND DESIGN GROUP

February 11, 2011

Mr. Ken Galica
City of Avondale
Development Services
11465 West Civic Center Dr.
Suite 110
Avondale, AZ 85323-6804

Re: Contact with Anthony Gonzales
Rezoning Application for Coldwater Industrial
PL-10-0133

Ken:

Earlier today, I received a return call from Anthony Gonzales regarding the rezoning application. I had placed several calls following your notification that he and Carmen Gonzales had submitted a letter in opposition. He was very cordial and expressed their concern about a noisy operation that might generate a lot of dust. I reviewed the intent to just rezone the property from C-2 to A-1, explaining that there would be a separate application for site plan approval when there is a specific user. He acknowledged your conversation and accepts that the City does have requirements for light industrial operations within enclosed buildings, landscape and screening requirements. I did let him know that if there is any outdoor storage, it would occur off the frontage behind screen walls. Any project will also be required to install a 20' landscaped setback along the frontage of Eliseo C. Felix Jr. Way. As long as there are projects similar to the existing, then they will be receptive.

I did tell Anthony that they will be receiving another Neighborhood Meeting notice for the Minor General Plan Amendment. He said that they would try and attend this one to review our exhibits.

Ken, I believe that between our two phone conversations with Anthony and hopefully their attendance at the next Neighborhood Meeting we can address their concerns.

Respectfully,

Jack Gilmore, LA

cc: Luke Lewis
Mark Lewis
file



GILMORE PARSONS
LAND DESIGN GROUP

March 10, 2011

Mr. Ken Galica
City of Avondale
Development Services
11465 West Civic Center Dr.
Suite 110
Avondale, AZ 85323-6804

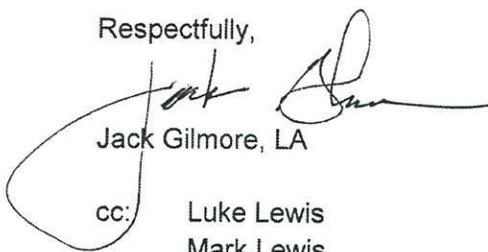
Re: Minor GPA for Coldwater Industrial **PL-11-0017**
Neighborhood Meeting Notes

Ken:

The Neighborhood Meeting for Coldwater Industrial's Minor General Plan Amendment occurred yesterday evening, March 9th at 6:00PM in the Ocotillo Room at Avondale's City Hall. I was present from 5:50 – 6:50PM, and unfortunately must report that we had no neighbors attend to discuss the application. For most consultants, this is typically good news, since we hope not to have any surprises at the public hearings. Based on my last phone call with Anthony Gonzales from the Estrella Vista Reception Center, I was hoping that he and his wife, Carmen might attend. Prior to the P&Z Commission Hearing in April, I will plan to call and see if he or Carmen have any concerns that we can address.

Please call if you have any questions. Thank you for your assistance.

Respectfully,



Jack Gilmore, LA

cc: Luke Lewis
Mark Lewis
file

Coldwater Industrial

**A Request to Rezone Approximately 4.26 Acres
Northwest of Van Buren Street and
Eliseo C. Felix Jr. Way
Avondale, Arizona
500-02-016S
Submitted**

**December 7, 2010
Revised
January 13, 2011
Revised
January 31, 2011**

312.55'

Submitted By:

GILMORE PARSONS LAND DESIGN GROUP

500-02-016Y

Submitted For:

COLDWATER INDUSTRIAL, LLC

312.81'

JR.

FELIX

261.17'

500-02-0130 91

103'

8

2

500

309.86'

51

16



TABLE OF CONTENTS

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LIST OF EXHIBITS

1. Vicinity Map
2. Existing Land Uses Map
3. Floodplain Map
4. Results of Survey
5. Legal Description
6. General Plan

I. Introduction

On behalf of Coldwater Industrial, LLC (the "Owner"), Gilmore Parsons Land Design Group (the Applicant) respectfully submits for consideration this Application for Rezoning. This Application involves 4.26 gross acres (3.85 net) located approximately 700' north of Van Buren Street on the west side of Eliseo C. Felix Jr. Way in Avondale, Arizona (the "Property"). See Vicinity Map attached as **Exhibit 1**. The Owner seeks to rezone the Property from Community Commercial (C-2) to General Industrial (A-1). This request is being processed concurrently with a second application for a Minor General Plan Amendment that will change the property's land use designation from Freeway Commercial to Employment. The proposed A-1 zoning will allow a variety of employment / industrial related land uses including office, manufacturing, warehousing, and distribution.

The purpose of this application is to amend the existing zoning to A-1 which provides a more appropriate yet compatible land use for this specific location. As the west side market begins to recover from the current recession, the Owners intend to market this property to small and medium sized employment users seeking a location in close proximity to an established commercial core, Coldwater Plaza. As specific users are selected, then site plans shall be submitted in accordance with Section 106, *Site Plan Review*, of the City of Avondale Zoning Ordinance. While no particular architectural style will be defined at this time, architectural standards for the development will be established through the Site Plan Review process at a later date. It will be the intent for the Owner/Developer of each building to use an approved set of architectural and landscape architectural design features that reinforces a design theme. The Site Plan Approval Application will also include a current ALTA Survey and topographic survey of the property.

II. Existing and Surrounding Land Uses

Although the Property is currently vacant, it is situated in an established area with existing commercial, office, and light industrial developments surrounding the project site: See Existing Land Uses Map attached as **Exhibit 2**. The proposed

COLDWATER INDUSTRIAL
Narrative for Rezoning Application
Revised 1-31-11

General Industrial zoning will be compatible with these existing surrounding land uses.

- West of the Property and backing up to the project site is Coldwater Plaza, a large commercial shopping complex with a mix of retail shops and pad sites fronting onto Dysart Road, including Home Depot and Sam's Club. Coldwater Plaza is zoned C-2.
- North of the Property is a City of Avondale well site and a retention area used by the Coldwater Plaza, all zoned C-2.
- Directly east of the Property are three parcels; Nina Construction Supply, an office and service center for the Agua Fria Union High School District, and a City of Avondale lift station, all zoned General Industrial A-1.
- South of the Property is an ADOT office zoned C-2.

The subject property is located on the backside of Coldwater Plaza with its only direct access limited from the south at the intersection of Van Buren Street and Eliseo C. Felix Jr. Way. The north bound circulation on Eliseo C. Felix Jr. Way leads to a cul-de-sac and a back service entrance into the Coldwater Plaza. Its marketing window is very limited to a distant perspective of Interstate 10 that is approximately 2,000 feet to the north. It is the combination of these site challenges that helps to justify the General Industrial Zoning designation. Intended users are those employment / light industrial users that would seek to establish a destination oriented business in close proximity to the commerce surrounding the Dysart Road and Van Buren Street intersection. The existing commercial C-2 zoning typically attracts retail users who rely on a marketing window with continuous traffic flow. The restricted access and limited visibility shifts the targeted users to more employment oriented businesses that rely on close proximity to these major arterials and other supporting commercial uses.

Current market conditions have imposed development limitations within the industry where Owner /Developers are now competing for a limited number of potential users. Coldwater Industrial LLC seeks to position the subject property with the

appropriate "General Industrial A-1" zoning and thereby marketing their property that is zoned and ready for site plan approval.

III. Existing Zoning

The Property is currently zoned General Commercial C-2. The Avondale Zoning Ordinance describes the C-2 District as being intended to provide goods and services for a community wide trade area. Ideally, these C-2 sites are situated within a larger commercial center with primary driveways accessing arterial streets.

IV. Floodplain Status

The Flood Insurance Rate Map (FIRM) prepared by the Federal Emergency Management Agency designates the subject property as Zone X, not within a designated floodplain boundary. The Zone X classification is generally defined as an area of minimal flood hazard, usually depicted on FIRM maps as above the 500-year flood level. Zone X is the area determined to be outside the 500-year flood and protected by levee from the 100-year flood. Refer to **Exhibit 3**.

V. Conformance with City of Avondale's General Plan

The City of Avondale General Plan ("General Plan") designates the Property as Freeway Commercial. The General Plan defines the purpose for Freeway Commercial: *"to accommodate the more intense uses of the I-10 and Loop 101 corridors. It is intended that this category would allow flexibility for development by allowing regional retail, neighborhood retail, family entertainment, office, and employment uses"*. Even though employment uses are listed as an approved use, the Avondale Planning Staff has historically interpreted this reference for Planned Area Developments (PAD's) that are mixed use, incorporating some form of employment oriented use. In order to process the Rezoning Application for General Industrial (A-1), a Minor General Plan Amendment is required to amend the current designation from Freeway Industrial to Employment. Discussions with the Planning Staff have established their support for the minor amendment. A separate application for a Minor General Plan Amendment will be submitted and processed concurrently with this rezoning application.

Land Use Theme

Land Use Element

GOAL # 4: ENCOURAGE DEVELOPMENT PATTERNS THAT USE LAND IN AN EFFICIENT AND SUSTAINABLE MANNER.

The development of vacant parcels in developed areas can contribute to the efficient use of infrastructure and neighborhood stability. Both new and infill development should be compatible with the surrounding area and natural environment.

- A. Objective: Identify infill sites and develop policies and programs that result in their development.
 - 2) Policy: Investigate additional incentives to promote commercial and residential infill development.

Economic Development Theme

Economic Element

GOAL #2: CONTINUE TO PARTICIPATE IN REGIONAL ECONOMIC DEVELOPMENT EFFORTS.

- A. Objective: Encourage development that will increase the City's sales tax revenues.
- B. Objective: Encourage a diversity of employment types to provide protection against market fluctuations in certain sectors of the economy.
 - 2. Policy: Encourage a diverse range of manufacturing, industrial, and employment opportunities in Avondale.
- D. Objective: Encourage a diversity of employment types to provide protection against market fluctuations in certain sectors of the economy.
 - 1. Policy: Encourage a diverse range of manufacturing, industrial, and employment opportunities in Avondale.

The Property will offer a variety of employment opportunities for Avondale. The Property is in close proximity to a range of other employment uses

around the intersection of Dysart Road and Van Buren Street, and more specifically adjacent to Coldwater Plaza. The development of the Property will help meet the goal to encourage a diversity of employment types providing increased job opportunities for Avondale residents. Increased employment variety can enhance a well-rounded community while expanding municipal revenue.

The proposed rezoning and development will increase the City's sales tax revenue, property tax base, generate employment opportunities and provide an excellent location for destination oriented light industrial uses.

VI. A-1 General Industrial District

The property will be rezoned A-1 and therefore will be developed in accordance with the provisions of the City of Avondale A-1 General Industrial Zoning District, including but not limited to the permitted uses and development standards set forth therein.

VII. Infrastructure

A. Water

Coldwater Industrial will utilize a looped water main system with sizes to be determined when plans are submitted for Site Plan Approval. Currently there is a 16" water line seven feet east of the centerline of Eliseo C. Felix Jr. Way. The City of Avondale's Engineering Staff has indicated that there are no existing taps. Site development will require new water service with final design criteria to be coordinated with the Engineering Department and reflecting the current City of Avondale Standard Details as referenced in the General Engineering Requirement's Manual. The details will be determined during Site Plan Approval.

B. Wastewater

There is an existing 24" VCP trunk sewer running along the east side of Eliseo C. Felix Jr. Way. A new set-over, lined manhole will be required to tie

COLDWATER INDUSTRIAL
Narrative for Rezoning Application
Revised 1-31-11

into the existing 24" Line. There is also an 8" collection sewer located approximately 200' to the north. The City of Avondale's Engineering Staff has initially indicated that the new sewer service for the property could be designed to direct sewer flow into one manhole connecting with the 24" line. This should be more cost effective than extending a new line against grade to the north to connect with the 8" line. Staff also indicated that there is adequate capacity in the 24" line for Coldwater Industrial.

There is an existing sewer manhole located approximately 30' east of the west property line and approximately 270' north of the south property line. City records do not recognize this as an existing service. Paul Lopez, PE with the Avondale Engineering Dept. will continue to research City records to determine direction(s) of service. As part of the Site Plan Approval Application that will include a new ALTA Survey, the status of the sewer existing service at this location will be established. Additional easements may be required to provide City access, all of which will be coordinated with City Staff.

Site development will require new sewer service with final design criteria to be coordinated with the Engineering Department and reflecting the current City of Avondale Standard Details as referenced in the General Engineering Requirement's Manual. The details will be determined during Site Plan Approval.

C. Circulation & Access

The subject property is accessible only from the south along Eliseo C. Felix Jr. Way, a local industrial collector that by default of its location between Coldwater Plaza and the Agua Fria River can only develop as a one-half mile cul-de-sac. Public access begins at the signalized intersection of Van Buren Street and Eliseo C. Felix Jr. Way and extends approximately 700' north to the southeast corner of the subject property. The west half ROW of Eliseo C. Felix Jr. Way is 33' and the east half is 33' for a total existing ROW of 66', which exceeds the existing 60' ROW for Eliseo C. Felix Jr. Way south to Van Buren Street. The typical right-of-way requirement for an Industrial Collector is 60' with a paved cross-section of 42' back of curb to back of curb (City of Avondale Detail 1002). Existing street improvements between Van Buren Street and the subject property include a fully paved section with curb, gutter and sidewalk on both sides, except for the ADOT property immediately south that has no sidewalk. There is existing pavement along the entire frontage of the subject property, but no curb, gutter, or sidewalk.

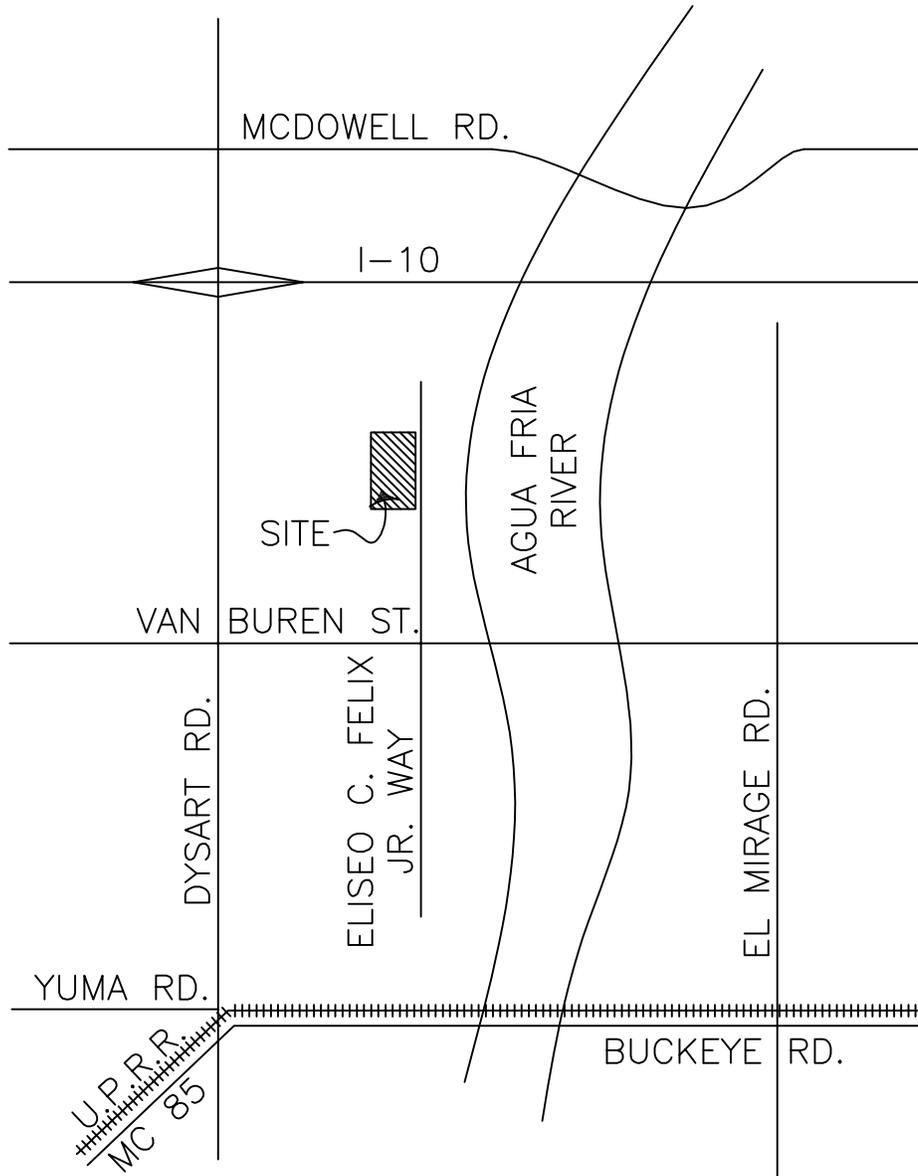
Proposed street improvements for Coldwater Industrial will be established during the Site Plan Approval process, with expectations to match the existing west half improvements to the south. As a result of the Traffic Study to be prepared in conjunction with the Application for Site Plan Approval, it is understood that the City may ask for additional right-of-way for deceleration lanes, turn lanes, and/or transit stops. These improvements will be included with the first phase of development for the entire property frontage. Final driveway locations will be established in conformance with all applicable City of Avondale requirements, with the final locations to be determined at Site Plan Approval. Minimum spacing of driveways is 150' with shared access highly encouraged.

Posting of financial assurances for all work in the public right-of-way will be required prior to the issuance of the first construction permit after obtaining site plan approval.



GILMORE PARSONS

LAND DESIGN GROUP
2211 N. 7th Street, Phoenix, Az 85006
T 602.266.5622 F 602.266.5707
www.getgilmore.com



VICINITY MAP
NTS

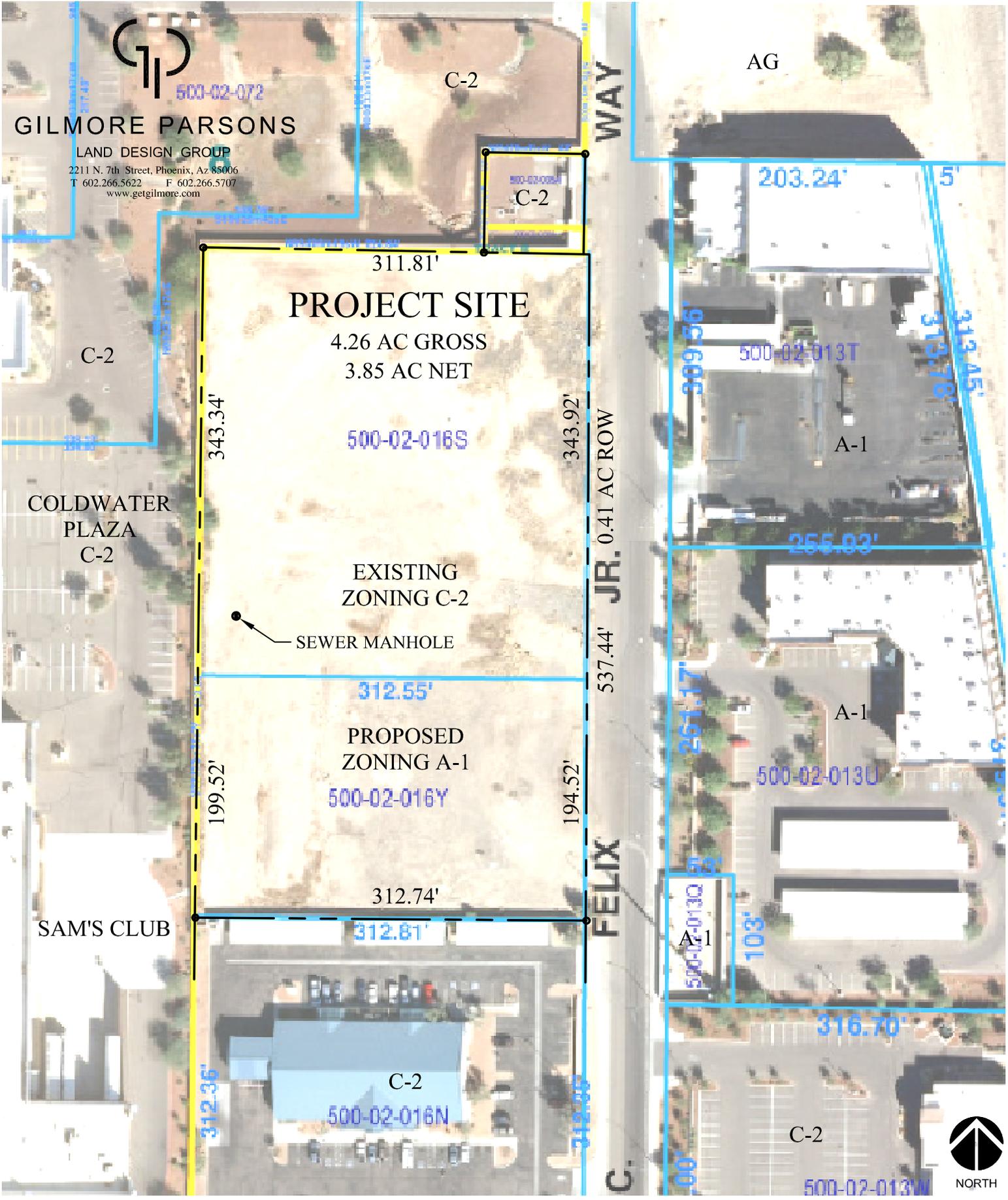




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COLDWATER INDUSTRIAL

AVONDALE, AZ

EXHIBIT 2 EXISTING LAND USES MAP

APPLICATION FOR REZONING

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GILMORE PARSONS, INC. THIS DRAWING MAY NOT BE REPRODUCED OR ANY REPRODUCTION HEREOF USED, WITHOUT THEIR WRITTEN PERMISSION. © COPYRIGHT 2011

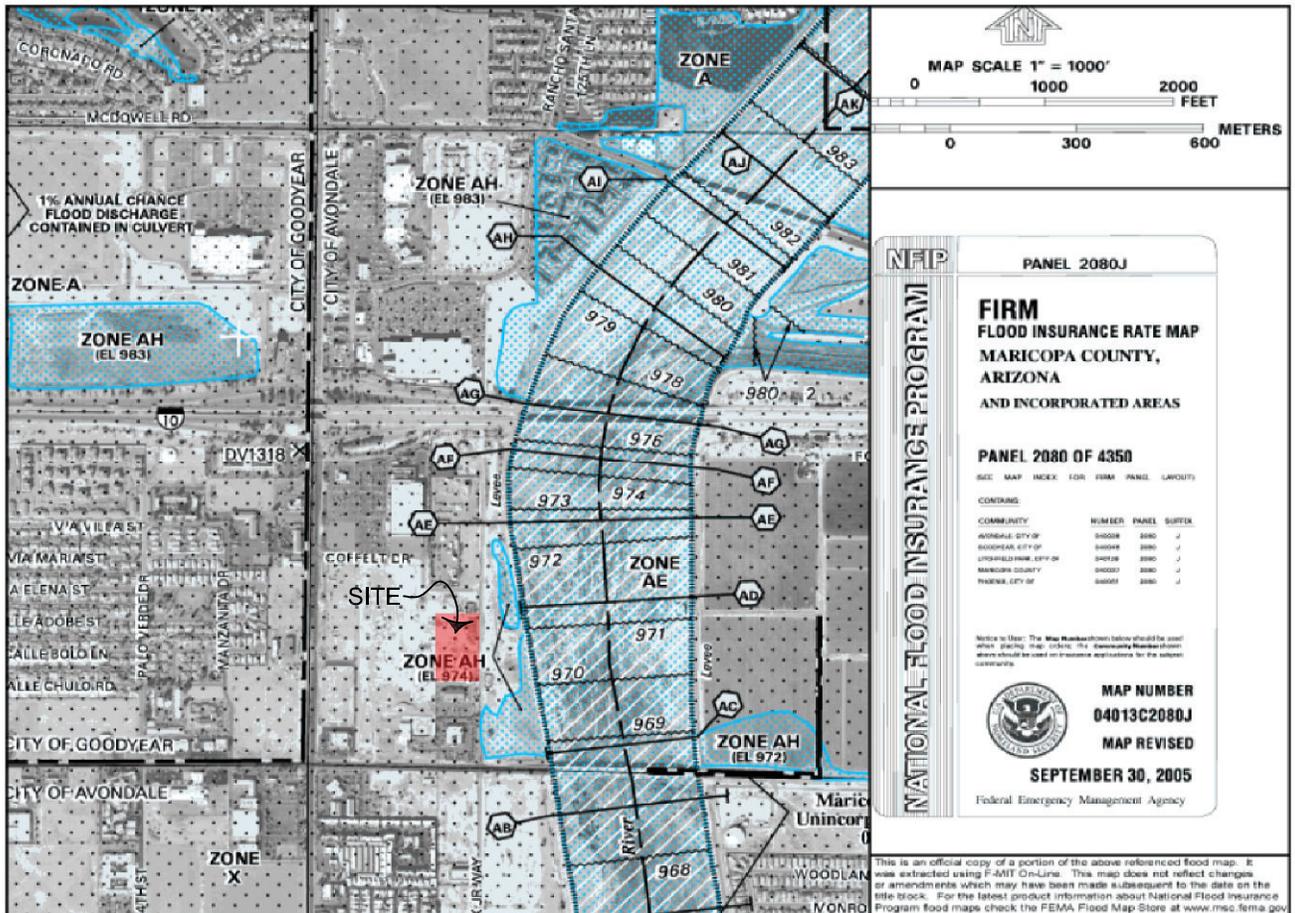
SCALE: 1" = 100'
DATE: 1.13.11
GP JOB# 10045





Save
your FIRMeta

Back



COLDWATER INDUSTRIAL AVONDALE, AZ

PREPARED FOR: COLDWATER INDUSTRIAL, L.L.C.

**FLOODPLAIN MAP
 EXHIBIT 3**

DATE: 11.30.10
 GP JOB# 10039

LEGAL DESCRIPTION FROM COUNTY ASSESSOR'S RECORDS

PART OF THE WEST HALF OF SECTION 2, DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2, THENCE SOUTH, 505.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST, 55.00 FEET; THENCE N02°27'E, 150.08 FEET; THENCE NORTH, 240.69 FEET; THENCE EAST, 196.30 FEET; THENCE N81°36'E, 326.32 FEET; THENCE N65°19'E, 308.47 FEET; THENCE N88°52'E, 54.40 FEET; THENCE SOUTH, 1213.86 FEET; THENCE EAST, 227.87 FEET; THENCE NORTH, 500 FEET; THENCE EAST, 177.20 FEET; THENCE SOUTH, 1047.80 FEET; THENCE N88°19'W, 354.56 FEET; THENCE SOUTH, 482.08 FEET; THENCE WEST, 972.47 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT, COMMENCING AT THE WEST QUARTER CORNER OF SECTION 2; THENCE SOUTH, 1143.54 FEET; THENCE EAST, 578.54 FEET, THENCE CONTINUING EAST, 331.63 FEET; THENCE EAST, 277.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, 500 FEET; THENCE EAST, 177.20 FEET; THENCE SOUTH, 500 FEET; THENCE WEST, 178.19 FEET TO POINT OF BEGINNING.

AND EXCEPT ANY PART THEREOF LYING WITHIN THE WEST 55' OF SAID WEST HALF.

AND EXCEPT ANY PART THEREOF LYING WITHIN THE EAST 33' OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 2 AND EXCEPT PER DOC. 99-0509628, AND 99-0509629.

LEGAL DESCRIPTION FROM TITLE COMMITMENT

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH OF THAT PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 98-0229192 AND EAST AND SOUTH OF COLDWATER PLAZA AMENDED, ACCORDING TO THE PLAT RECORDED IN BOOK 631 OF MAPS, PAGE 46 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SURVEYOR'S DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A CITY OF AVONDALE BRASS CAP IN A HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 2, A CITY OF AVONDALE BRASS CAP IN A HANDHOLE, BEARS N88°35'23"W, A DISTANCE OF 1319.35 FEET; THENCE N00°26'38"E ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 929.66 FEET; THENCE LEAVING SAID EAST LINE N89°33'22"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELISEO C. FELIX JR. WAY AND TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, N89°31'22"W, A DISTANCE OF 312.41 FEET TO THE EASTERLY LINE OF COLDWATER PLAZA AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 18, 2003 IN BOOK 631, PAGE 46 OF THE MARICOPA COUNTY RECORDS;

THENCE N00°32'36"E ALONG SAID EASTERLY LINE, A DISTANCE OF 343.34 FEET TO THE SOUTHERLY LINE OF SAID COLDWATER PLAZA AMENDED;

THENCE LEAVING SAID EASTERLY LINE S89°26'43"E ALONG SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 311.81 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELISEO C. FELIX JR. WAY;

THENCE LEAVING SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF S00°26'38"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 342.92 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.45 ACRES (107,092 SQ. FEET), MORE OR LESS.

OWNER

MARICOPA COUNTY
301 WEST JEFFERSON
PHOENIX, ARIZONA 85003

REFERENCE DOCUMENTS

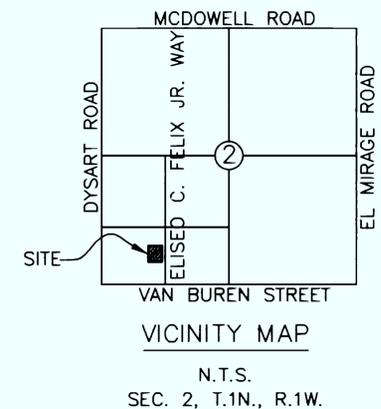
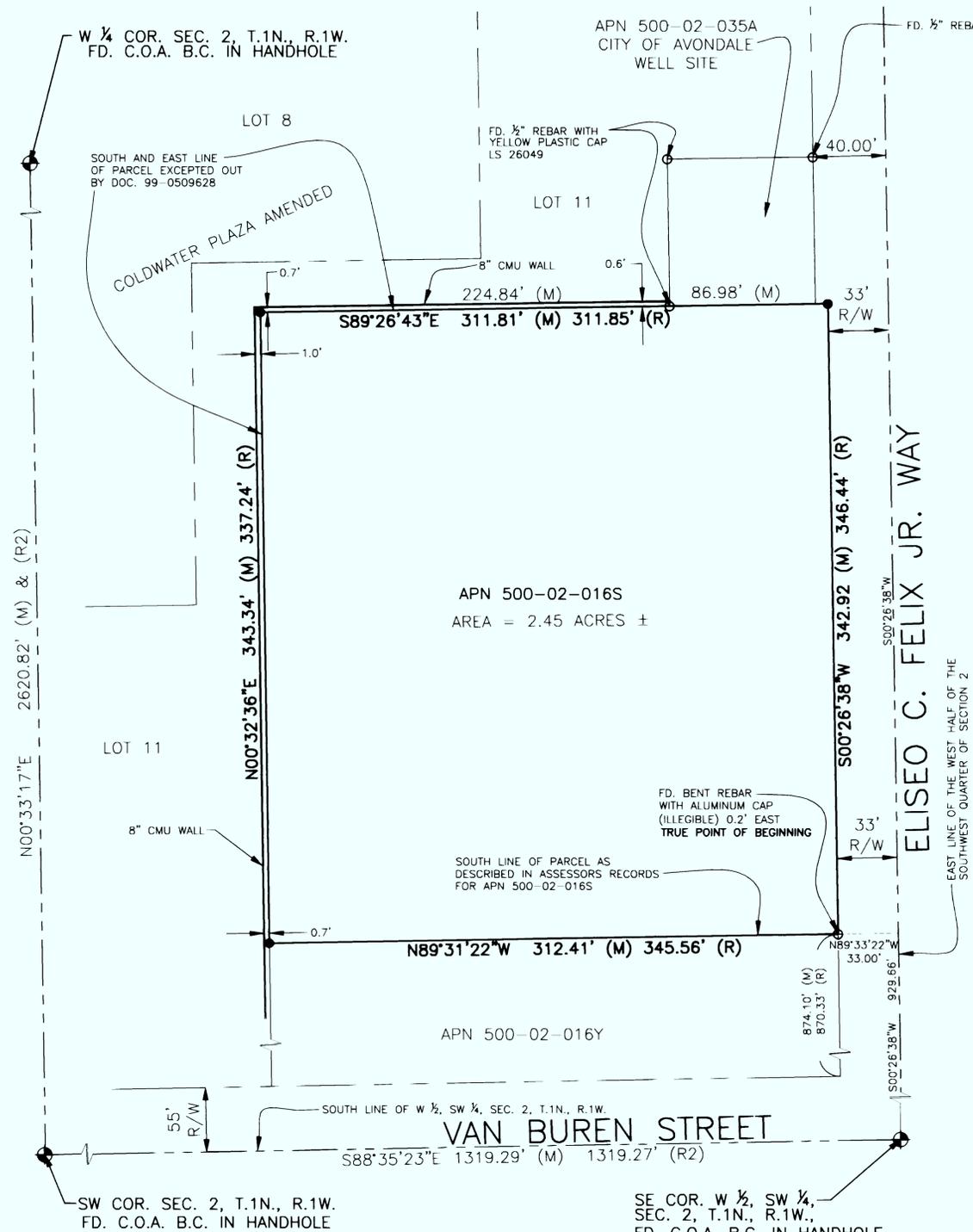
Table with 3 columns: BOOK PAGE, DESCRIPTION. Includes references to 'COLDWATER PLAZA AMENDED' and 'MAP OF DEDICATION FOR COLDWATER PLAZA'.

NOTES

- 1. BEARINGS ARE BASED ON THE EAST LINE OF THE W 1/2 OF THE SW 1/4 OF SECTION 2, T1N, R1W OF THE GILA AND SALT RIVER MERIDIAN AS BEARING S88°35'52"E, DETERMINED BY MONUMENTS FOUND AS SHOWN HEREON.
2. LEGAL DESCRIPTION, EASEMENT AND RIGHT-OF-WAY INFORMATION IS SHOWN ACCORDING TO SECURITY TITLE AGENCY, INC., COMMITMENT FOR TITLE INSURANCE, ORDER NO. 050431044/KR/BL, EFFECTIVE DATE: SEPTEMBER 24, 2004.
3. THE LEGAL DESCRIPTION IN THE ASSESSOR'S RECORDS IS AMBIGUOUS AND THE OVERALL PARCEL AND THE EXCEPTED OUT PARCELS DO NOT MATCH. THE PARCEL AND RECORD DIMENSIONS AS SHOWN HEREON ARE THE BEST INTERPRETATION OF WHERE THE PARCEL IS INTENDED TO BE AND THE LOCATION FITS THE OCCUPATION LINES AND SURVEY EVIDENCE FOUND.
4. THIS IS AN ABOVE THE GROUND SURVEY AND NO UNDERGROUND UTILITIES ARE SHOWN OR LOCATED.
5. THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 2 WAS RECONSTRUCTED ACCORDING TO THE ABOVE REFERENCE DOCUMENTS, IT DOESN'T APPEAR THAT THE NE COR. OF THE WEST HALF OF THE SOUTHWEST QUARTER HAS EVER BEEN SET, THE LINE IS LOCATED TO MATCH RECORD INFORMATION.

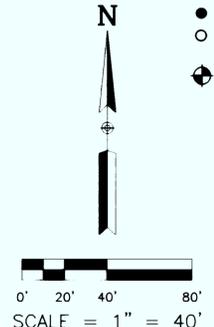
RESULTS OF SURVEY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



717-23

LEGEND: CENTER LINE, PROPERTY LINE, RIGHT-OF-WAY, SECTION LINE. Includes symbols for Brass Cap, CMU, City of Avondale, Measured Distances, Record Distances, and various monument types.



BOOK 717 PAGE 23
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2004 - 1440637
12/09/2004 10:52 AM

SURVEYORS CERTIFICATE

I, DAN J. WILKINS, DO HEREBY CERTIFY THAT THE SURVEY PLATTED HEREON WAS SURVEYED UNDER MY SUPERVISION DURING THE MONTH OF NOVEMBER 2004. THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE POSITIONAL TOLERANCES AS SET FORTH IN THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS ADOPTED BY THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION ON JUNE 15, 2002. DIMENSIONS SHOWN ACCURATELY REPRESENT SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF. MONUMENTS FOUND OR SET ARE AS SHOWN.

DAN J. WILKINS
ARIZONA REGISTERED
LAND SURVEYOR #41131

4561 E. McDowell Road
Phoenix, AZ 85008-4505
Tel (602) 454-0402
Fax (602) 454-0403
Web: aztec.us



AZTEC

RESULTS OF SURVEY FOR MARICOPA COUNTY EXCESS PARCEL 1

REVISIONS table with columns for DATE and DESCRIPTION.



Table with columns for DESIGNED BY (DJW), DRAWN BY (CDE), CHECKED BY (DJW), PROJECT NO. (A704245), DATE (12-01-04), SHEET NO. (SHEET 1 OF 1).

LEGAL DESCRIPTION FROM COUNTY ASSESSOR'S RECORDS

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SECTION 2, THENCE NORTH, 433.52 FEET; THENCE EAST, 972.47 FEET; THENCE NORTH, 482.08 FEET; THENCE S88°19'E, 345.56 FEET; THENCE SOUTH, 982.90 FEET TO THE SOUTH LINE OF SAID SECTION 2; THENCE N88°35'W, 1319.37 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PART THEREOF LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WEST LINE OF SAID WEST HALF, 433.54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST, 972.04 FEET (972.47 FEET RECORD); THENCE NORTH, 281.42 FEET; THENCE EAST, 345.81 FEET TO THE EAST LINE OF SAID WEST HALF AND THE TERMINUS OF SAID LINE.

AND EXCEPT THAT PART THEREOF WITHIN THE EAST 33 FEET OF SAID WEST HALF.

LEGAL DESCRIPTION FROM TITLE COMMITMENT

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH OF THAT PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 98-0229192 AND EAST AND SOUTH OF COLDWATER PLAZA AMENDED, ACCORDING TO THE PLAT RECORDED IN BOOK 631 OF MAPS, PAGE 46 OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SURVEYOR'S DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A CITY OF AVONDALE BRASS CAP IN A HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 2, A CITY OF AVONDALE BRASS CAP IN A HANDHOLE, BEARS N88°35'23"W, A DISTANCE OF 1319.35 FEET;

THENCE N00°26'38"E ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 735.14 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED ON MARCH 25, 1998 AS DOCUMENT NO. 98-0229192 IN THE RECORDS OF THE MARICOPA COUNTY RECORDER;

THENCE LEAVING SAID EAST LINE ALONG SAID NORTH LINE N89°31'22"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELISEO C. FELIX JR. WAY AND TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE CONTINUING ALONG SAID NORTH LINE, N89°31'22"W, A DISTANCE OF 312.74 FEET TO THE EASTERLY LINE OF COLDWATER PLAZA AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 18, 2003 IN BOOK 631, PAGE 46 OF THE MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID SOUTH LINE N00°32'36"E ALONG SAID EASTERLY LINE, A DISTANCE OF 194.52;

THENCE LEAVING SAID EASTERLY LINE S89°31'22"E, A DISTANCE OF 312.41 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELISEO C. FELIX JR. WAY;

THENCE S00°26'38"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 194.52 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.39 ACRES (60,800 SQ. FEET), MORE OR LESS.

OWNER

MARICOPA COUNTY
301 WEST JEFFERSON
PHOENIX, ARIZONA 85003

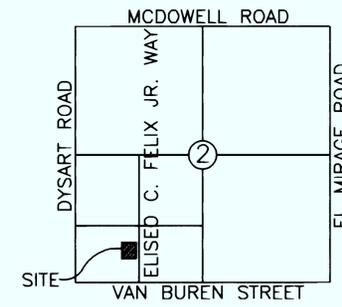
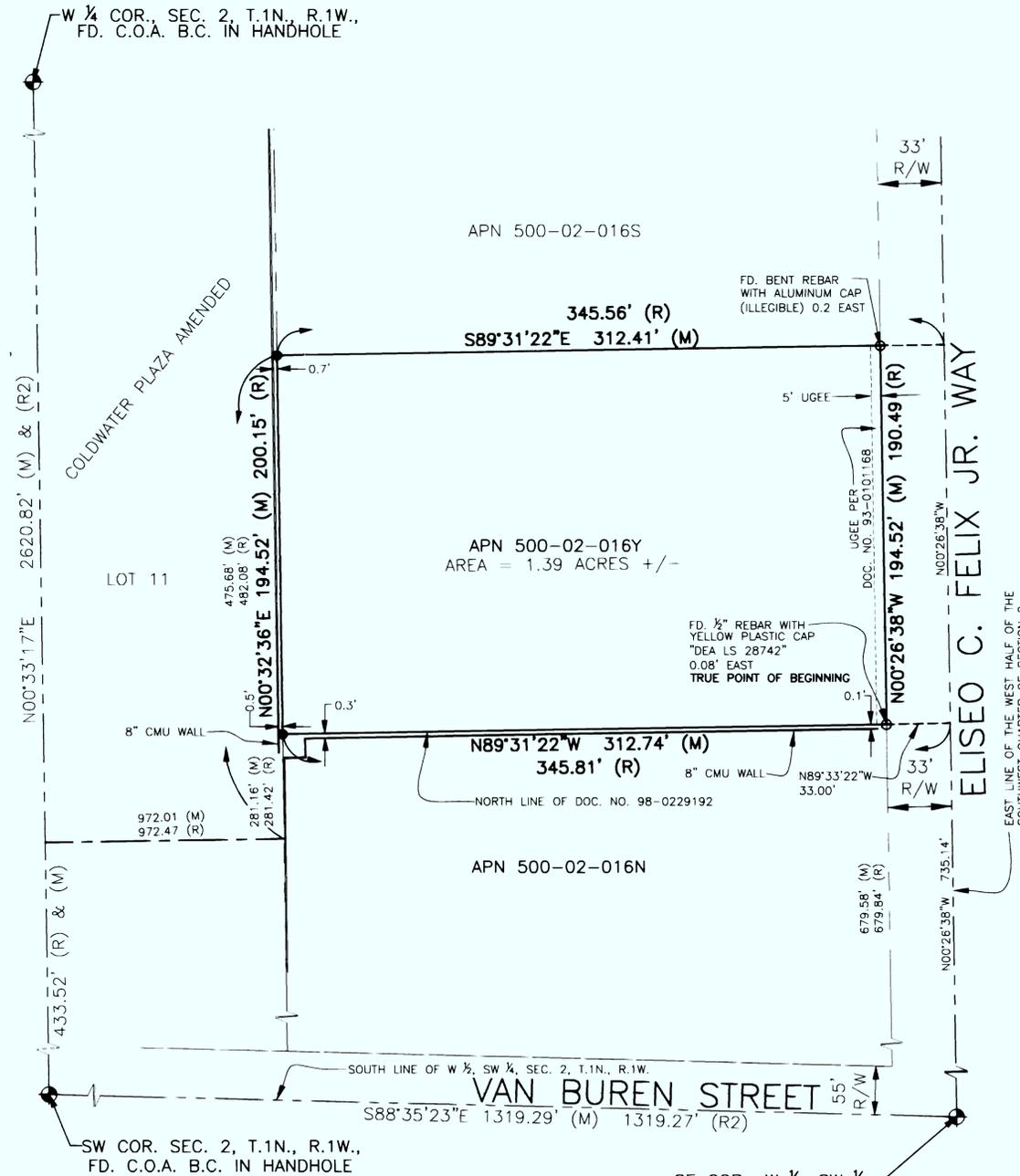
REFERENCE DOCUMENTS

Table with 3 columns: BOOK, PAGE, DESCRIPTION. Lists reference documents including final plats and maps of dedication.

NOTES

- 1. BEARINGS ARE BASED ON THE EAST LINE OF THE W 1/2 OF THE SW 1/4 OF SECTION 2, T1N, R1W OF THE GILA AND SALT RIVER MERIDIAN AS BEARING S88°35'52"E, DETERMINED BY MONUMENTS FOUND AS SHOWN HEREON.

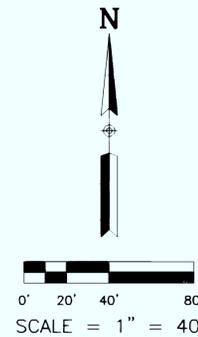
RESULTS OF SURVEY OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



N.T.S.
SEC. 2, T.1N., R.1W.

LEGEND

- CENTER LINE
PROPERTY LINE
RIGHT-OF-WAY
SECTION LINE
UGEE = UNDER GROUND ELECTRICAL EASEMENT
B.C. = BRASS CAP
C.O.A. = CITY OF AVONDALE
(M) = MEASURED DISTANCE
(R) = RECORDED DISTANCE ACCORDING TO LEGAL DESCRIPTION FROM ASSESSOR'S RECORDS.
(R2) = RECORD ACCORDING TO THE FINAL PLAT OF "COLDWATER PLAZA AMENDED"
O = FD. MONUMENT AS NOTED
• = SET #4 REBAR WITH ALUMINUM CAP MARKED "AZTEC RLS 25398"
⊕ = FD. SECTION CORNER AS NOTED



SURVEYORS CERTIFICATE

I, DAN J. WILKINS, DO HEREBY CERTIFY THAT THE SURVEY PLATTED HEREON WAS SURVEYED UNDER MY SUPERVISION DURING THE MONTH OF NOVEMBER 2004. THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE POSITIONAL TOLERANCES AS SET FORTH IN THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS ADOPTED BY THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION ON JUNE 15, 2002. DIMENSIONS SHOWN ACCURATELY REPRESENT SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF. MONUMENTS FOUND OR SET ARE AS SHOWN.

DAN J. WILKINS
ARIZONA REGISTERED
LAND SURVEYOR #41131

4561 E. McDowell Road
Phoenix, AZ 85008-4505
Tel: (602) 454-0402
Fax: (602) 454-0403
Web: aztec.us



AZTEC

RESULTS OF SURVEY FOR MARICOPA COUNTY EXCESS PARCEL 2

Table with 2 columns: DATE, DESCRIPTION. Revisions section.



Table with 2 columns: FIELD, VALUE. Includes fields for DESIGNED BY (DJW), DRAWN BY (CDE), CHECKED BY (DJW), PROJECT NO. (AZ04245), DATE (12-01-04), SHEET NO. (1 OF 1).

BOOK 717 PAGE 21
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2004-1440636

717-21

12/08/2004 10:52 AM

EXHIBIT A
Legal Description
APN 500-02-016Y and 500-02-016S

That portion of the Southwest Quarter of Section 2, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the West half of the Southwest Quarter of said Section 2, from which the Southwest corner of said Section 2 bears N 88° 35' 23" W, a distance of 1319.35 feet;
THENCE N 00° 26' 38" E along the East line of the West half of the Southwest Quarter of said Section 2, a distance of 735.14 feet **POINT OF BEGINNING**;

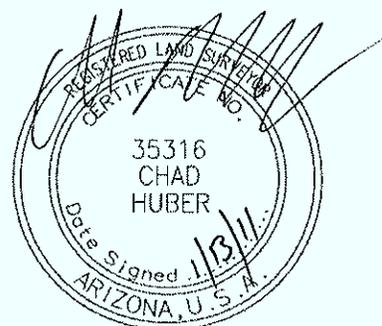
THENCE leaving said East line N 89° 31' 22" W, a distance of 345.74 feet to the Easterly line of Coldwater Plaza Amended, according to the plat thereof recorded on April 18, 2003 in Book 631, Page 46 of the Maricopa County Records;

THENCE N 00° 32' 36" E along said Easterly line, a distance of 537.86 feet to the Southerly line of said Coldwater Plaza Amended;

THENCE leaving said Easterly line S 89° 26' 43" E along said Southerly line, a distance of 344.81 feet to the East line of the West half of the Southwest Quarter of said Section 2;

THENCE S 00° 26' 38" W along said East line, a distance of 537.44 feet to the **POINT OF BEGINNING**.

Containing 185,637 sq. ft. (4.26 Ac.) ±.



EXPIRES: 9/30/12

McDowell Rd

Van Buren St

Litchfield Rd

Western Ave



SITE

MC 85



General Plan Designation	
	Freeway Commercial
	Commercial
	Mixed Use
	Employment
	Multi Family Residential
	High Density Residential
	Medium High Density Residential
	Medium Density Residential
	Low Density Residential
	Rural Low Density Residential
	Open Space
	Public Facilities
	Commercial Corridor

COLDWATER INDUSTRIAL CITY OF AVONDALE GENERAL PLAN AMENDMENT

EXHIBIT 6

Excerpt of the Minutes of the regular Planning Commission meeting held April 21, 2011 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Angela Cotera, Vice Chair
Lisa Amos, Commissioner
David Scanlon, Commissioner
Sean Scibienski, Commissioner
David Iwanski, Commissioner

COMMISSIONERS EXCUSED

Michael Long, Chairman
Grace Carrillo, Commissioner

CITY STAFF PRESENT

Tracy Stevens, Planning Manager, Development Services Department
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II, Development Services Department
Eric Morgan, Planner II, Development Services Department
Stacey Bridge-Denzak, Planner I, Development Services Department
Jennifer Fostino, Zoning Specialist, Development Services Department
Linda Herring, Development Services Representative

APPLICATION NO. PL-10-0133

APPLICANT: Mr. Jack Gilmore
 Gilmore Parsons Design Group
 (602) 266-5622

PROPERTY OWNER: Coldwater Industrial, LLC
 (602) 994-7575

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application PL-10-0133, a request by Mr. Jack Gilmore, Gilmore Parsons Design Group, for Rezoning for approximately 4.2 acres of undeveloped land located approximately 690 feet north of the northwest corner of Van Buren Street and Eliseo C. Felix Jr. Way (APN# 500-02-016-S and 500-02-016-Y). The Rezoning request will change the zoning from C-2 (Community Commercial) to A-1 (General Industrial).
 Staff Contact: Ken Galica

Mr. Galica, Planner II, said this application refers to the same property as the previous General Plan amendment. Mr. Galica stated that the request is to rezone the parcel from C-2 Commercial to A-1 General Industrial which would allow for warehousing, wholesaling, and manufacturing uses. A limited outdoor storage component would be allowed upon approval of a conditional use permit. Uses in this district cannot create noise, smoke, odor, dust, or any other issue that would impact surrounding properties. A-1 zoning is appropriate for properties with Employment land use designation, and is appropriate for this area in particular because the immediate vicinity is developed with industrial and office uses. Improvements would be required along the entire

length of the 4.26-acre property. The application is in conformance with the proposed General Plan designation of Employment. Mr. Galica stated that staff recommends its approval.

Vice Chair Cotera asked whether the Commission would have an opportunity to review the site plan at a later date. Mr. Galica explained that since this is a hard zone, regardless of Council's recent decision on the PAD site plan approval process, it would have required administrative approval all along. Vice Chair Cotera inquired about the look of the property once developed. Mr. Galica said the City requires minimum setbacks, design standards, and landscaping which are strong in comparison to other cities. It is difficult to know what the specific design will look like until one is submitted. Vice Chair Cotera requested that staff provide some sort of visual reference in the future to help the Commission understand generally what properties could look like, since this is the last opportunity for providing input.

Vice Chair Cotera welcomed comments from the developer. Mr. Jack Gilmore, Gilmore Parsons Design Group, 2211 North 7th Street, Phoenix, Arizona 85006, said the ownership is comfortable with the stipulations for approval. He displayed a conceptual sketch to provide an idea of what the developers have in mind. He acknowledged that there is some uncertainty about the actual design because there is no way of knowing how the market will grow and that recovery will depend on what sector of the market comes back to life first.

Commissioner Iwanski expressed appreciation for the timely manner in which the property owners responded to the concerns of Mr. and Mrs. Gonzalez that were mentioned in the staff report.

Commissioner Amos queried whether the intent is to sell or develop the property. Mr. Gilmore responded that his clients have done both in the past. In this case, it will depend on the specific user and their level of interest in a joint venture. Commissioner Amos noted that the plot could be bought and developed by someone else, so the conceptual drawing might not have any relation to what ends up there.

Vice Chair Cotera questioned whether the setbacks and landscaping would apply regardless of who buys the property. Mr. Galica confirmed that is the case. Vice Chair Cotera asked whether there has been any thought to using the service driveway behind the adjacent retail to access this parcel. Mr. Galica responded that the design has not advanced to that degree yet. If the need arises for alternative access, it could be explored at that point. Typically cross access between sites is only used in commercial developments.

Vice Chair Cotera opened the public hearing and invited public commentary, but there were no speakers.

Commissioner Amos **MOVED** to accept the findings and recommend approval of application PL-10-0133, a request to rezone 4.26 acres from C-2 Community Commercial to A-1 General Industrial, subject to the six staff recommended conditions of approval. Commissioner Iwanski **SECONDED**. **The motion passed unanimously.**

ORDINANCE 1457-511

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 4.26 ACRES LOCATED WEST OF ELISEO C. FELIX JR. WAY AND NORTH OF VAN BUREN STREET, AS SHOWN IN FILENAME PL-10-0133, REZONING SUCH PROPERTY FROM COMMUNITY COMMERCIAL (C-2) TO GENERAL INDUSTRIAL (A-1).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”) pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the “Commission”) and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, April 21, 2011, on the amendment to the Zoning Atlas, after which the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the amendment to the Zoning Atlas on May 16, 2011.

NOW, THEREFORE, BE IT ORDAINED 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 ± 4.26 acre parcel of real property generally located at the west of Eliseo C. Felix Jr. Way and north of Van Buren Street, as shown in filename PL-10-0133 (the “Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Community Commercial (C-2) to General Industrial (A-1) subject to the following stipulations:

1. Development of the site shall be in conformance with the Coldwater Industrial Rezoning Narrative date stamped February 7, 2011.

2. Development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
3. Development shall adhere to the City of Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development and all applicable provisions of the Avondale Zoning Ordinance.
4. Financial assurances for all work within the public rights-of-way shall be provided to the City prior to issuance of the first construction permit.
5. Street improvements along the entire length of the property frontage adjacent to Eliseo C. Felix Jr. Way shall be completed with the first phase of development on the subject property. Improvements include installation of curb and gutter, street lights, sidewalk, right-of-way landscaping and any other improvements deemed necessary by the City at the time of site plan review.
6. Development may not cross property lines. Approval of a final plat shall be required to combine the two parcels and dedicate any necessary rights-of-way prior to issuance of a building permit if the two subject parcels are developed as a unified site.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

Marie Rogers Lopez, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1457-511

[Legal Description and Map]

See following pages.

EXHIBIT A
Legal Description
APN 500-02-016Y and 500-02-016S

That portion of the Southwest Quarter of Section 2, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

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THENCE N 00° 26' 38" E along the East line of the West half of the Southwest Quarter of said Section 2, a distance of 735.14 feet **POINT OF BEGINNING**;

THENCE leaving said East line N 89° 31' 22" W, a distance of 345.74 feet to the Easterly line of Coldwater Plaza Amended, according to the plat thereof recorded on April 18, 2003 in Book 631, Page 46 of the Maricopa County Records;

THENCE N 00° 32' 36" E along said Easterly line, a distance of 537.86 feet to the Southerly line of said Coldwater Plaza Amended;

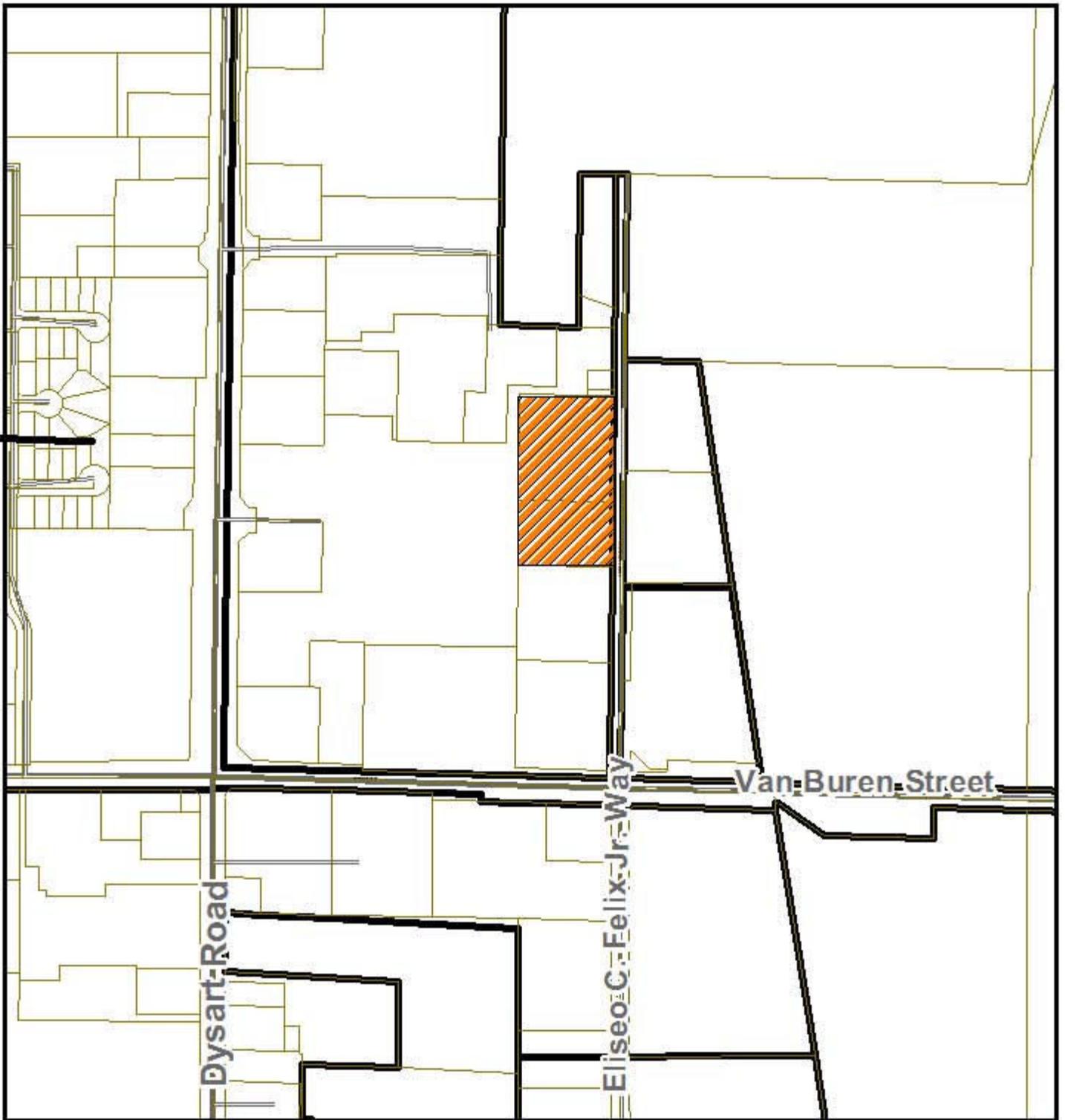
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THENCE S 00° 26' 38" W along said East line, a distance of 537.44 feet to the **POINT OF BEGINNING**.

Containing 185,637 sq. ft. (4.26 Ac.) ±.



EXPIRES: 9/30/12

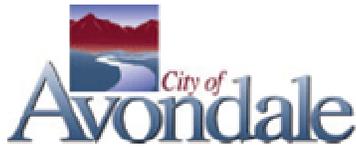


Application PL-10-0133



Subject Property





DEVELOPMENT SERVICES

SUBJECT:

Public Hearing – Conditional Use Permit for AT&T, for a Personal Wireless Service Facility at Valley Golf (PL-10-0149)

MEETING DATE:

May 16, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit (CUP) approval for a personal wireless service facility on the Valley Golf property.

PARCEL SIZE: Approximately 13.6 acres.

LOCATION: Southeast corner of Indian School Road and El Mirage Road

APPLICANT: Michelle Evans, FM Group, Inc. (602) 277-7877

OWNER: Kevin O'Connell, Kachina Fairways, Inc. (623) 935-9351

BACKGROUND:

On the General Plan Land Use Map the northern half of the property is identified as Commercial and the southern half as Medium Density Residential, with a density of 4 to 8 dwelling units per acre (Exhibit A).

On May 26, 1981, the City Council annexed and zoned the Valley Golf property to Community Commercial (C-2) (Exhibit B). The golf driving range was already in operation at that time. A wireless communications "stealth" monopole and associated equipment yard was issued Building Permit BLD00-7100 in 2000. The monopole is currently an active wireless communications array, and is operated by Crown Castle International.

On December 17, 2007, the City Council approved application SU-07-1, a Special Use District Overlay for the property, through Ordinance 1283-1207. The approval changed the existing golf driving range use and accessory uses from legal non-conforming to permitted, and allowed for future renovation and expansion of the facility according to a development plan approved with the Special Use District Overlay. Renovation and expansion plans added a second deck of driving range tee boxes, renovation of the pro shop, and resurfacing of the range were approved by staff December 31, 2007 as case DR-07-15. The off-site and on-site infrastructure, renovations and expansions have been completed (Exhibits C & D).

SUMMARY OF REQUEST:

1. The applicant is requesting a Conditional Use Permit to construct and operate a personal wireless service facility (PWSF) on the Valley Golf property. The PWSF includes a 70' high artificial palm tree to which the wireless antennae are attached, two 40' high live palm trees adjacent to provide context, and an associated 20' x 17' equipment yard enclosed by an 8' high wall. If approved, the applicant will make application for site plan approval. A conceptual site plan and proposed elevations are included with this application (Exhibit E).

2. Stipulations are recommended in order to mitigate potential adverse off-site impacts to surrounding properties.

PARTICIPATION:

The applicant invited 17 property owners and other interested parties to a neighborhood meeting held on February 22, 2011 to discuss the proposal. No property owners or interested parties attended the meeting (Exhibit F).

Staff has received one comment from the public regarding this application (Exhibit G).

A notice regarding the Planning Commission public hearing was published in the Tuesday, March 29, 2011 edition of the West Valley View. The property was posted on or before March 29, 2011. Letters were sent to 17 property owners on or before March 29, 2011.

A notice regarding the City Council public hearing was published in the Tuesday, April 26, 2011 edition of the West Valley View. The property was posted on or before April 26, 2011. Letters were sent to 17 property owners on or before April 26, 2011.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on April 21, 2011, and voted 5-0 to recommend approval of this request subject to the following stipulations (Exhibit H):

1. The development shall comply with the approved Project Narrative, Photo Simulation, and Site Plan.
2. The Conditional Use Permit approval shall expire two years from the approval date if a building permit is not obtained.

Chair Long and Commissioner Carrillo were excused from the meeting.

ANALYSIS:

All PWSFs must comply with the Zoning Ordinance. Section 708 of the Zoning Ordinance requires that PWSFs:

a. Demonstrate a gap in existing wireless communications coverage;

Two AT&T wireless coverage maps for the area have been provided by the applicant, which demonstrate the need for the requested PWSF (Exhibit E).

b. Demonstrate why co-locating antennae on existing structures is not being requested;

Technical requirements for the proposed PWSF at this location is that the antennae be mounted a minimum of 63' above the ground level for area signal coverage purposes. In the surrounding area the applicant was required to consider existing structures for co-location, however none of which could be made to work. They are as follows:

- The electric powerline poles along Indian School Road were considered however the associated enclosed equipment yard could not be located in the public right-of-way. Locating the equipment yard on the Valley Golf site was rejected by the property owner because it would have occupied parking spaces.
- The Valley Golf parking area lighting poles were considered and rejected because the aesthetics of the antennae array would not be acceptable atop the lighting poles, and the associated equipment yard would occupy parking spaces.

· The golf driving range net poles were considered and rejected because the property owner and applicant did not want the associated equipment yard to be located inside the netted area on the driving range where it would be subject to being hit by golf balls. Locating the equipment yard on the exterior of the netting was pursued with the landfill property owner, Vulcan, but the property owner was not interested in a lease for the land.

· The existing 70' high PWSF on the Valley Golf site was considered and rejected because the monopole design is not technologically compatible with the number, arrangement, and size of antennae required for the proposed PWSF. The monopole design would allow for placement of only three antennae, instead of the 9 - 12 required, and would necessitate increasing the pole height to accommodate them. Increasing the pole height is not a desirable option because the PWSF is non-conforming for setbacks. Section 708.B.1.c of the Zoning Ordinance requires that setbacks be one foot from all property lines for each one foot of structure height. The existing 70' high PWSF is setback approximately 25' from the property line, and the enclosed equipment yard abuts the property line.

· The 100' high communications tower on the City property to the west was considered, however an agreement could not be reached due to the lease amount, contract terms, and concerns regarding the security of the site.

c. Provide one paved parking space for servicing the PWSF;

The Site Plan shows the existing paved parking of Valley Golf that the applicant will be able to utilize (Exhibit E). An easement between AT&T and the property owner will be executed to grant access and parking privileges, as was done for the existing PWSF onsite.

d. Minimum antennae structure setback is one foot for every one foot of height;

The Site Plan shows the proposed location of the PWSF, setback 75' from the nearest property line (Exhibit E). The proposed PWSF is 70' high, which requires a minimum 70' setback from all property lines. Additionally, the Zoning Ordinance requires a minimum setback of 15' for the associated enclosed equipment yard, which is shown setback 25' from the nearest property line.

e. Utilize "Alternative Designs" to disguise the appearance of the antennae and support structure;

The applicant is proposing an alternative design for the PWSF of a palm tree (Exhibit E). Palm trees exist on the nearby properties to the south, west, and east. For additional contextual aesthetic considerations, the applicant is proposing two live 40' high palm trees flanking the PWSF. A monopole alternative design, such as currently exists on the property, is not a good option because the monopole design can only handle 3 antennae per 15' section of height. This would require either more monopoles or a very tall monopole to accomplish similar effects as the monopalm design.

f. And screen ground equipment.

The applicant is proposing to screen the PWSF ground equipment in an area 17' x 20', with an 8' high wall, of a design that matches the tee boxes in proximity (Exhibit E). The design meets the requirements of the Commercial/Industrial/Multi-Family Residential Design Manual.

In order to grant a Conditional Use Permit, Section 108.C.2 of the Zoning Ordinance lists five findings that must be met. The burden of proof is upon the applicant. The findings and analysis are as follows:

a. That the proposed use (i) is consistent with the land use designation set forth in the

General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan, and (iii) will be consistent with the desired character for the surrounding area.

The PWSF use is consistent with all Land Use categories provided in the General Plan. Existing PWSFs in current operation throughout the City are located on commercial properties, schools, churches, and public facilities. The proposed use is consistent with the desired character of the surrounding area, and does not directly abut the residential use at Mirabella Apartments. The proposed PWSF has a small footprint, and the proposed location does not obscure views of the Estrella Mountains from the north more than they already are by existing powerlines and golf driving range nets.

b. That the use will be (i) compatible with other adjacent and nearby land uses, and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood, or (4) the public welfare in general.

The proposed PWSF will be compatible with adjacent and nearby land uses. A PWSF that consists of a 70' high monopole and 15' x 20' walled equipment yard has operated on the property since 2000 without incident. Surrounding uses consists of a landfill, Arizona Self Storage, Rock Source landscaping supply, Manny's Mexican Restaurant, a City water facility, and the Mirabella Apartments. Manny's Mexican Restaurant is over 700' away from the proposed PWSF location, with the Valley Golf tee boxes and pro shop intervening. The nearest apartment of Mirabella Apartments is located over 800' from the proposed PWSF, and are screened from view by the Valley Golf tee boxes and the driving range nets. Photo simulations of the proposed PWSF are provided from various surrounding vantage points (Exhibit E).

The use will not produce noise, light, vibration, or traffic that could be objectionable to patrons of Valley Golf or surrounding commercial and residential uses.

c. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including but not limited to setbacks, parking, screening, and landscaping.

The PWSF as proposed meets all requirements of the Zoning Ordinance, and will allow safe onsite circulation (Exhibit E).

d. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The amount of traffic generated by the proposed unmanned PWSF site is minimal, with the occasional visit to the facility by a service maintenance vehicle.

e. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Two conditions of approval are recommended, both standard for Conditional Use Permit approvals. They are:

1. The development shall conform to the project narrative, site plan, and photo simulation approved by City Council.
2. The Conditional Use Permit shall expire two years after the approval date if a building permit is not obtained.

Conclusion:

Based on the information provided by the applicant, the public input received, and the analysis, it is recommended that the requested Personal Wireless Service Facility be approved. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The proposed use is (i) consistent with the land-use designation set forth in the General Plan and the North Avondale Specific Plan, (ii) furthers the City's general guidelines and objectives for development of the area, as set forth in the General Plan and North Avondale Specific Plan, and (iii) is consistent with the desired character for the surrounding areas.
2. The use is (i) compatible with other adjacent and nearby land uses, and (ii) will not be detrimental to (1) person residing or working in the area, (2) adjacent property, (3) the neighborhood, or (4) the public welfare in general.
3. The site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and is capable of meeting all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.
4. The site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.
5. Adequate conditions have been incorporated into the approval to ensure that any potential adverse effect will be mitigated.

RECOMMENDATION:

The City Council should conduct a public hearing and **APPROVE** application PL-10-0149, subject to the following two stipulations:

1. The development shall comply with the approved Project Narrative, Photo Simulation, and Site Plan.
2. The Conditional Use Permit approval shall expire two years from the approval date if a building permit is not obtained.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application PL-10-0149, a request for approval of a Conditional Use Permit for a Personal Wireless Communications Facility on the Valley Golf property, subject to the two recommended stipulations.

ATTACHMENTS:

Click to download

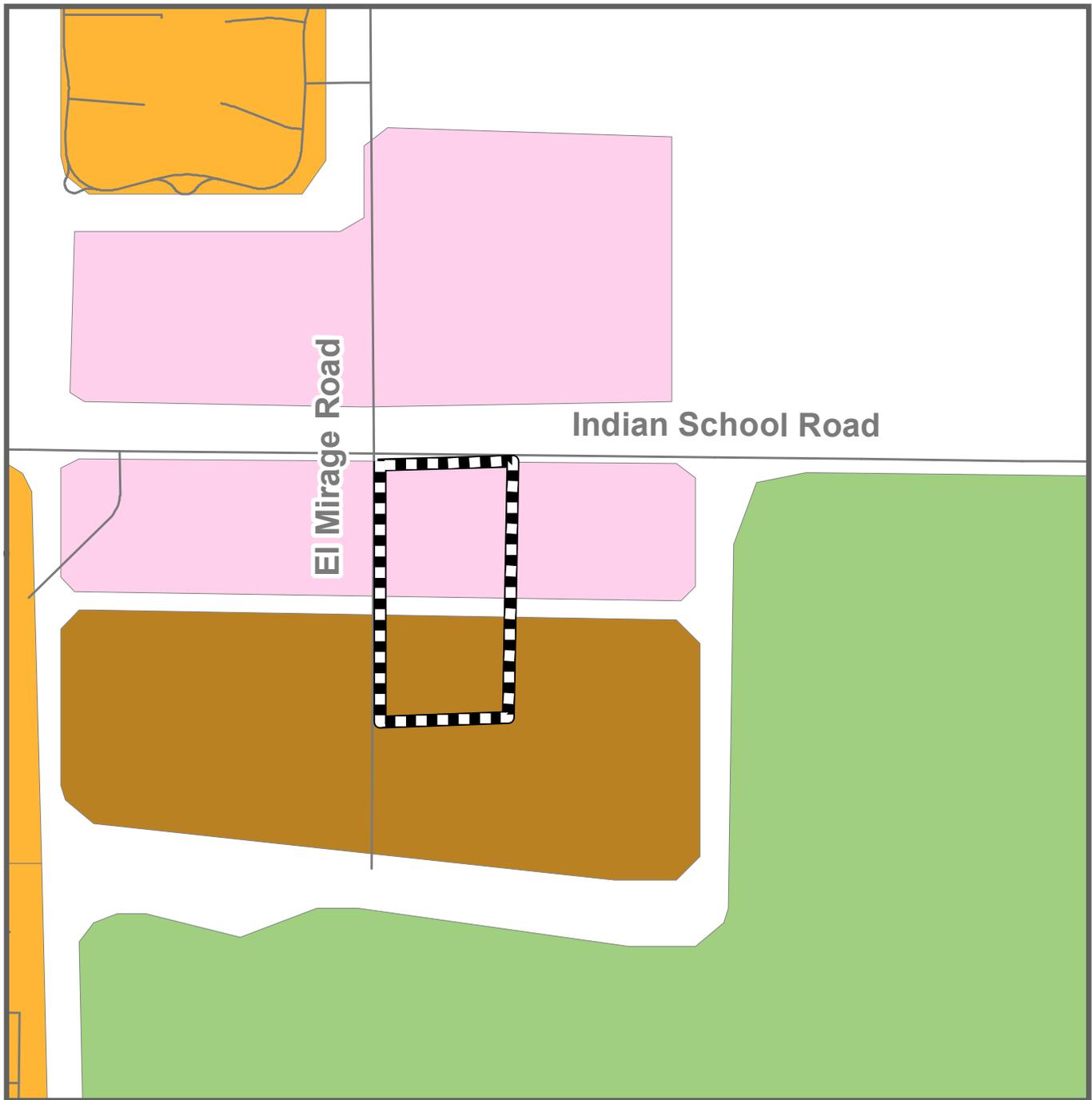
- [Exhibit A - General Plan Land Use Vicinity Map](#)
- [Exhibit B - Zoning Vicinity Map](#)
- [Exhibit C - Aerial Photo 2010](#)
- [Exhibit D - Summary of Related Facts](#)
- [Exhibit E - Project Narrative](#)
- [Exhibit E - Site Plan & Elevations](#)
- [Exhibit E - Photo Simulations](#)
- [Exhibit E - AT&T Wireless Coverage Maps](#)
- [Exhibit F - Neighborhood Meeting Summary](#)
- [Exhibit G - Correspondence from public 4.19.2011](#)
- [Exhibit H - Planning Commission 4.21.2011 Draft Minutes](#)

FULL SIZE COPIES (Council Only):

None

PROJECT MANAGER:

Eric Morgan, Planner II, (623) 333-4017



AT&T Monopalm at Valley Golf
PL-10-0149

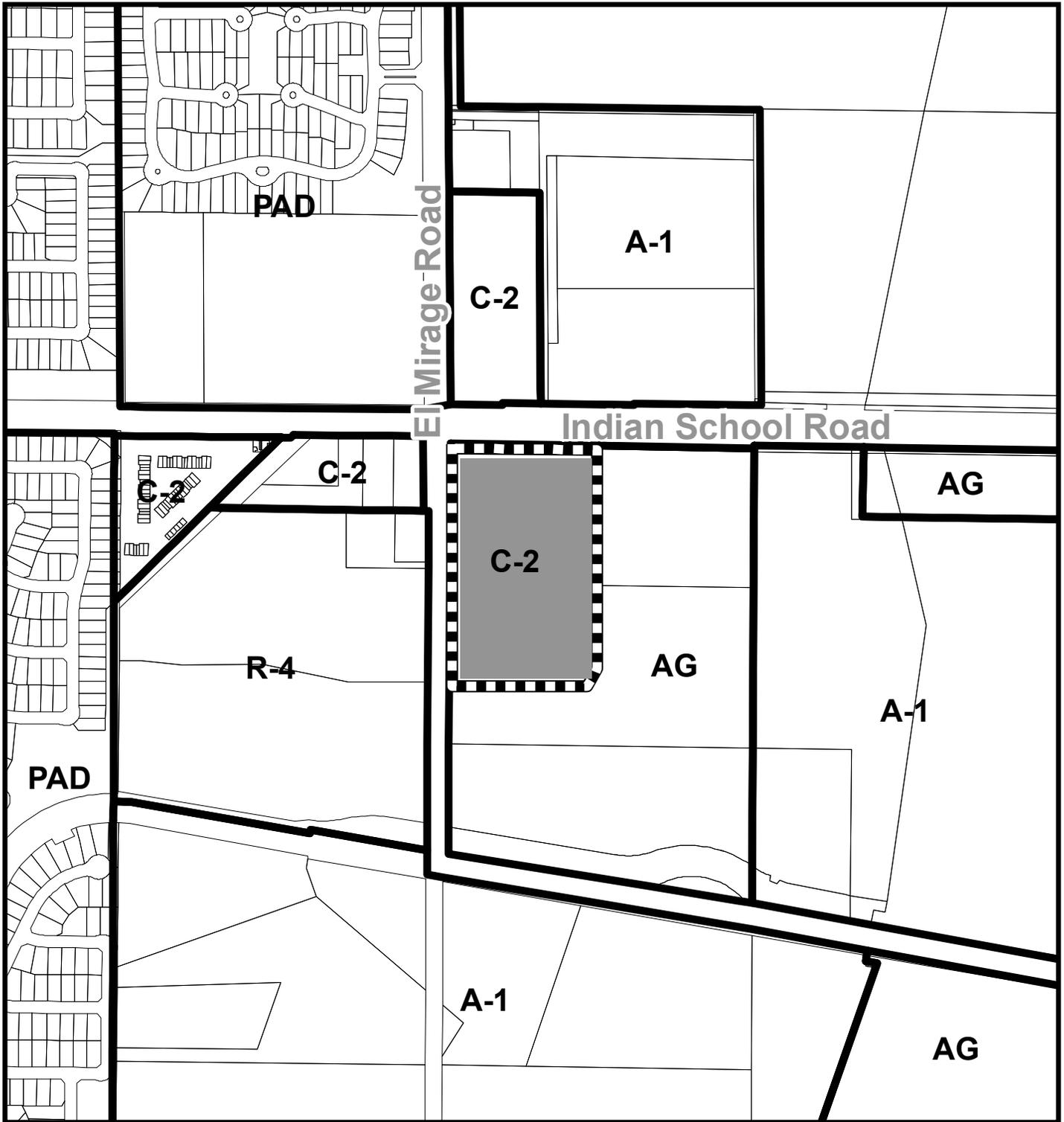
General Plan Land Use Map

- | | |
|--|---------------------------------|
| Commercial Corridor, Commercial Corridor | Medium Density Residential |
| Growth Area, Growth Area | Medium High Density Residential |
| Commercial | Mixed Use |
| Employment | Multi Family Residential |
| Freeway Commercial | Open Space |
| High Density Residential | Public Facilities |
| Low Density Residential | |



Subject Property





**Zoning Vicinity Map
AT&T Monopalm at Valley Golf
PL-10-0149**



Subject Property





**Aerial Photograph 2010
AT&T Monopalm at Valley Golf
PL-10-0149**



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION PL-10-0149 AT&T MONOPALM AT VALLEY GOLF*

<i>THE PROPERTY</i>	
PARCEL SIZE	13.6 acres
LOCATION	SEC Indian School Road & El Mirage Road
PHYSICAL CHARACTERISTICS	Developed site with a pro shop, two-tiered tee boxes, parking, range, and safety netting
EXISTING LAND USE	Golf driving range facility
EXISTING ZONING	Community Commercial (C-2)
ZONING HISTORY	Annexed 5/26/1981; Special Use Dist. Overlay 12/17/2007
DEVELOPMENT AGREEMENT	N/A

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Community Commercial (C-2) – Arizona Self Storage (ministorage)
EAST	Agriculture (AG) - Landfill
SOUTH	Agriculture (AG) - Landfill
NORTH-WEST	Community Commercial (C-2) – Manny’s (restaurant) & Lighthouse (bar & restaurant)
SOUTH-WEST	Multifamily Residential (R-4) – Mirabella (apartments) & City Water Facility (utility infrastructure)
<i>GENERAL PLAN</i>	
The northern half of the subject property is designated as Commercial , and the southern half is designated as Medium Density Residential (4 – 8 dwelling units/ acre) , on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Pendergast Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Garden Lakes Elementary School
HIGH SCHOOL	Agua Fria High School

STREETS

Indian School Road

Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	2 vehicular lanes, ½ median turn lane, bus pull out
Standard half street improvements	3 vehicular lanes, ½ median turn lane, bike lane, curb and gutter, detached sidewalk, street lights, bus pull out

STREETS

El Mirage Road

Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	1 vehicular lane, ½ median/turn lane, right & left turn lanes at intersection, bike lane, curb and gutter, detached sidewalk, and street lights
Standard half street improvements	1 vehicular lane, ½ median/turn lane, right & left turn lanes at intersection, bike lane, curb and gutter, detached sidewalk, and street lights

UTILITIES

There are existing 20” water lines in both Indian School Road and El Mirage Road extending across the length of both frontages of the property.

There is an existing 16” sewer line in El Mirage Road that extends across the length of the frontage of the property.

City of Avondale – Conditional Use Permit Case PL-10-0125

Subject Property: Valley Golf Center

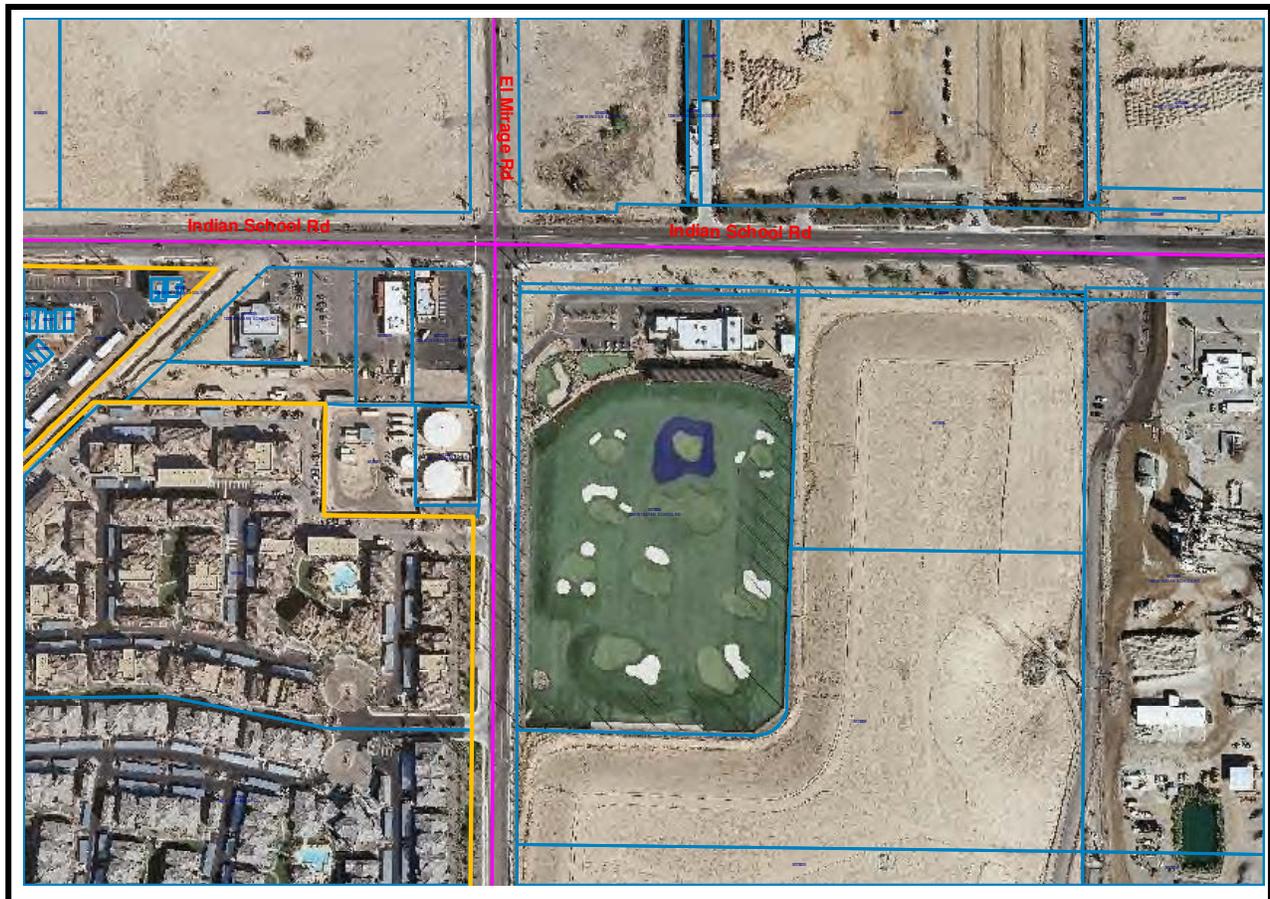
Project Name: AT&T X543 – Valley Golf Center

CUP Submittal: December 27, 2010

Revised CUP Submittal: February 17, 2011

Planning Commission Submittal: March 23, 2011

AERIAL MAP OF SUBJECT



Contact Information:

FM GROUP INC
15974 N. 77th Street, Scottsdale AZ 85260
Michelle Evans
602.277.7877 ext. 233
mevans@fmgroup.net



PURPOSE OF THE REQUEST

AT&T, a wireless communications provider has had tremendous growth resulting in increased consumer demands and the need for E-911 emergency service enhancements. The subject area has presented challenges for the AT&T network causing both capacity and coverage deficiencies. The subject location at the Valley Golf Center is the best possible location for both the radio frequency objective and meeting the intent of the Avondale Wireless Zoning Ordinance and the 1996 Federal Telecommunications Act. The following is an outline of how AT&T will comply with all Federal, State, County and Local regulations with respect to wireless communications facilities and the City of Avondale zoning guidelines:

DESCRIPTION FOR THE PROPOSAL

The proposed Wireless Communications Facility (WCF) consists of a seventy (70) foot monopalm to top of fronds and ground mounted equipment. The monopalm will conceal twelve (12) antennas. The monopalm was chosen to mitigate the visual impact of the WCF. The ground mounted equipment will be screened from view by an eight (8) foot screen wall designed to be consistent with the architecture of the existing surrounding buildings.

The proposed WCF is required to correct an existing coverage deficiency within the existing AT&T Mobility network. The coverage area for the proposed WCF is zoned AG, A-1, C-2, R-4, and PAD. Most of the search ring area is undeveloped land lacking the verticality that could address the coverage gap.

RELATIONSHIP TO SURROUNDING PROPERTIES

The subject property is zoned C-2 (Community Commercial). There is C-2 and R-4 (high activity multi-family residential) zoning to the West, C-2 and A-1 (general industry) to the North, and AG (agriculture) and A-1 to the South and East. The Valley Golf Center parcel was chosen due to the existing zoning and the sites ability to satisfy the specific radio frequency engineering design criteria for the coverage area

The unmanned wireless communications facility will generate no refuse, and will use no water or sewer services. There should be no demand for police surveillance. Emergency vehicle access is available directly to the site over paved roadways and parking lots.

CO-LOCATION POSSIBILITIES

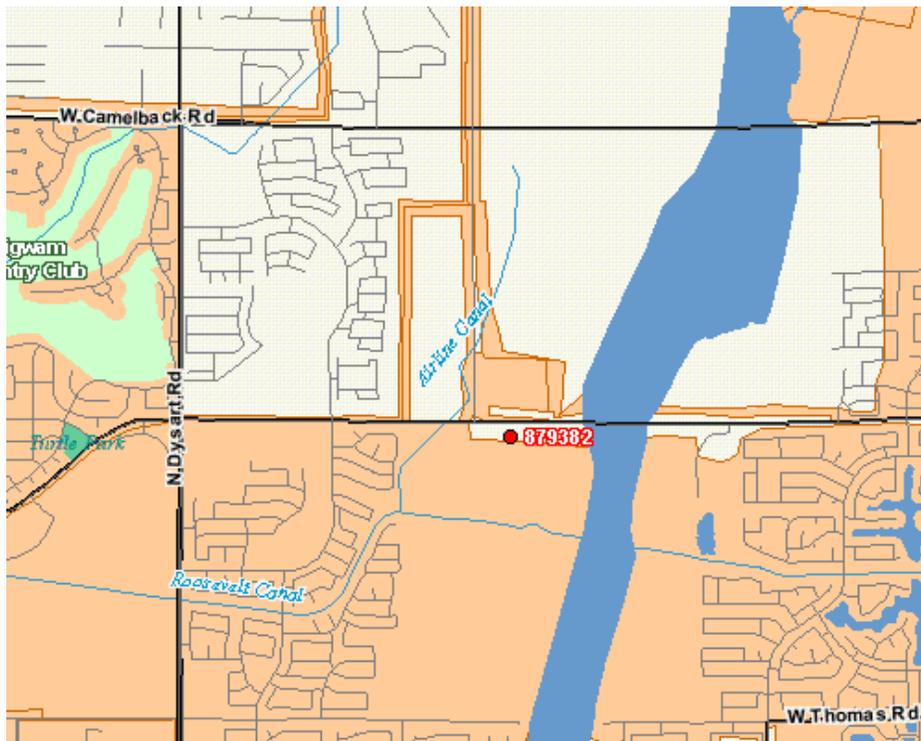
The coverage area objective consists mostly of residential or undeveloped land. There are limited existing vertical elements including traffic signal poles and street lights none of which are of sufficient height to accommodate the required antenna centerline elevation of sixty three (63) feet. In addition, there are APS power poles that could possibly be extended, however the City of Avondale does not allow equipment to be placed in right of way. This requirement along with the City of Avondale setback requirements for the equipment would require the equipment to be located in the driving range parking lot which is not acceptable to the property owner.

The netting poles for the driving range were also considered due to their height. These poles are located in close proximity to the property lines on all sides and due to the City of Avondale setback requirements the equipment would have to be located in the driving range. This solution was deemed unacceptable by both AT&T and the property owner due to access and safety concerns.

The existing light poles at the driving range were also considered. This solution would require replacement of an existing light pole with a new pole approximately fifteen (15) feet taller in height. Due to the location of these light poles on the property and their proximity to existing structures and utilities this solution was deemed not to be desirable.

Below is an exhibit titled “Existing WCF Antenna Sites” prepared utilizing CCI sites web based application. This exhibit depicts all known FCC licensed WCF’s sites within a two and one half (2-1/2) mile radius of the proposed Site. This exhibit shows that there is only one existing WCF (879382).

Existing WCF Antenna Sites



This WCF is owned by Crown Castle International. Due to the sites stealth canister design and limited ground space for the equipment it was determined not to be viable for co-location without redevelopment. Such redevelopment would require a non-stealth application to allow for multiple carriers as well as the required AT&T antenna array (see the following section for discussion). Additional ground space would also need to be required. Additionally, FM is aware that another wireless carrier has submitted an application to co-locate on this facility which would result in further technical and ground space challenges if co-location were attempted by AT&T.



The monopole owned by the City of Avondale located at the Water Treatment Facility on the West side of El Mirage Road was AT&T's primary candidate for the search ring. Zoning case PL-10-0041 was submitted in June of 2010. Unfortunately a lease agreement has not been able to be completed with the City of Avondale due to the high rent and no guarantee the term of the Agreement would be any more than five (5) years, hence the current request for the monopole at Valley Golf Center.

The close up aerial photography of the site shows the existing electric power poles at the North side of the property, parking area light poles, existing steel monopole and the range netting poles as existing verticalities for possible co-location.

- The existing electric poles could be extended to accommodate the centerline elevation of the antenna at 63'-0" but the equipment shelter cannot be located in the Right-of-Way (ROW) and would need to be located in the parking area. This loss of parking stalls was not a conducive option for the property owner.
- The parking area light poles are of an architectural style that is not conducive to be extended to height which would accommodate the required centerline antenna height of 63'-0". Again, with this option, the ground mounted equipment and enclosure would take up precious parking stalls making it an unviable option for the owner.
- The existing steel monopole is currently being reviewed as a co-location option by the City of Avondale by another carrier. Additionally due to the need of the antenna placement of 63'-0" a new monopole would have to be installed to achieve the desired height. This pole replacement would be at the pole owner's expense. Also, the current ground mounted equipment enclosure does not have ample room to accommodate the AT&T equipment.
- The driving range netting support poles do not have the proper setback for the equipment shelter to be placed beyond the poles and would instead need to be installed on the driving range side. This is not a suitable solution for AT&T nor for the property owner.
- The location of the equipment shelter on the adjoining property (land fill) would require soil bearings for stability and would most likely necessitate additional foundation requirements on the unstable earth and buried refuse. Also, access would be a problem as with most landfills, uneven ground settlement could cause access outside of a given ROW. The opportunity to locate on the landfill property currently owned and operated by Vulcan Materials Company, was discussed with their Area Operations Manager, Eric Weech. Due to the minimum space requirements and the required easements including the required access, Vulcan was not interested in the opportunity of locating the AT&T shelter on their property. A formal notice of non-interest was received via email on March 16, 2011.

Due to the above reasons, the current request for the monopole and its location on the Valley Golf Course property is the most viable location for a new AT&T wireless communication facility.



STEALTH STRUCTURES & LIMITATIONS OF CANISTER ANTENNAS

Canister style stealth antennas are used by most wireless carriers including AT&T but only if no other solution can be found for the network deficiency being addressed. AT&T is much less likely than many other carriers to select the canister option due to the following reasons:

- The antenna orientations are fixed in a canister due to space limitations. The view from the top of the canister antenna has to look like a “Y” shape with each of the three sectors orientated 120 degrees apart from each other. Since a majority of new WCF’s are to solve very specific network deficiencies the required sectors are sometimes irregular meaning the orientation between sectors is not 120 degrees which cannot be accommodated by canister antennas. Irregular orientations are used to prevent the signal from excessive overlapping or overshooting adjacent sites which causes interference resulting in dropped or choppy calls or very slow data connections. These problems are sometimes impossible to fix with a regular orientation of the antennas.
- Canister antennas are typically used on power poles, flagpoles, traffic signal poles, and street light poles where the diameter of the pole is limited by the zoning ordinance or other design criteria. This in turn constrains the diameter of the canister antenna as well as the number of coaxial cable that can be run inside the pole. The height/width/depth of antennas inside a canister must be smaller to achieve the desired appearance for the canister. This results in a lower quality antenna pattern and signal which degrades the performance. On the other hand, if the diameter of the canister antenna must be significantly greater to accommodate the correct antennas then the pole becomes much more massive or if the canister is significantly greater in diameter than the pole the result is a lollipop appearance. Both results contradict the appearance desired when using canister antennas.

The limitations described above tend to have a greater impact on AT&T than some carriers because of the multiple technologies being supported . For optimal performance each AT&T site will have 9 to 12 quad port antennas (four antennas with the appearance of one) with 24 to 36 coaxial cables. Each antenna is approximately 8’H X 12”W X 6”D. In order to meet the performance objective the canister would be 16 feet tall due to the need to double stack the antennas and be 30 inches in diameter. The resultant degradation in performance due to the loss of RAD center caused by double stacking as well as the loss of one or two antennas per sector results in degradation of performance usually causing the need for additional sites to achieve the needed network results.

- The limitations of canister antennas described above also handicaps the role out of new technologies. This causes serious problems, especially during transition times from one technology to another, which means old and new technologies will need to coexist for long periods of time. For example 4G technology scheduled to launch next year will have to coexist with 3G and 2G technology until all customers migrate and 4G has sufficient capacity to handle the migration. The problem is not only the number of antennas and ports, but also interference issues between technologies within ATT that are placed very close to each other in a very small space



POTENTIAL OF SITE FOR FUTURE CO-LOCATION

The proposed WCF is a monopalm design and is considered a “disguised” application. Disguised differs from stealth in that the antennas are still visible. Co-location can occur on a monopalm if the antennas are small enough to fit in the “coconut” which is the design element below the palm fronds. Another option for co-location is to add “dead” palm fronds draping downward from the live palm fronds. These dead fronds are known as a “beard” which mimics real palm trees which have not been trimmed for a number of seasons. The co-located antennas are hidden within the “beard”. Some jurisdictions (City of Phoenix) will allow co-location on monopalms on a case by case basis simply by mounting an additional antenna array to the trunk of the monopalm and painting the antennas to match. Please see attached photo simulation to see the graphic example of a future co-location on the proposed AT&T monopalm at Valley Golf Center.

TECHNOLOGY SUPPORTED

The proposed WCF will support 2G, 3G, and 4G technologies for wireless telephone and data service.

LOCATION & ACCESSIBILITY

- Access to the wireless facility will be from the existing entrance to the Valley Golf Center off El Mirage Road.
- Non-exclusive technician parking is available in the Valley Golf Center parking lot. A technician will typically visit the site once a month for routine maintenance or emergency repairs.

DEVELOPMENT SCHEDULE

The duration for site development including zoning, permitting, and construction is anticipated to be twelve (12) months from the date of formal zoning submittal.

RADIO FREQUENCY EMISSIONS

The WCF will fall within the portion of the electromagnetic spectrum, which transmits non-ionizing radio waves. “Non-ionizing” electromagnetic emissions, at the low levels associated with this type of wireless technology, are not harmful to living cells. Among the items which result in non-ionizing electromagnetic emissions are police/fire/EMS radios, television broadcasts, CB radios, microwave ovens, baby monitors, home wireless phones, garage door openers, and many other items in day to day life. Not to be confused with “ionizing” electromagnetic emissions which include ultra-violet light, medical X-rays and gamma rays.



RADIO FREQUENCY FCC COMPLIANCE

The FCC allows AT&T to operate in the 1850-1865 and 1895-1905 MHz “receive” frequencies and 1930-1945 and 1975-1985 MHz “transmit” frequencies. The power required to operate the facility typically does not exceed 200 watts per channel, and thus, the AT&T facility is by design a low-power system. Depending upon characteristics of the site, the actual power requirements may be reduced. When operational, the transmitted signals from the site will consist of non-ionizing waves typically generated significantly lower than the FCC standard for continuous public exposure of 900 microwatts per square centimeter.

CIRCULATION SYSTEM

No changes are proposed to the existing circulation system.

COMMUNITY FACILITIES AND SERVICES

No impact to local schools.

PUBLIC UTILITIES AND SERVICES

Electricity	200 - Amp service is required
Gas	N/A
Water	N/A
Refuse	N/A
Police	N/A – Unmanned facility
Fire	N/A – Site consists of metal equipment and electrical grounding
School	N/A
Urgent Care	N/A – Unmanned facility
Hospital	N/A – Unmanned facility

OTHER INFORMATION AND COMMUNICATION FACILITIES AND SERVICES

- No Traffic Impact Study is provided due to only one trip generation per month for routine maintenance. Technicians will apply for and receive a Right of Way permit for each needed occurrence.
- The Radio Frequency will operate in the FCC approved license frequency range.
- The use will not cause an adverse impact on adjacent properties.
- The site will be an unmanned facility.
- There will be no emissions of odor, dust, gas, noise, vibration, heat or glare at the level exceeding ambient.
- The subject will not contribute in measureable ways to deterioration of the area contributing to the lower property values. In fact, the enhanced coverage and options available should help as an additional selling feature for any property owner within the general area.
- The communications facility will not result in conditions or circumstances contrary to the public health, safety and welfare.



15974 N. 77th Street – Scottsdale, Arizona 85260 – 602-277-7877



The subject proposal will comply with all conditions pursuant to the City of Avondale Zoning and Development Codes regarding Wireless Communication Facilities and any other applicable sections.

AT&T is excited about the opportunity to bring enhanced services to the Avondale area. As a result, residents and tourist will benefit from in the improved coverage and options available. The improvements will help to enhance E-911, County and Public communication services.

Please refer to the attached drawings for further additional information.

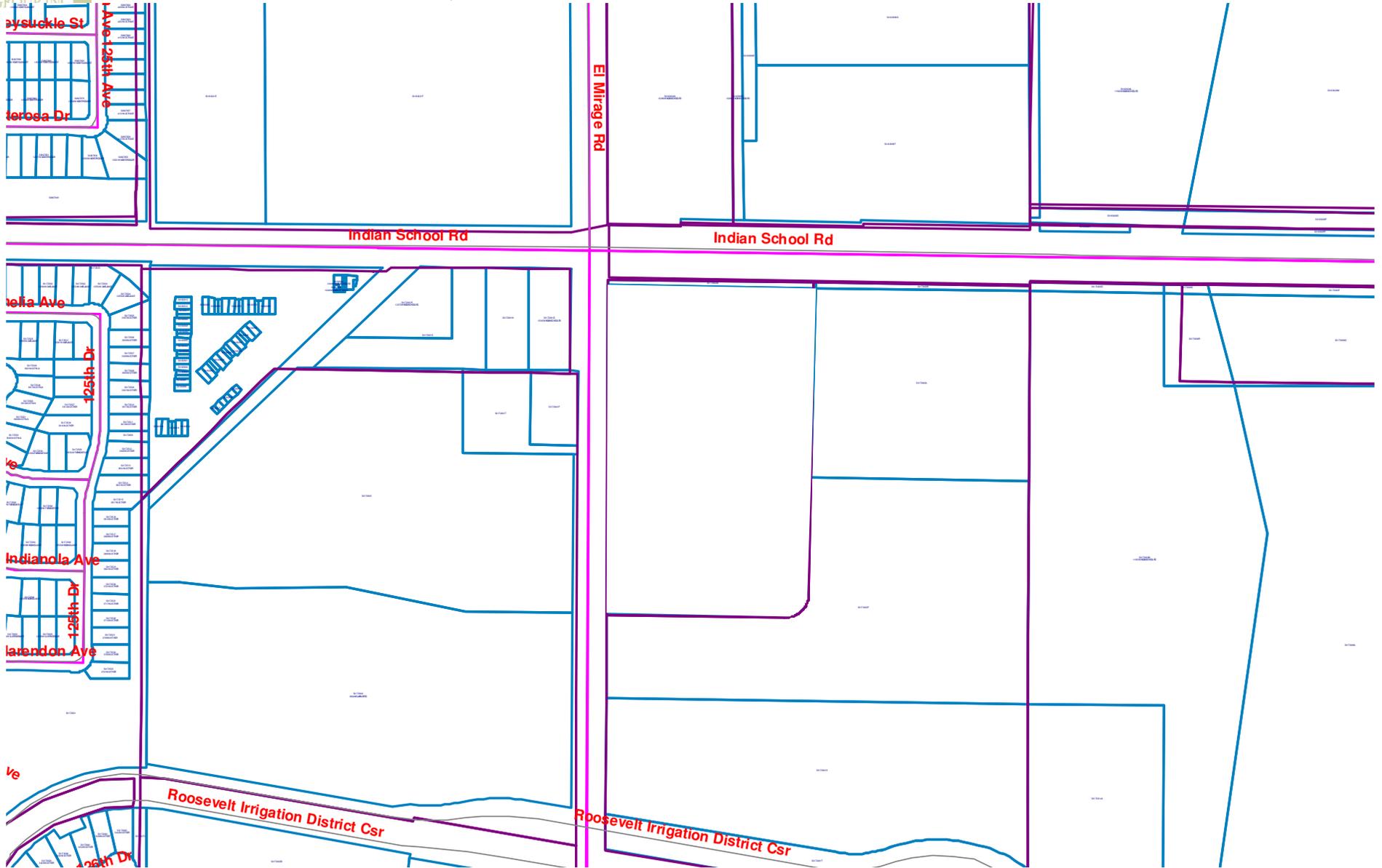
Sincerely,

A handwritten signature in black ink, appearing to read 'Michelle Evans', written in a cursive style.

Michelle Evans
602-277-7877 x233
mevans@fmgroup.net



15974 N. 77th Street – Scottsdale, Arizona 85260 – 602-277-7877





15974 N. 77th Street – Scottsdale, Arizona 85260 – 602-277-7877



AT&T SITE NO. X543 - VALLEY GOLF CENTER

MONOPALM WITH FUTURE CO-LOCATION
VIEW FROM NORTH





at&t

SITE NUMBER: X543-D CANDIDATE NAME: VALLEY GOLF CENTER

APPROVALS

AT&T (RF): _____ DATE: _____

AT&T (CONST.): _____ DATE: _____

AT&T (S.A.): _____ DATE: _____

LANDLORD: _____ DATE: _____

LANDLORD: _____ DATE: _____

SITE ACQ.: _____ DATE: _____

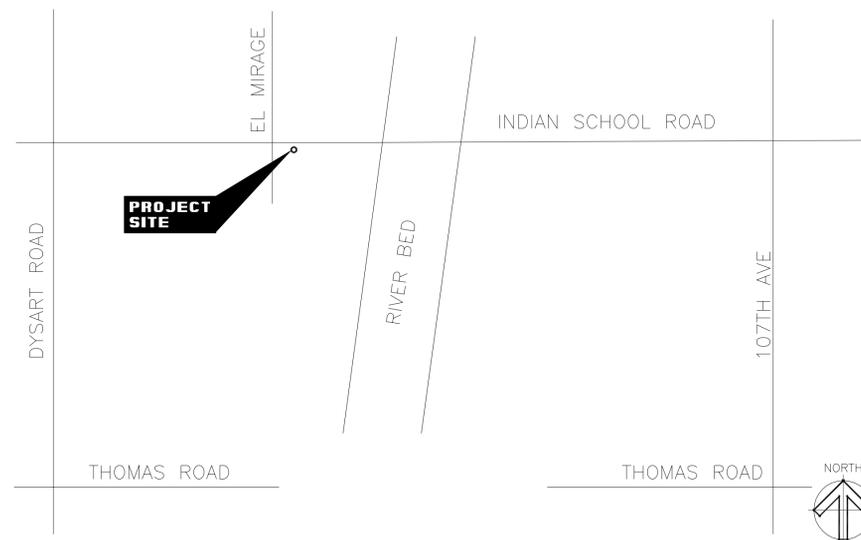
DRAWING INDEX

REV

25471-620-PHNXAZ-X543-T-1	TITLE SHEET	3
25471-620-PHNXAZ-X543-SV-1	TOPOGRAPHICAL SURVEY	2
25471-620-PHNXAZ-X543-Z-1	OVERALL SITE PLAN	3
25471-620-PHNXAZ-X543-Z-2	ENLARGED SITE PLAN	3
25471-620-PHNXAZ-X543-Z-3	ELEVATION	3

DESIGN PACKAGE BASED ON RF DATA SHEET DATE STAMPED 12/29/2009

VICINITY MAP



PROJECT INFORMATION

OWNER: KACHINA FAIRWAYS INC.

SITE ADDRESS: 12247 WEST INDIAN SCHOOL ROAD
AVONDALE, ARIZONA 85392

APN: 501-73-002 J

JURISDICTION: CITY OF AVONDALE

ZONING: C-2

LEASEE: AT&T MOBILITY

EXISTING USE: DRIVING RANGE

PROPOSED EQUIPMENT: GROUND BUILD WITH NEW STEALTH MONOPALM

OCCUPANCY: UNMANNED TELECOMMUNICATIONS FACILITY

CONSTRUCTION TYPE: VB

ALLOWABLE AREA: 5,500 SF

ACTUAL AREA: 300 SF.

POWER COMPANY: APS

TELCO COMPANY: T.B.D.

SITE DIRECTIONS

- FROM THE AT&T OFFICE:
1. HEAD SOUTH ON N TATUM BLVD
 2. TAKE THE AZ-101 LOOP RAMP
 3. MERGE ONTO AZ-101 W/LOOP 101
 4. EXIT AT INDIAN SCHOOL ROAD HEADING WEST
 5. TURN SOUTH AT EL MIRAGE
 6. TURN LEFT INTO PARKING LOT. SITE IS EAST END OF PARKING LOT.

PROJECT SUMMARY

- INSTALLATION OF AN EQUIPMENT COMPOUND WITH A WALL SCREENING TELECOMMUNICATION EQUIPMENT CABINETS MOUNTED ON A CONCRETE SLAB.
- INSTALLATION OF AN ANTENNA ARRAY, 3 SECTORS, 4 ANTENNA'S PER SECTOR ON NEW MONOPALM.
- INSTALLATION OF COAXIAL CABLE IN UNDERGROUND COAXIAL DUCT BANK FROM EQUIPMENT TO MONOPALM.
- AN UNDERGROUND 200A ELECTRICAL SERVICE FROM POWER COMPANY'S POC TO ELECTRICAL METER/DISCONNECT AT EQUIPMENT COMPOUND.
- AN UNDERGROUND TELEPHONE SERVICE FROM TELCOM COMPANY'S PC TO NIC AT EQUIPMENT COMPOUND.

MONOPOLE HEIGHT (TOP OF FRONDS): 70'-0"

TOP OF ANTENNA HEIGHT: 65'-0"

ANTENNA RC HEIGHT: 63'-0"

LATITUDE: 33° 29' 32.87" | NAD83

LONGITUDE: 112° 19' 18.39" | NAD83

ELEVATION: 1009.5' | NAVD88

REDLINE DRAWING REVIEW

NAME (PRINT)	SIGNATURE	DATE
GENERAL CONTRACTOR - CONFIRM ACCURACY OF THESE REDLINE DRAWINGS		
NAME (PRINT)	SIGNATURE	DATE
FIELD COORDINATOR - VERIFY INSTALLATION PER REDLINE DRAWINGS		
NAME (PRINT)	SIGNATURE	DATE
ENGINEERING - Market Engineer Shall Review Redline Drawings To Ensure Changes Do Not Alter The Original Design Intent And/Or Are Code Compliant		

SITE QUALIFICATION PARTICIPANTS

	NAME	COMPANY	NUMBER
A/E	WARREN A. SAMBACH	FM GROUP INC	602-277-7877
SAC	JOHN DELUCA	FM GROUP INC	602-277-7877
RF	OZGUR CELIK	AT&T WIRELESS	602-625-3782
LANDLORD	KEVIN O'CONNELL	KACHINA FAIRWAYS INC.	623-935-9351



FM GROUP INC
15974 N. 77TH STREET
SUITE 100
SCOTTSDALE, AZ 85260
Phone: (602) 277-7877
Fax: (602) 277-8288
Project Number: 09-178

VALLEY GOLF CENTER PHNXAZX543-D

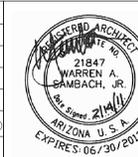
12247 W. INDIAN SCHOOL ROAD
AVONDALE, ARIZONA 85392



AT&T MOBILITY
20830 N. TATUM BLVD. SUITE 400
PHOENIX, AZ 85050
PHONE: (480) 414-1829

NO.	DATE	REVISIONS	BY	CHK	APP'D
3	02/14/11	CITY COMMENTS	MEW	MTF	MTF
2	01/13/11	ZD'S FOR SUBMITTAL	MPR	MTF	MTF
1	12/21/10	ZD'S FOR SUBMITTAL	MPR	MTF	MTF
0	12/03/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	11/11/09	ZD'S FOR REVIEW	MEW	MTF	MTF

SCALE: AS SHOWN DESIGNED BY: MEW DRAWN BY: MEW



AT&T MOBILITY

TITLE SHEET

DRAWING NUMBER	REV
25471-620	3
PHNXAZ-X543-T-1	

22 x 34 "D" SIZE

INDIAN SCHOOL ROAD

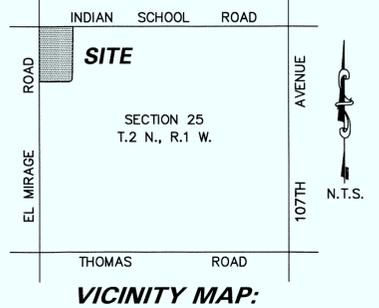
**MONOPALM LEASE PREMISES:
LEGAL DESCRIPTION:**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE LEASE PREMISES SHOWN HEREON; THENCE NORTH 36°55'20" WEST, FOR A DISTANCE OF 13.64 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00°01'23" WEST, FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 89°58'37" WEST, FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 00°01'23" EAST, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°58'37" EAST, FOR A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING; SAID MONOPALM LEASE PREMISES CONTAINS 100 S.F. MORE OR LESS.

EL MIRAGE ROAD

FND. BRASS CAP IN HANDHOLE, N.W. CORNER SECTION 25 POINT OF COMMENCEMENT

FND. 4-STRADDLE MONUMENTS, INT. POINT BEING THE N. 1/4 COR. SECTION 25



**PARENT PARCEL:
LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING WITHIN SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF SAID SECTION AND THE MONUMENT LINE OF INDIAN SCHOOL ROAD, SOUTH 89 DEGREES 48 MINUTES 32 SECONDS EAST, A DISTANCE OF 671.17 FEET; THENCE LEAVING SAID NORTH LINE AND SAID MONUMENT LINE, SOUTH 01 DEGREES 07 MINUTES 33 SECONDS WEST, A DISTANCE OF 1007.91 FEET TO THE BEGINNING OF A CURVE; THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 70.00 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 89 DEGREES 44 MINUTES 11 SECONDS, A DISTANCE OF 109.63 FEET TO THE CURVE'S END; THENCE NORTH 89 DEGREES 08 MINUTES 16 SECONDS WEST, A DISTANCE OF 573.60 FEET TO THE WEST LINE OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 21 MINUTES 48 SECONDS WEST, A DISTANCE OF 1069.96 FEET TO THE POINT OF BEGINNING.

**12' ACCESS EASEMENT:
LEGAL DESCRIPTION:**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE LEASE PREMISES SHOWN HEREON; THENCE NORTH 01°32'59" WEST, FOR A DISTANCE OF 1.69 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00°01'23" EAST, FOR A DISTANCE OF 30.87 FEET; THENCE NORTH 44°36'02" WEST, FOR A DISTANCE OF 22.53 FEET; THENCE NORTH 00°01'23" EAST, FOR A DISTANCE OF 98.70 FEET; THENCE NORTH 89°08'32" WEST, FOR A DISTANCE OF 463.23 FEET; THENCE SOUTH 00°18'25" WEST, FOR A DISTANCE OF 60.41 FEET; THENCE SOUTH 44°59'52" WEST, FOR A DISTANCE OF 97.47 FEET; THENCE NORTH 89°08'32" WEST, FOR A DISTANCE OF 15.06 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF EL MIRAGE ROAD, BEING THE TERMINATION OF SAID 12 FOOT ACCESS EASEMENT.

**5' UTILITY EASEMENT:
LEGAL DESCRIPTION:**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE LEASE PREMISES SHOWN HEREON; THENCE NORTH 76°01'30" WEST, ALONG THE NORTH LINE OF SAID LEASE PREMISES, FOR A DISTANCE OF 2.50 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00°01'37" EAST, FOR A DISTANCE OF 115.79 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING NORTH 00°01'37" EAST, FOR A DISTANCE OF 4.97 FEET; THENCE NORTH 18°15'55" WEST, FOR A DISTANCE OF 64.57 FEET; THENCE NORTH 89°08'32" WEST, FOR A DISTANCE OF 152.28 FEET, TO THE TERMINATION OF SAID UTILITY EASEMENT; BEGINNING AT THE AFOREMENTIONED POINT "A"; THENCE NORTH 89°08'32" WEST, FOR A DISTANCE OF 81.00 FEET, TO THE TERMINATION OF SAID UTILITY EASEMENT;

**5' COAXIAL EASEMENT:
LEGAL DESCRIPTION:**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE LEASE PREMISES SHOWN HEREON; THENCE SOUTH 13°58'19" WEST, ALONG THE WEST LINE OF SAID LEASE PREMISES, FOR A DISTANCE OF 1.53 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 60°02'36" WEST, FOR A DISTANCE OF 9.03 FEET, TO THE TERMINATION OF SAID 5 FOOT COAXIAL EASEMENT.

- LEGEND:**
- ⊗ FOUND MONUMENT AS NOTED
 - ⊕ POWER POLE
 - ⊙ LIGHT POLE
 - ⊞ TELEPHONE BOX
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - MONUMENT LINE
 - PROPERTY LINE
 - - - EASEMENT LINE
 - - - RIGHT-OF-WAY LINE

**LEASE PREMISES:
LEGAL DESCRIPTION:**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, BEING A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER BEARS SOUTH 89°08'32" EAST, FOR A DISTANCE OF 2601.63 FEET; THENCE SOUTH 89°08'32" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 671.17 FEET; THENCE SOUTH 01°47'33" WEST, FOR A DISTANCE OF 85.01 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF INDIAN SCHOOL ROAD; THENCE CONTINUING SOUTH 01°47'33" WEST, FOR A DISTANCE OF 185.06 FEET; THENCE NORTH 88°12'27" WEST, FOR A DISTANCE OF 45.73 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 13°57'24" WEST, FOR A DISTANCE OF 17.33 FEET; THENCE NORTH 76°01'04" WEST, FOR A DISTANCE OF 20.01 FEET; THENCE NORTH 13°58'19" EAST, FOR A DISTANCE OF 17.33 FEET; THENCE SOUTH 76°01'30" EAST, FOR A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING. SAID LEASE PREMISES CONTAINS 347 S.F. MORE OR LESS.

BASIS OF BEARING:

A BEARING OF SOUTH 89°08'32" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, AS SHOWN ON THE PLSS SUBDIVISION, MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY, BK. 688 OF MAPS, PG. 40 M.C.R.

SITE DATA:

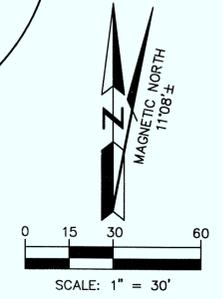
LEASE CORNER	LATITUDE	LONGITUDE
NORTHEAST	33°29'32.26"	112°19'23.05"
SOUTHEAST	33°29'32.60"	112°19'18.21"
SOUTHWEST	33°29'32.65"	112°19'18.44"
NORTHWEST	33°29'32.36"	112°19'23.51"

ASSESSOR'S PARCEL NUMBER:

501-73-002-J

DATE OF SURVEY:

NOVEMBER 9, 2009



LINE TABLE:

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N88°12'27"W	45.73'	L11	S13°58'19"W	1.53'
L2	S13°57'24"W	17.33'	L12	N60°02'36"W	9.03'
L3	N76°01'04"W	20.01'	L13	N01°35'33"E	1.69'
L4	N13°58'19"E	17.33'	L14	N00°01'23"E	30.87'
L5	S76°01'30"E	20.00'	L15	N44°36'02"W	22.53'
L6	N36°55'20"W	13.64'	L16	N75°58'03"W	2.50'
L7	S00°01'23"W	10.00'	L17	S00°01'23"W	115.79'
L8	N89°58'37"W	10.00'	L18	S00°01'23"W	4.97'
L9	N00°01'23"E	10.00'	L19	N89°08'32"W	81.00'
L10	S89°58'37"E	10.00'	L20	N89°08'32"W	15.06'

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986
PROJ. NO. CELLO25-S

FM GROUP INC
15974 N. 77TH STREET
SUITE 100
SCOTTSDALE, AZ 85260
Phone: (602) 277-7877
Fax: (602) 277-8288
Project Number: 09-162

VALLEY GOLF CENTER PHNXAZ543
12247 W. INDIAN SCHOOL ROAD
AVONDALE, ARIZONA 85392

at&t
AT&T MOBILITY
20830 N. TATUM BLVD. SUITE 400
PHOENIX, AZ 85050
PHONE: (480) 414-1829

NO.	DATE	REVISIONS	BY	CHK	APP'D
2	2/10/11	COUNTY COMMENTS	JDH	MTF	MTF
1	1/20/11	EASEMENT & LEASE PREMISES REVISIONS	JDH	MTF	MTF
0	12/01/09	ISSUED FOR SUBMITTAL	JDH	MTF	MTF

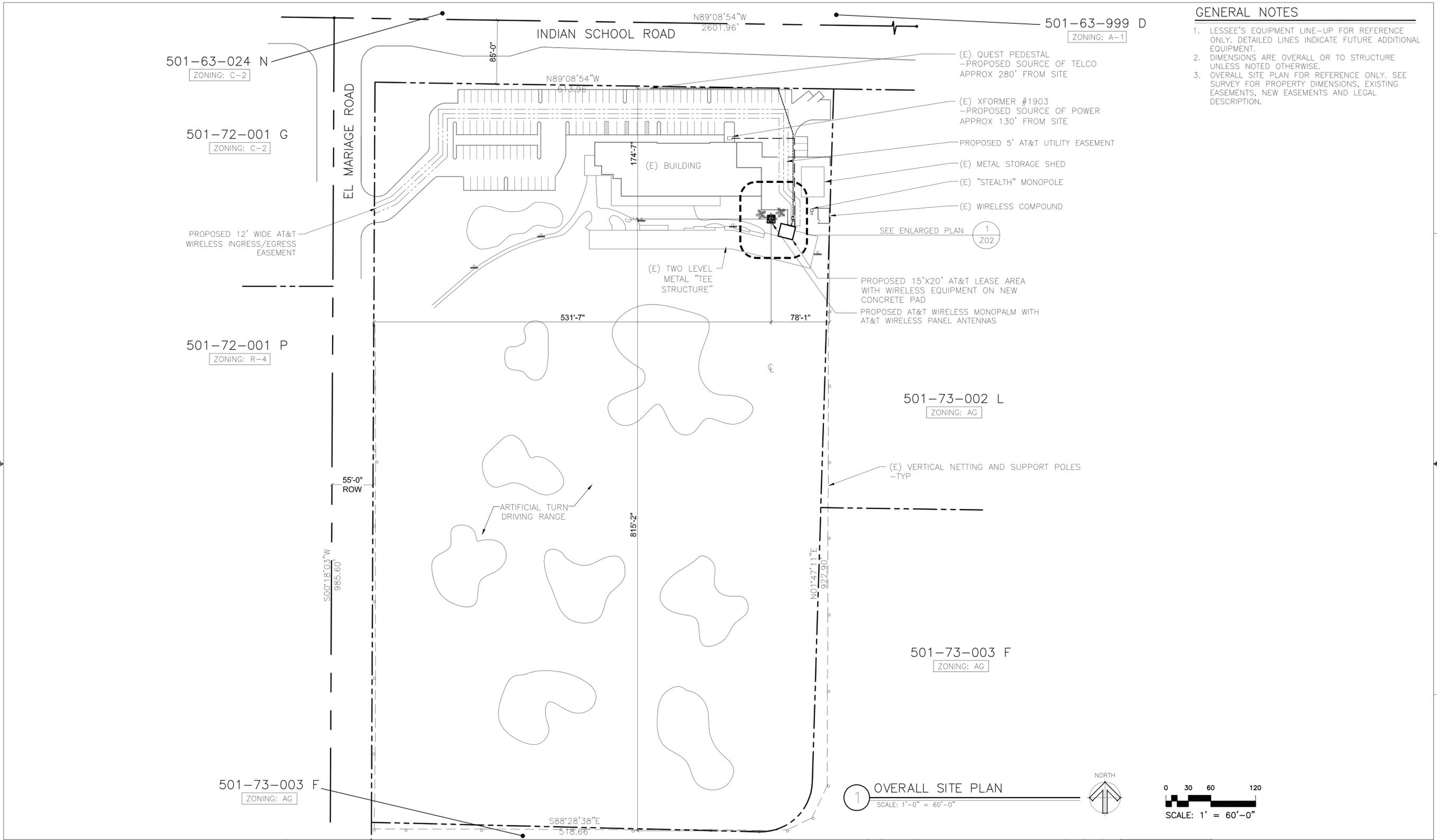
SCALE: 1"=30' DESIGNED BY: N/A DRAWN BY: JDH



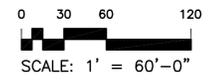
AT&T MOBILITY
TOPOGRAPHICAL SURVEY
DRAWING NUMBER: 25471-620
REV: PHNX-PHNXAZ-X543-SV-1

GENERAL NOTES

1. LESSEE'S EQUIPMENT LINE-UP FOR REFERENCE ONLY. DETAILED LINES INDICATE FUTURE ADDITIONAL EQUIPMENT.
2. DIMENSIONS ARE OVERALL OR TO STRUCTURE UNLESS NOTED OTHERWISE.
3. OVERALL SITE PLAN FOR REFERENCE ONLY. SEE SURVEY FOR PROPERTY DIMENSIONS, EXISTING EASEMENTS, NEW EASEMENTS AND LEGAL DESCRIPTION.



1 OVERALL SITE PLAN
SCALE: 1" = 60'-0"



FM GROUP INC
FM GROUP INC
15974 N. 77TH STREET
SUITE 100
SCOTTSDALE, AZ 85260
Phone: (602) 277-7877
Fax: (602) 277-8288
Project Number: 09-178

**VALLEY GOLF CENTER
PHNXAZX543-D**
12247 W. INDIAN SCHOOL ROAD
AVONDALE, ARIZONA 85392

at&t
AT&T MOBILITY
20830 N. TATUM BLVD. SUITE 400
PHOENIX, AZ 85050
PHONE: (480) 414-1829

3	02/14/11	CITY COMMENTS	MEW	MTF	MTF
2	01/13/11	ZD'S FOR SUBMITTAL	MPR	MTF	MTF
1	12/21/10	ZD'S FOR SUBMITTAL	MPR	MTF	MTF
0	12/03/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	11/11/09	ZD'S FOR REVIEW	MEW	MTF	MTF
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN		DESIGNED BY: MEW	DRAWN BY: MEW		



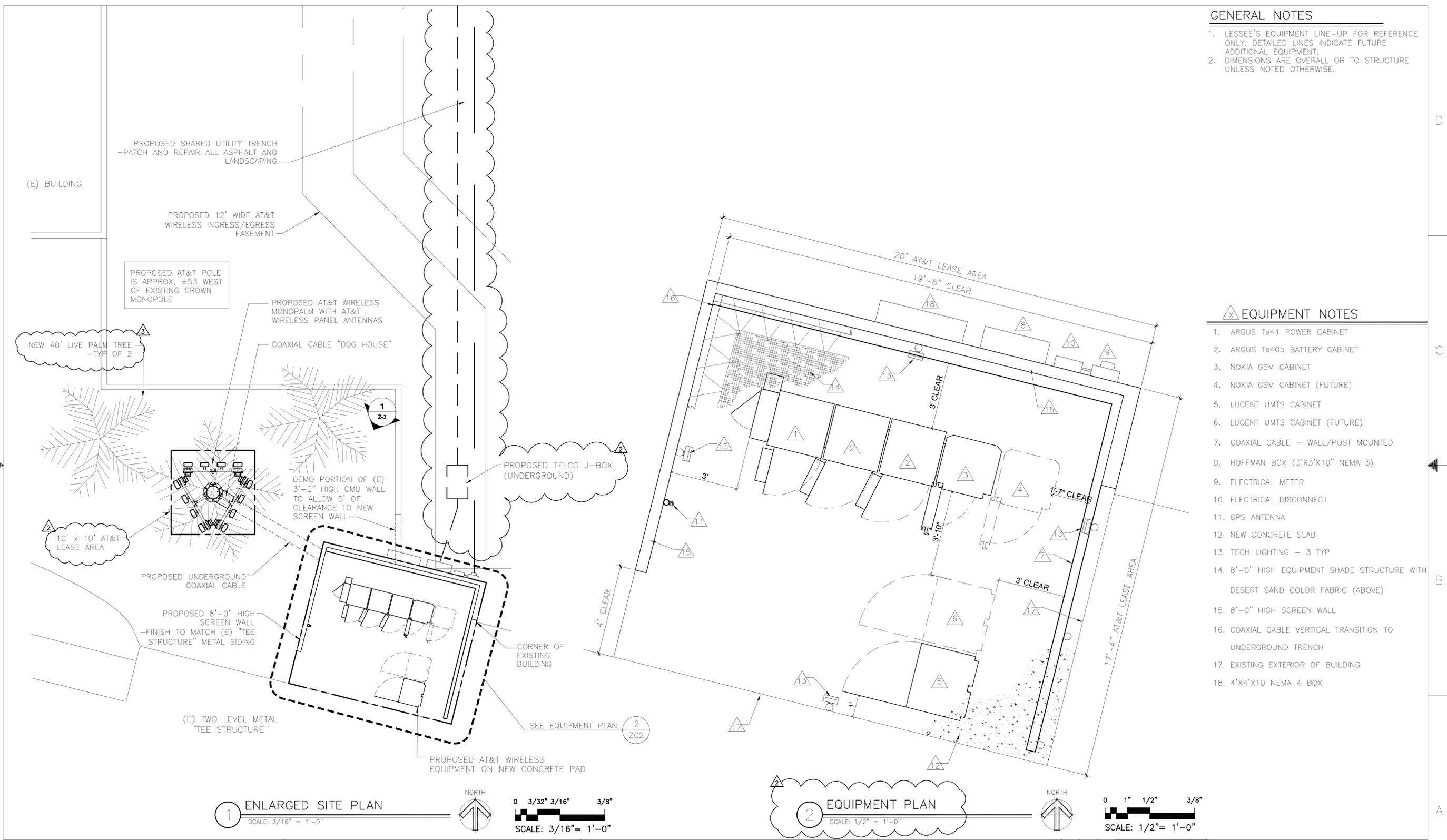
AT&T MOBILITY		
OVERALL SITE PLAN		
DRAWING NUMBER	REV	
25471-620	PHNXAZ-X543-Z-1	3

GENERAL NOTES

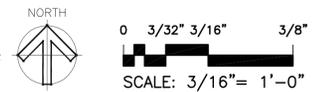
- LESSEE'S EQUIPMENT LINE-UP FOR REFERENCE ONLY. DETAILED LINES INDICATE FUTURE ADDITIONAL EQUIPMENT.
- DIMENSIONS ARE OVERALL OR TO STRUCTURE UNLESS NOTED OTHERWISE.

EQUIPMENT NOTES

- ARGUS Te41 POWER CABINET
- ARGUS Te40b BATTERY CABINET
- NOKIA GSM CABINET
- NOKIA GSM CABINET (FUTURE)
- LUCENT UMTS CABINET
- LUCENT UMTS CABINET (FUTURE)
- COAXIAL CABLE - WALL/POST MOUNTED
- HOFFMAN BOX (3'X3'X10" NEMA 3)
- ELECTRICAL METER
- ELECTRICAL DISCONNECT
- GPS ANTENNA
- NEW CONCRETE SLAB
- TECH LIGHTING - 3 TYP
- 8'-0" HIGH EQUIPMENT SHADE STRUCTURE WITH DESERT SAND COLOR FABRIC (ABOVE)
- 8'-0" HIGH SCREEN WALL
- COAXIAL CABLE VERTICAL TRANSITION TO UNDERGROUND TRENCH
- EXISTING EXTERIOR OF BUILDING
- 4'X4'X10 NEMA 4 BOX



1 ENLARGED SITE PLAN
SCALE: 3/16" = 1'-0"



2 EQUIPMENT PLAN
SCALE: 1/2" = 1'-0"



FM GROUP INC
15974 N. 77TH STREET
SUITE 100
SCOTTSDALE, AZ 85260
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NO.	DATE	REVISIONS	BY	CHK	APP'D
3	02/14/11	CITY COMMENTS	MEW	MTF	MTF
2	01/13/11	ZD'S FOR SUBMITTAL	MPR	MTF	MTF
1	12/21/10	ZD'S FOR SUBMITTAL	MPR	MTF	MTF
0	12/03/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	11/11/09	ZD'S FOR REVIEW	MEW	MTF	MTF

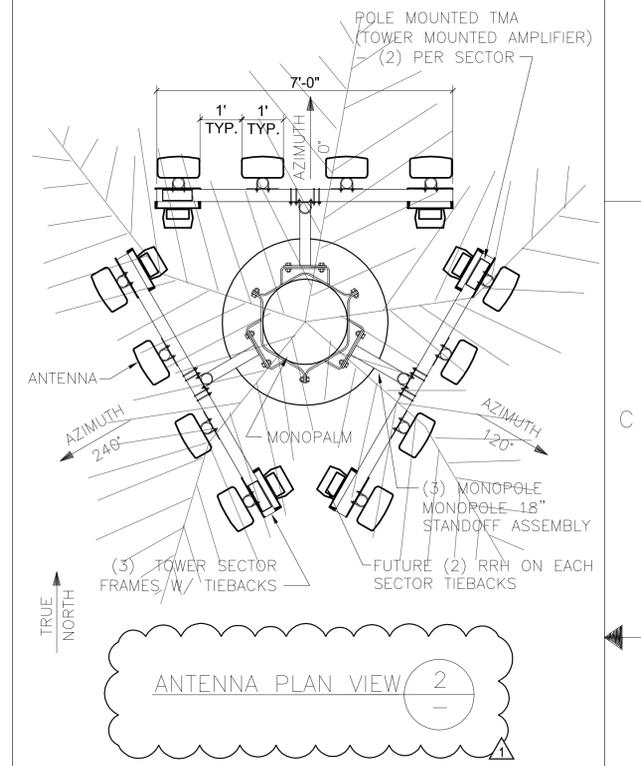
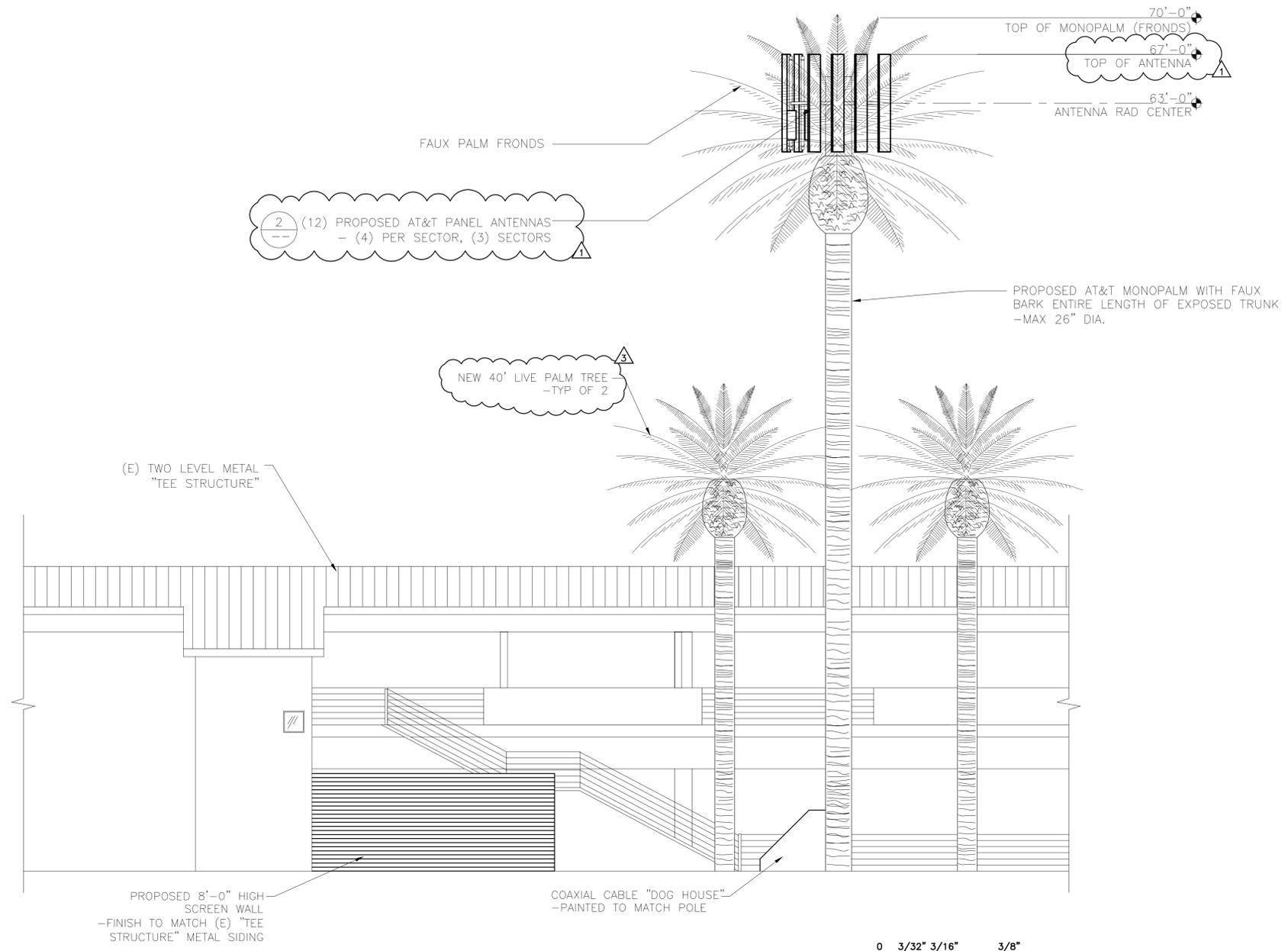
SCALE: AS SHOWN DESIGNED BY: MEW DRAWN BY: MEW



AT&T MOBILITY		
ENLARGED SITE PLAN		
DRAWING NUMBER	REV	
25471-620	PHNXAZ-X543-Z-2	3

GENERAL NOTES

1. ANTENNA ARRAY SHOWN FOR REFERENCE (3) SECTORS WITH (2) ANTENNAS PER SECTOR.
2. LESSEE'S MONOPALM SHOWN FOR REFERENCE WITH MAXIMUM HEIGHT ALLOWED. ACTUAL POLE WIDTH AND APPEARANCE PER POLE MANUFACTURER'S SPECIFICATIONS.



1 ELEVATION
SCALE: 3/16" = 1'-0"

0 3/32" 3/16" 3/8"
SCALE: 3/16" = 1'-0"

FM GROUP INC
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2	01/13/11	ZD'S FOR SUBMITTAL	MPR	MTF	MTF
1	12/21/10	ZD'S FOR SUBMITTAL	MPR	MTF	MTF
0	12/03/09	ZD'S FOR SUBMITTAL	MEW	MTF	MTF
A	11/11/09	ZD'S FOR REVIEW	MEW	MTF	MTF
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN		DESIGNED BY: MEW	DRAWN BY: MEW		



AT&T MOBILITY		
ELEVATION		
DRAWING NUMBER	REV	
25471-620	PHNXAZ-X543-Z-3	3

AT&T SITE NO. X543 - VALLEY GOLF CENTER



EXISTING CONDITIONS

VIEW FROM NORTH - INDIAN SCHOOL ROAD CENTERLINE IN FRONT OF PROPERTY



AT&T SITE NO. X543 - VALLEY GOLF CENTER



NEW CONDITIONS

VIEW FROM NORTH - INDIAN SCHOOL ROAD CENTERLINE IN FRONT OF PROPERTY



AT&T SITE NO. X543 - VALLEY GOLF CENTER



EXISTING CONDITIONS

VIEW FROM NORTHEAST - INDIAN SCHOOL ROAD CENTERLINE 1/4-MILE EAST OF THE PROPERTY



AT&T SITE NO. X543 - VALLEY GOLF CENTER



NEW CONDITIONS

VIEW FROM NORTHEAST - INDIAN SCHOOL ROAD CENTERLINE 1/4-MILE EAST OF THE PROPERTY



AT&T SITE NO. X543 - VALLEY GOLF CENTER



EXISTING CONDITIONS

VIEW FROM NORTHWEST - INDIAN SCHOOL ROAD CENTERLINE 1/4-MILE WEST OF THE PROPERTY



AT&T SITE NO. X543 - VALLEY GOLF CENTER



NEW CONDITIONS

VIEW FROM NORTHWEST - INDIAN SCHOOL ROAD CENTERLINE 1/4-MILE WEST OF THE PROPERTY



AT&T SITE NO. X543 - VALLEY GOLF CENTER



EXISTING CONDITIONS
VIEW FROM SOUTHWEST - MIRABELLA APARTMENTS - GROUND FLOOR UNIT



AT&T SITE NO. X543 - VALLEY GOLF CENTER



NEW CONDITIONS
VIEW FROM SOUTHWEST - MIRABELLA APARTMENTS - GROUND FLOOR UNIT



AT&T SITE NO. X543 - VALLEY GOLF CENTER



EXISTING CONDITIONS

VIEW FROM SOUTHWEST - MIRABELLA APARTMENTS - SECOND FLOOR UNIT



AT&T SITE NO. X543 - VALLEY GOLF CENTER



NEW CONDITIONS

VIEW FROM SOUTHWEST - MIRABELLA APARTMENTS - SECOND FLOOR UNIT



AT&T SITE NO. X543 - VALLEY GOLF CENTER



EXISTING CONDITIONS
VIEW FROM SOUTHWEST - MIRABELLA APARTMENTS - THIRD FLOOR UNIT



AT&T SITE NO. X543 - VALLEY GOLF CENTER



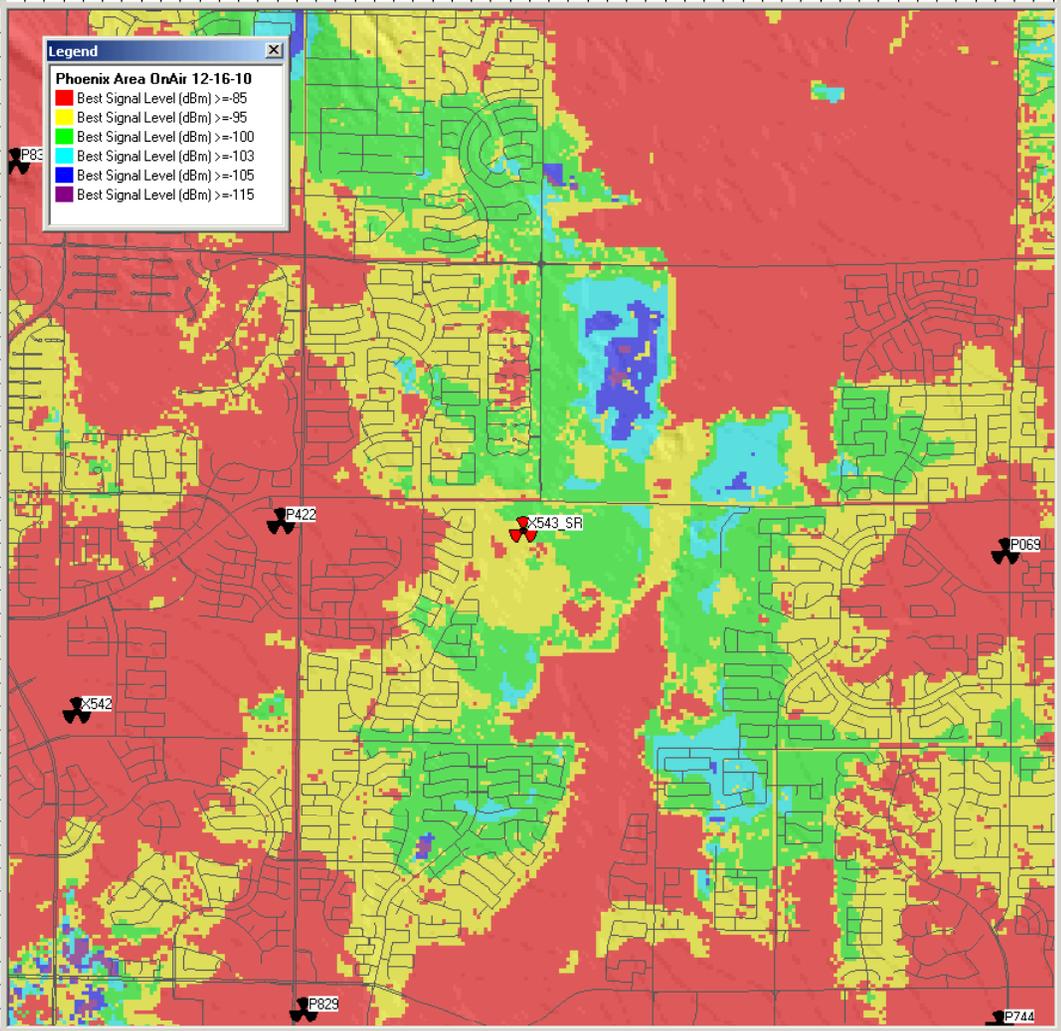
NEW CONDITIONS
VIEW FROM SOUTHWEST - MIRABELLA APARTMENTS - THIRD FLOOR UNIT



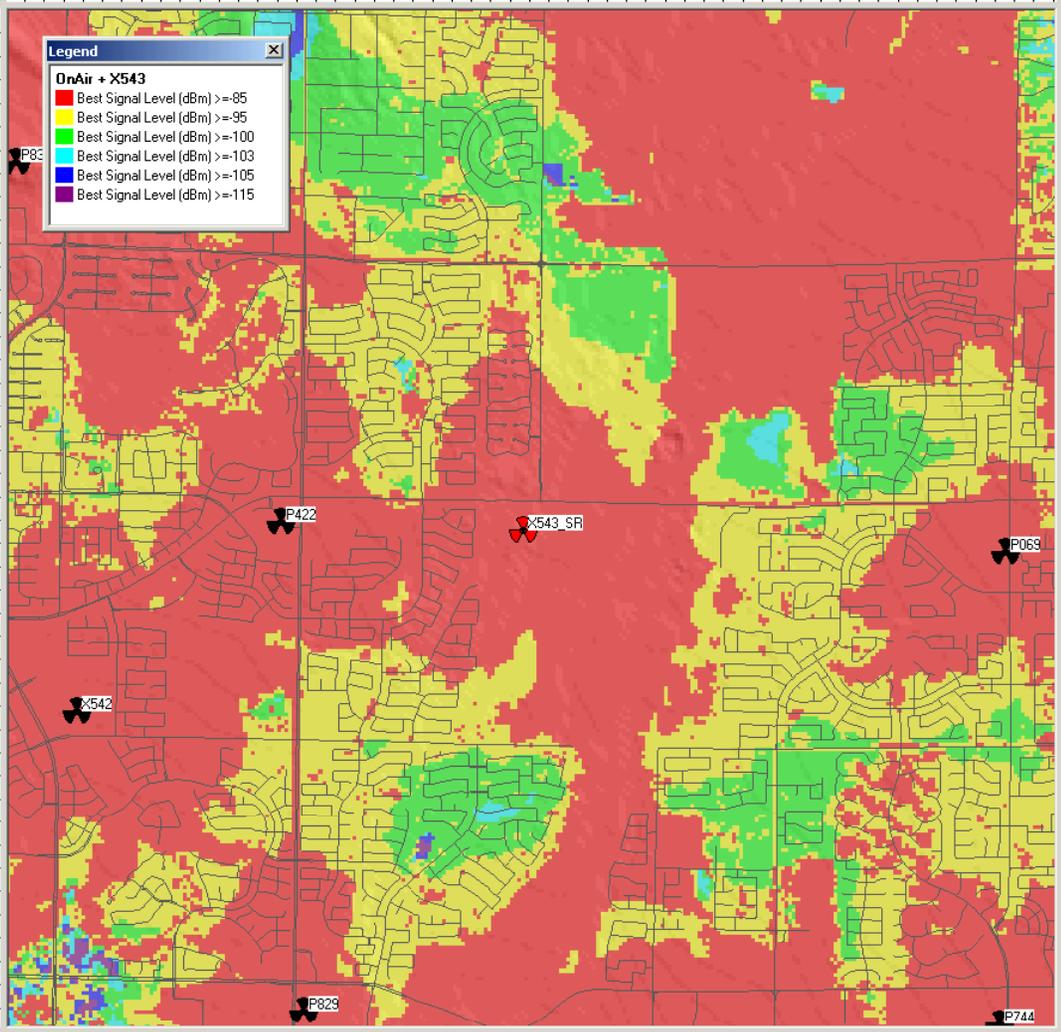
X543 Coverage



Existing Coverage Without X543



Existing Coverage With X543



CONSULTANTS Architecture Interiors Environmental Facilities



March 4, 2011

City of Avondale
Development Services Department – Planning Division
Mr. Eric Morgan, Planner II
11465 W. Civic Center Drive, #110
Avondale, AZ 85323

Subject: AT&T X543 Valley Golf Monopalm – Neighborhood Mtg. Summary
Avondale Case PL-10-014912247 - W. Indian School Rd.
FM Project: 09-178

Mr. Morgan:

On Tuesday, February 22, 2011, a neighborhood meeting was held at Avondale City Hall, 11465 West Civic Center Drive, in the Ocotillo Room to discuss the proposed wireless communication facility in the form of a monopalm at Valley Golf Center. The meeting started at 6:00 PM and went until 7:00 PM. To represent the applicant, AT&T, Tim Burmer of FM GROUP INC and John DeLuca of Telergy Consultants were present at the meeting. The meeting was advertised via newspaper ad, signs at the site and mailings sent to neighboring property owners within 500' of the proposed site. Aside from the applicant's representatives, no one attended the meeting.

Please contact me with any questions.

Sincerely,

FM GROUP INC

A handwritten signature in black ink, appearing to read 'Michelle M. Evans', written in a cursive style.

Michelle M. Evans
Applicant Representative

G:\2009 Projects\WIRELESS\Bechte\NSB Phoenix Sites\09-178 X543 Rancho Santa Fe\Site Acquisition\3 - Zoning\Valley Golf\CUP Submittal\CUP NEIGHBORHOOD MEETING PREP\X543 Neighborhood Meeting Write-Up.doc

X543 - Valley Golf Center - Open House - February 22, 2011, 6PM-7PM

Name	Address	Phone	E-mail	Notes
TIM BURMER	519 E YUCCA ST. SCOTTSDALE, AZ	602.481.4535	tdburmer@imgroup.net	
JOHN DeLUCA	8020 E. SHARON DR. SCOTTSDALE, AZ 85260	602-399-2800	jgdeluca@telergyconsulting.net	

Eric Morgan

From: Betty S Lynch <cats01@cox.net>
Sent: Tuesday, April 19, 2011 11:08 AM
To: Sue McDermott
Cc: Tracy Stevens; Eric Morgan
Subject: Re: Planning Commission Agenda 04/21/2011

Importance: High

Good morning,

In general I have no problem with these phone towers as long as they are done nicely. Believe it or not the lights, poles and everything high at the Golf Range can be seen at night from Rancho Santa Fe.

That said, the tower at St John Vianney church is so poorly done, it sets a tone I do not appreciate. From the road it is ugly. Have been meaning to write about it. The Mono is well outside the grouping of three palms which I'm beginning to suspect may even have already been there. If not, the setting should have been different. You see three small palms and then a ways away, the Mono and very clearly what it is. Where it is placed, they don't have to look at it, but everyone else sure does especially from Thomas and the Y. Haven't seen if from Fulton Estates.

Betty

----- Original Message -----

From: Development Services Department
To: cats01@cox.net
Sent: Tuesday, April 19, 2011 8:05 AM
Subject: Planning Commission Agenda 04/21/2011

[View this in your browser](#)

The agenda for the upcoming Planning Commission meeting is now available online by clicking the link below:

[Planning Commission Work Session Agenda 04/21/2011](#)

[Planning Commission Regular Meeting Agenda 04/21/2011](#)

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**PLANNING COMMISSION
REGULAR MEETING**

**CITY COUNCIL CHAMBERS
11465 W. CIVIC CENTER DR.
AVONDALE, AZ 85323**

**Thursday, April 21, 2011
6:30 P.M.**

I. CALL TO ORDER

The Regular Meeting was called to order at 6:33 p.m. by Vice Chair Cotera.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT

Angela Cotera, Vice Chair
Lisa Amos, Commissioner
David Iwanski, Commissioner
David Scanlon, Commissioner
Sean Scibienski, Commissioner

COMMISSIONERS ABSENT

Michael Long, Chairman
Grace Carrillo, Commissioner

CITY STAFF PRESENT

Tracy Stevens, Planning Manager, Development Services Department
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II, Development Services Department
Eric Morgan, Planner II, Development Services Department
Stacey Bridge-Denzak, Planner I, Development Services Department
Jennifer Fostino, Zoning Specialist, Development Services Department
Linda Herring, Development Services Representative

VII. PUBLIC HEARING ITEMS

3. **PL-10-0149**

This is a public hearing before the Planning Commission to review and solicit public input on application PL-10-0149, a request by Michelle Evans, FM Group

Planning Commission Regular Meeting Minutes

April 21, 2011

Page 2 of 4

Inc., for approval of a Conditional Use Permit to allow construction of a new 70-foot high wireless communications structure (monopalm) and associated equipment yard at the Valley Golf facility. The subject site is located at 12247 West Indian School Road. Staff Contact: Eric Morgan

Mr. Morgan, Planner II, stated that this application is a request for a Conditional Use Permit for a personal wireless service facility. The subject property is approximately 13.6 acres in total but the subject site is much smaller. The Valley Golf site is zoned C-2 and is approved as a Special Use District for a golf driving range. Currently the property contains a 70-foot high monopole for another wireless service, including its own attendant yard, which was permitted in 1999.

Mr. Morgan explained that for wireless facilities to be built there must be a demonstrated coverage gap, new towers may be built only when antennae cannot be located on existing structures, a paved parking space must be provided for access, and the setback has to be the equivalent of one foot for every foot of tower height. Additionally, facilities must utilize an alternative design to disguise the tower, and the ground equipment must be appropriately screened.

Mr. Morgan said the applicant had to request a new wireless facility because factors prevented them from co-location on existing structures. The existing monopole is nonconforming and cannot be added to. There are existing power poles along Indian School Road, but the City does not allow equipment yards to be located in the right-of-way, and the Valley Golf owner was not willing to give up parking there for an equipment yard. The netting around the golf facility could not be used because of problems in accessing the equipment yard. The owner of an adjacent landfill site was not willing to grant vehicle access through their site. There is a 100-foot tall tower in a nearby City facility, but the applicant could not come to terms with the City.

Mr. Morgan said the Valley Golf owner is willing to dedicate a separate easement to grant access through the site and for parking. The proposed monopalm and equipment yard meet minimum setbacks. For the purpose of context, staff proposes that two live palm trees be planted next to the monopalm for aesthetic contextual purposes.

Mr. Morgan said the proposal meets the five findings required for a conditional use permit:

- The facility is consistent with the land use, it furthers the City's goals in the General Plan, and is consistent with the desired character of the area. Of the 17 wireless service facilities in the city limits, 14 are on commercial property. Land use conflicts are minimized by the alternative design. The facility does not directly abut residential housing, and does not further block views of the mountains.

Planning Commission Regular Meeting Minutes

April 21, 2011

Page 3 of 4

- The use is compatible with the driving range and there are no conflicting issues with the existing wireless service. Surrounding land uses are primarily non-residential. Proximity to the nearest apartments is buffered by netting and tee boxes.
- It is adequate in size and shape to accommodate safe use of the facility. No variances are needed for this site, and it meets all requirements of the Zoning Ordinance.
- Appropriate access from public streets is adequate. There have been no problems with the existing facility since it was built.
- Adequate conditions have been imposed on the application. The applicants have agreed to conform to the design presented. The conditional use permit would expire in two years if they don't pull a building permit. Staff has stipulated that the equipment yard wall use a masonry design similar to the pro shop and other equipment yards.

Commissioner Amos suggested that the two real palm trees be of different heights and types so that all three look different from each other. Mr. Morgan noted that such a request would have to be added as a condition in the motion.

Mr. Morgan noted that staff responded to comments received from Betty Lynch, and that Ms. Lynch was satisfied with the response.

Commissioner Iwanski inquired about the completion date of the project. Mr. Morgan speculated that it should take less than a year.

Vice Chair Cotera invited the applicant to address the Commission. Mr. John DeLuca, FM Group, Inc, 15974 North 77th Street, #100, Scottsdale, Arizona 85260, said he has exhausted all alternatives. He requested that the Commission reconsider the stipulation for the masonry wall. The driving range is a high-end facility and much time was spent on the design to ensure that the equipment area didn't stand out at its proposed location. If the pole was located closer to the pro shop, a masonry wall would blend in better with nearby structures, but corrugated metal would blend in better at its proposed location. The proposed material is high grade that will continue to look nice for a long period of time.

Commissioner Scanlon inquired about the owner's opinion on the stipulation. Mr. DeLuca responded that Mr. O'Connell spent a great deal of time on the design and approved use of the metal material. He would have to approve the stipulation before the masonry walls could be built, as this would actually highlight the equipment area more than he would like. He emphasized that the choice of metal was not a question of cost.

Commissioner Iwanski asked whether staff would reconsider their recommendation. Mr. Morgan responded that if the Commission felt that the tee box design was more

Planning Commission Regular Meeting Minutes

April 21, 2011

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appropriate and the owner prefers it, nothing in the design manual would preclude use of that material. Commissioner Iwanski proposed that the Commission take into consideration that the material is important to the owner and his argument is sound.

Vice Chair Cotera queried whether staff's recommendation was made for aesthetic purposes or for safety. Mr. Morgan explained that the stipulation was only made for aesthetics. He said he was not aware that the owner strongly preferred the corrugated metal.

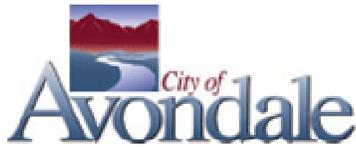
Vice Chair Cotera invited public comments, but there were no speakers.

Commissioner Iwanski moved to recommend approval of application PL-10-0149, a request for a conditional use permit for a 70-foot high monopalm personal service wireless facility, subject to stated stipulations 1 and 2 only. Commissioner Scanlon seconded.

Vice Chair Cotera requested that staff confirm with the owner of Valley Golf his preference for corrugated metal. Commission Scibienski clarified that removal of stipulation 3 would not prevent the use of masonry block; it would simply mean the City is not requiring it. Vice Chair Cotera reiterated that the provision of visual references would have benefited the Commission in this decision as well.

The motion passed unanimously.

End



DEVELOPMENT SERVICES

SUBJECT:

Public Hearing, Ordinance 1458-511- Correcting a Scrivener's Error, Time Extension for Avondale Commerce Park, Alternatively Ordinance 1459-511 - Zoning Reversion

MEETING DATE:

May 16, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

REQUEST: Staff is recommending Council adoption of an ordinance correcting a scrivener's error in Ordinances 1294-308 which rezoned Avondale Commerce Park to PAD and 1296-308 which rezoned Diamond P Ranch to PAD. The ordinance contains the correct legal descriptions of the subject properties.

A one year extension of Planned Area Development zoning on the subject property to April 16, 2012.

PARCEL SIZE: Approximately 80 acres

LOCATION: Northeast corner of 103rd Avenue and Van Buren Street

APPLICANT: Mr. Michael J. Curley, Earl, Curley, and Lagarde, P.C. (602) 265-0094

OWNER: 101st & Roosevelt Partners, LLC and 101st & Van Buren Partners, LLC

BACKGROUND:

The property is identified as Employment on the General Plan Land Use Map (Exhibit A). The property is zoned Planned Area Development (PAD) (Exhibit B). The property is vacant and is currently being farmed (Exhibit C).

The property was annexed into the City March 17, 1986 and zoned Agricultural (AG). On March 17, 2008, City Council approved case Z-07-7 and rezoned the property to Planned Area Development (PAD) through Ordinance 1294-308 (Exhibits E and F).

SUMMARY OF REQUEST:

Staff is recommending Council adoption of an ordinance correcting a scrivener's error (incorrect legal descriptions) in Ordinances 1294-308 and 1296-308 which rezoned Avondale Commerce Park to PAD. The ordinance contains the correct legal descriptions of the subject properties.

The applicant is requesting a one year extension of the expiration date of PAD zoning to April 16, 2012 (Exhibit G).

PARTICIPATION:

Not required.

PLANNING COMMISSION ACTION:

Not required.

ANALYSIS:

PAD Ordinance Correction

Staff has prepared an Ordinance correcting scrivener's errors in Ordinance 1294-308 which rezoned Avondale Commerce Park to PAD and 1296-308 which rezoned Diamond P Ranch to PAD, both adopted March 17, 2008. Both original ordinances were adopted with incorrect legal descriptions attached, though the bodies of each ordinance describing their respective locations and the accompanying maps showing the locations of each property were correct.

PAD Zoning Extension

According to Section 603.D of the Zoning Ordinance, the PAD zoning of Avondale Commerce Park expired April 16, 2011, or three years after the effective date of the ordinance rezoning the property to PAD, because construction of onsite or offsite improvements did not commence within the allotted time period due to the downturn in the market. The applicant's request for a one year extension of the PAD zoning was received March 21, 2011.

The Avondale Commerce Park PAD is in compliance with the current development and design standards of the Freeway Corridor Specific Plan, the Zoning Ordinance for the Commerce Park (CP), General Industrial (A-1), and Community Commercial (C-2) Zoning Districts, and the Commercial/Industrial/Multi-Family Residential Design Manuals (Exhibit F). The PAD Development Plan and Program provides for greater maximum building heights of 56 feet, instead of 35 feet, and allows up to 84 feet of maximum building height in subareas A and B of the property if four criteria are met (Exhibit F, page 7). The criteria are the same as was adopted with the amendment of the Freeway Corridor Specific Plan. The PAD Development Plan and Program also contains specific architectural design requirements, which were adopted as a part of the PAD prior to adoption of the Commercial/Industrial/Multi-Family Residential Design Manuals. The PAD requirements are compatible with the City's Design Manuals.

Uses provided for in the PAD are compatible with CP, A-1, and C-2 zoning, with the C-2 uses being located along Van Buren Street.

The PAD provides for a minimum Master Site Plan size of 10 acres, and a minimum first phase site plan of 2.5 acres. Construction of offsite perimeter infrastructure would be determined at the time of Master Site Plan approval and would be appropriate for the size of development and roadway connections to existing public streets.

The PAD was approved prior to adoption of the Public Art Ordinance. Therefore, staff is recommending that an additional Condition of Approval be adopted with the one year PAD zoning extension requiring compliance with the Public Art Ordinance 1324-808. Should the PAD zoning extension be granted as recommended, this will be the first of a maximum of four one-year extensions allowed by the Zoning Ordinance. The one year extension would expire April 16, 2012.

PAD Zoning Reversion

If the PAD zoning extension is not granted, the Section 603.D of the Zoning Code provides for the ability of City Council to revert the zoning to the previous zoning of Agriculture (AG). As a matter of standard procedure, staff has prepared an Ordinance to revert the zoning from PAD to AG should the City Council so desire, and the required notification to the applicant and property owner by Certified Letter has been done per the Section 603.D of the Zoning Code. All conditions of approval provided for in Ordinance 1273-1007, rezoning the property to PAD, continue in effect if this extension is granted (Exhibit E).

Conclusion:

Based on the information provided by the applicant and the analysis by staff, staff recommends:

- 1) Repealing and replacing Ordinance 1294-308, which rezoned Avondale Commerce Park to PAD with an incorrect legal description attached, and adopting a new ordinance with the correct legal description of the subject property attached; and
- 2) Approval of the requested one year extension of PAD zoning with one additional condition of approval that requires compliance with the Public Art Ordinance 1324-808.

FINDINGS:

The proposed request, with the recommended condition of approval, complies with the requirements of the General Plan, Freeway Corridor Specific Plan, the Zoning Ordinance, and the Commercial/Industrial/Multi-Family Design Manuals.

RECOMMENDATION:

1. Staff recommends adoption of an ordinance correcting a scrivener's error in Ordinance 1294-308 and 1296-308 to correct the legal descriptions attached therein for the subject properties.
2. Staff recommends that the City Council **APPROVE** application PL-11-0034 with one recommended condition of approval as follows:
 1. The property shall be subject to the Public Art Ordinance 1324-808.

PROPOSED MOTION:

1. I move that the City Council **ADOPT** Ordinance 1458-511 correcting a scrivener's error in ordinance 1294-308 and 1296-308 which rezoned the properties described therein from Agricultural to Planned Area Development
2. I move that the City Council **APPROVE** application PL-11-0034, a request for a one year extension of PAD zoning for Avondale Commerce Park to expire April 16, 2012, subject to one recommended condition of approval. **OR**
3. I moved that the Council adopt an ordinance reverting the zoning on the subject property from PAD to AG.

ATTACHMENTS:

Click to download

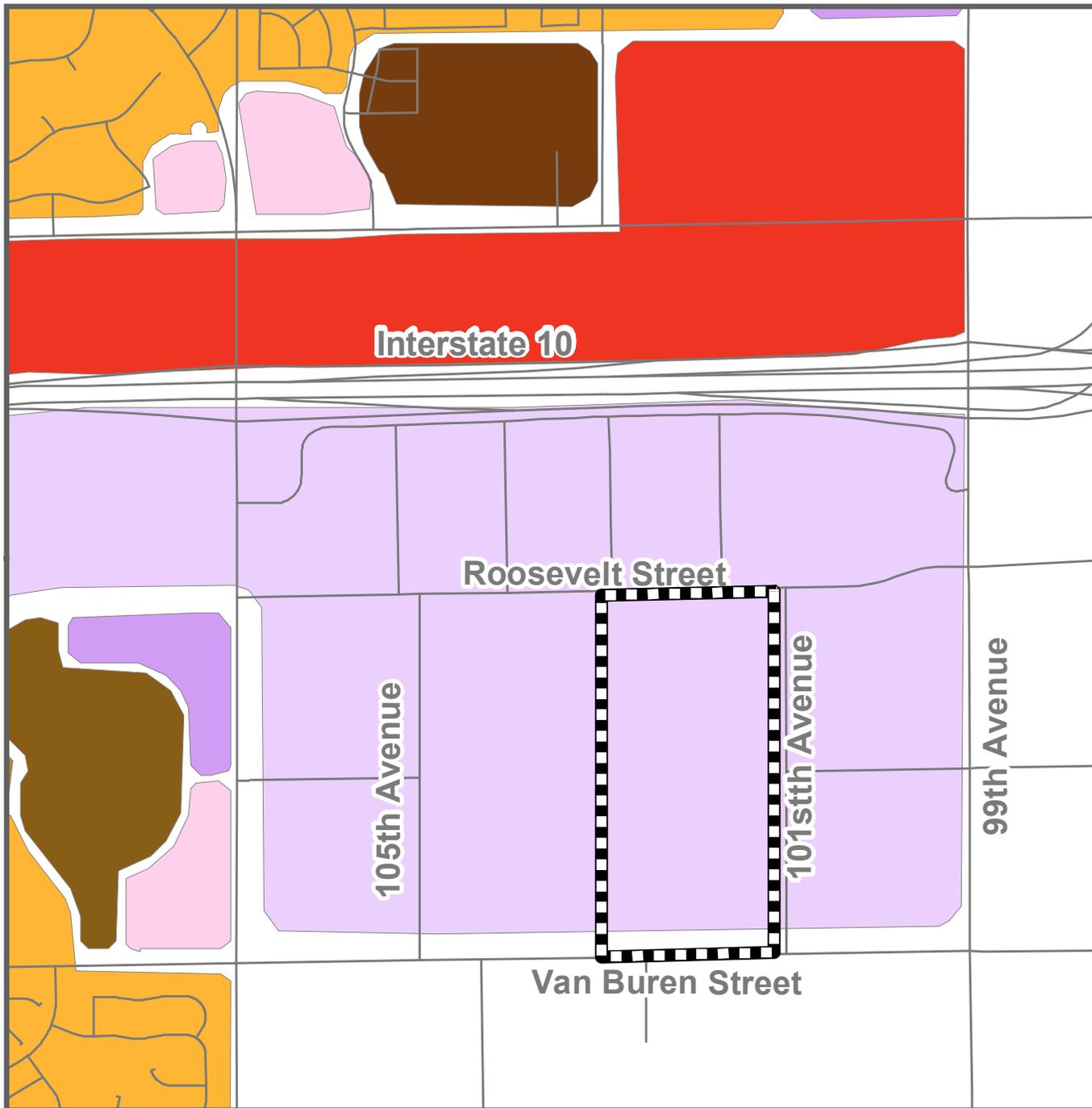
- 📄 [Exhibit A - General Plan Land Use Vicinity Map](#)
- 📄 [Exhibit B - Zoning Vicinity Map](#)
- 📄 [Exhibit C - Vicinity Aerial Photo 2010](#)
- 📄 [Exhibit D - Summary of Related Facts](#)
- 📄 [Exhibit E - PAD Ordinance - Avondale Commerce Park](#)
- 📄 [Exhibit F - PAD Development Plan & Program](#)
- 📄 [Exhibit G - Application Narrative Request](#)
- 📄 [Ordinance 1458-511](#)
- 📄 [Ordinance 1459-511](#)

FULL SIZE COPIES (Council Only):

Related Real Estate Marketing Materials

PROJECT MANAGER:

Eric Morgan, Planner II, (623) 333-4017



Avondale Commerce Park PAD Extension
PL-11-0034

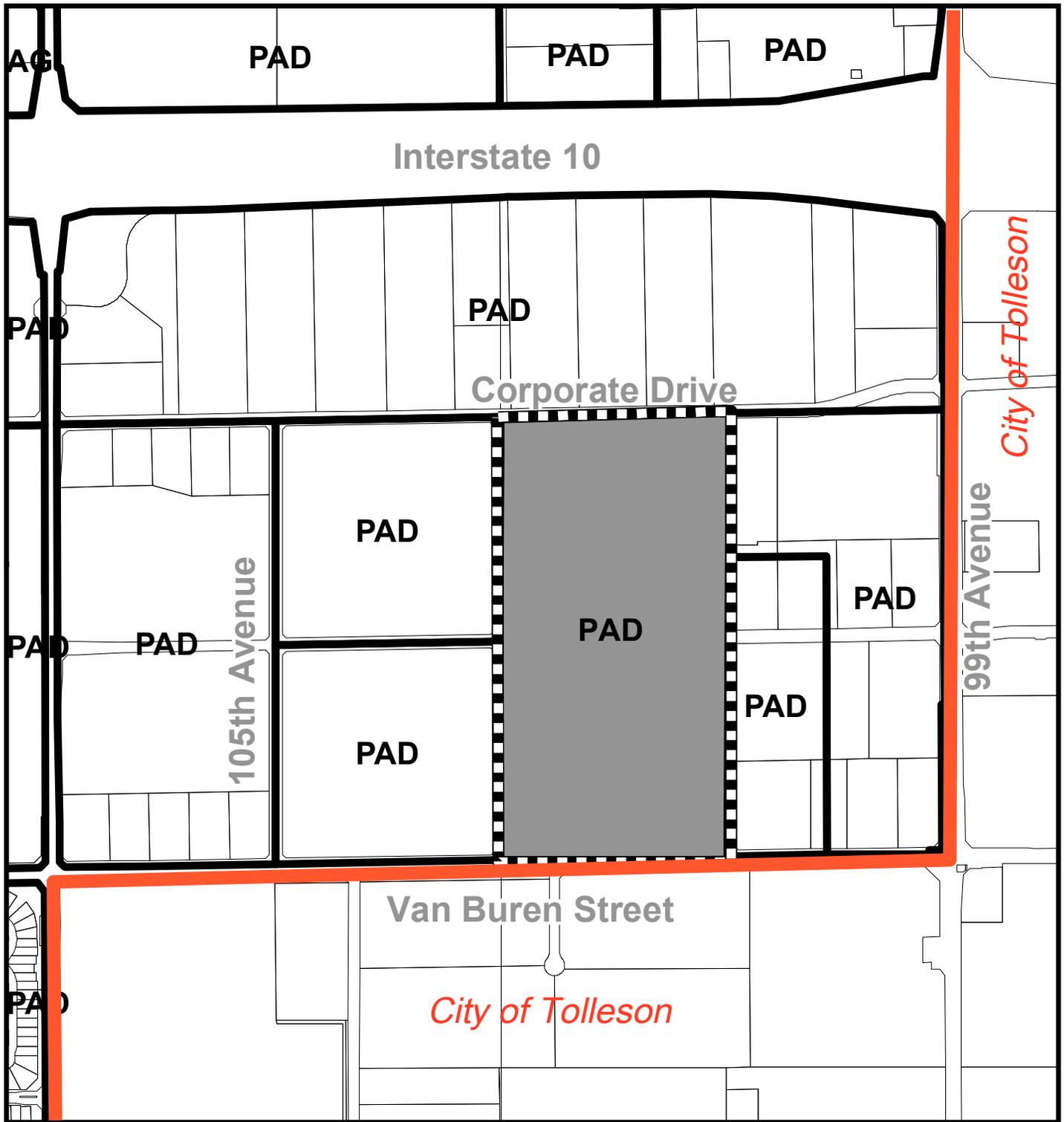
General Plan Land Use Map

- | | |
|----------------------------|---------------------------------|
| Commercial | Medium High Density Residential |
| Employment | Mixed Use |
| Freeway Commercial | Multi Family Residential |
| High Density Residential | Open Space |
| Low Density Residential | Public Facilities |
| Medium Density Residential | |



Subject Property



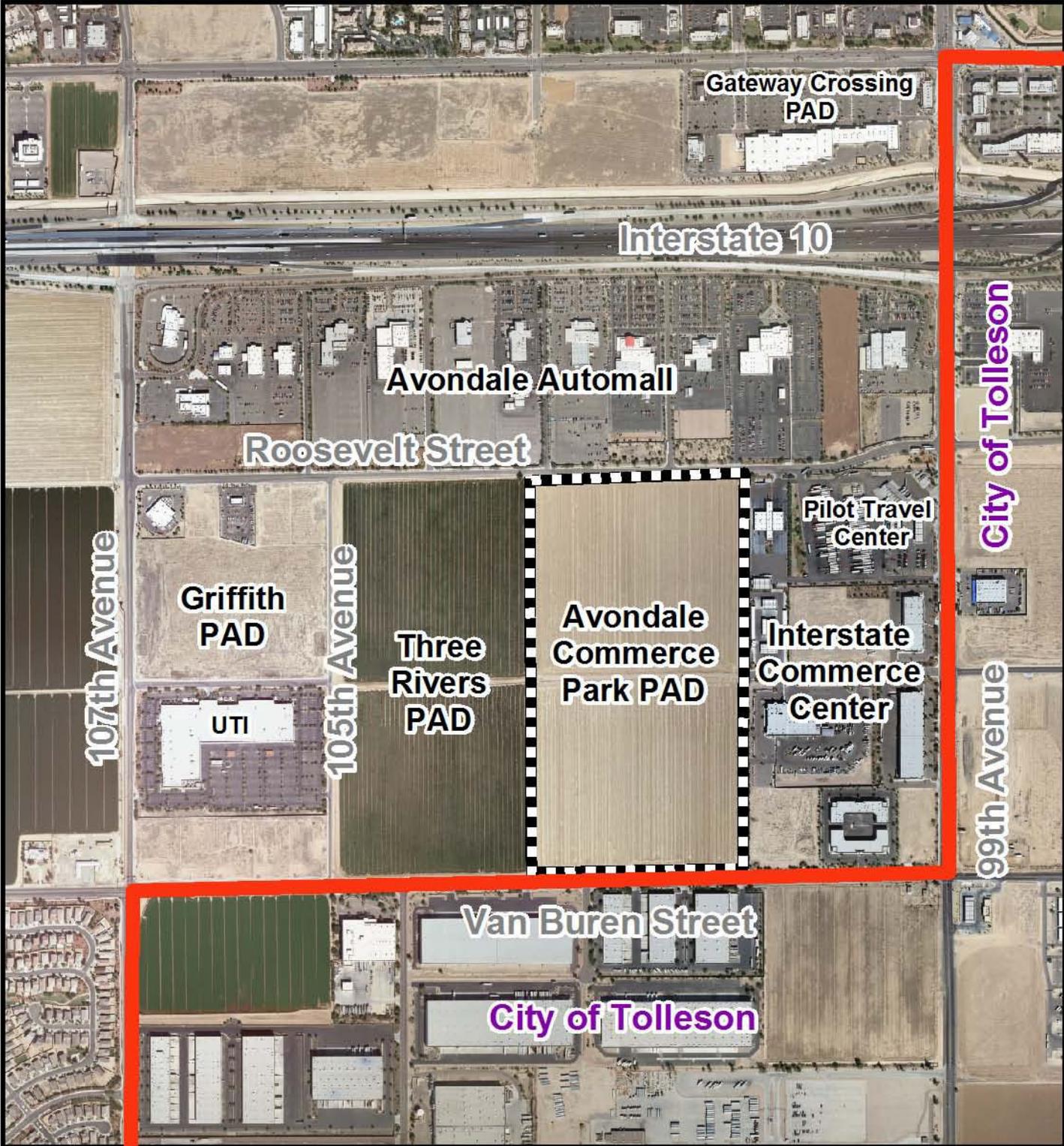


**Zoning Vicinity Map
Avondale Commerce Park PAD Extension
PL-11-0034**



Subject Property





Aerial Photograph 2010
Avondale Commerce Park PAD Extension
PL-11-0034



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION PL-11-0034 AVONDALE COMMERCE PARK PAD EXTENSION*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 80 acres
LOCATION	NEC 103 rd Avenue & Van Buren Street
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat
EXISTING LAND USE	Vacant & farming
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 3/17/1986, Rezoned to PAD 3/17/2008
DEVELOPMENT AGREEMENT	No.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Planned Area Development (PAD) – Avondale Automall
EAST	Planned Area Development (PAD) – Interstate Commerce Center
SOUTH	City of Tolleson – warehouse/distribution
WEST	Planned Area Development (PAD) – Three Rivers PAD
<i>GENERAL PLAN</i>	
The subject property is designated as Employment on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Tolleson Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Tolleson Elementary School
HIGH SCHOOL	Tolleson Union High School

<i>STREETS</i>	
Roosevelt Street	
Classification	Major Collector
Existing half street ROW	0 feet
Standard half street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lanes, ½ median/turning lane, bike lane, curb and gutter, detached sidewalk, street lights

<i>STREETS</i>	
Van Buren Street	
Classification	Arterial
Existing half street ROW	38 feet
Standard half street ROW	65 feet
Existing half street improvements	1 vehicular lanes, ½ median
Standard half street improvements	3 vehicular lanes, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
101st Avenue	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1 vehicular lane, ½ median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
103rd Avenue	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1 vehicular lane, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
Pierce Street	
Classification	Minor Collector
Existing full street ROW	None
Standard full street ROW	80 feet
Existing full street improvements	None
Standard full street improvements	2 vehicular lanes, median/turn lane, bike lanes, curb and gutter, detached sidewalks, and street lights

UTILITIES

There is an existing 12" water line in Roosevelt Street and 101st Avenue transiting across the frontages of the property.

There are existing 10" sewer line in Roosevelt Street, an existing 12" in 101st Avenue, and a 15" in Van Buren Street transitioning across the frontages of the property.

ORDINANCE NO. 1294-308

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES LOCATED AT THE NORTHEAST CORNER OF 103RD AVENUE AND VAN BUREN STREET AS SHOWN IN FILENAME Z-07-7, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 21, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on March 17, 2008.

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

SECTION 1. That ± 80 acres of real property, generally located at the northeast corner of 103rd Avenue and Van Buren Street, as shown in filename Z-07-7 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative Planning Division date stamped February 8, 2008.
2. Right-of-way shall be dedicated to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:
 - A. Van Buren Street - 65 feet half-street width
 - B. Roosevelt Street - 50 feet half-street width
 - C. 101st Avenue - 40 feet half-street width
 - D. 103rd Avenue - 40 feet half-street width transitioning into 80 feet full-street width as determined by the ultimate street alignment
 - E. Pierce Street - 80 feet full-street width

Additional requirements for improvements, traffic signals and rights-of-way for deceleration lanes, turn lanes, transit stops, may be required during the site plan process depending upon the findings of the required traffic studies.

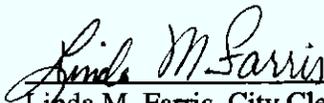
3. A contribution of 25% of the cost of a traffic signal at 103rd Avenue and Van Buren Street shall be required with approval of the Master Site Plan for the first phase. Additional traffic signals may be required depending upon the findings of traffic studies and analysis, as determined by the City Engineer.
4. A 16" waterline is planned to be constructed on Van Buren Street by the City as part of a capital improvement project. This development will be required to pay for the portion of the 16" waterline along its frontage with the first phase of development and prior to issuance of any permits related thereto.
5. As soon as possible following approval of this Ordinance by the City Council, the property owner shall dedicate a waterline easement along the entire frontage of Van Buren Street as required for installation of a 16" waterline, water quality station and meters. Said easement shall be located over the entire area of Van Buren Street the right-of-way set forth above.
6. All groundwater rights shall be dedicated to the City of Avondale in conformance with Arizona Statutes prior to issuance of the first Certificate of Occupancy.
7. Master Site Plans shall be a minimum of 10 acres. A minimum of twenty-five (25%) percent of each Master Site Plan shall be developed in the first phase.
8. Development shall conform to the Design Manuals as adopted by the City and maintained by the Development Services Department.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 17, 2008.


Marie Rogers Lopez, Mayor

ATTEST:


Linda M. Farris, City Clerk

APPROVED:


Andrew J. McGuire, City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 1294-308**

[Map and Legal Description]

See following pages.

Exhibit A

All that portion of the Northeast quarter of the Northwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 1, marked by a ½ inch rebar and cap RLS 34404;

thence along the North line of the Northwest quarter of the Northwest quarter, South 87 degrees 55 minutes 47 seconds East, a distance of 1309.61 feet to a brass cap in hand hole marking the Northwest corner of the Northeast quarter of the Northwest quarter;

thence leaving said North line, South 00 degrees 14 minutes 07 seconds West, a distance of 65.00 feet to a point on the Southerly right-of-way line of McDowell Road as conveyed in Book 2328 of Deed, page 135, said point being the TRUE POINT OF BEGINNING;

thence along the South right-of-way line of McDowell Road, South 88 degrees 58 minutes 51 seconds East, a distance of 697.99 feet;

thence leaving said right-of-way, South 02 degrees 50 minutes 49 seconds West, a distance of 931.23 feet;

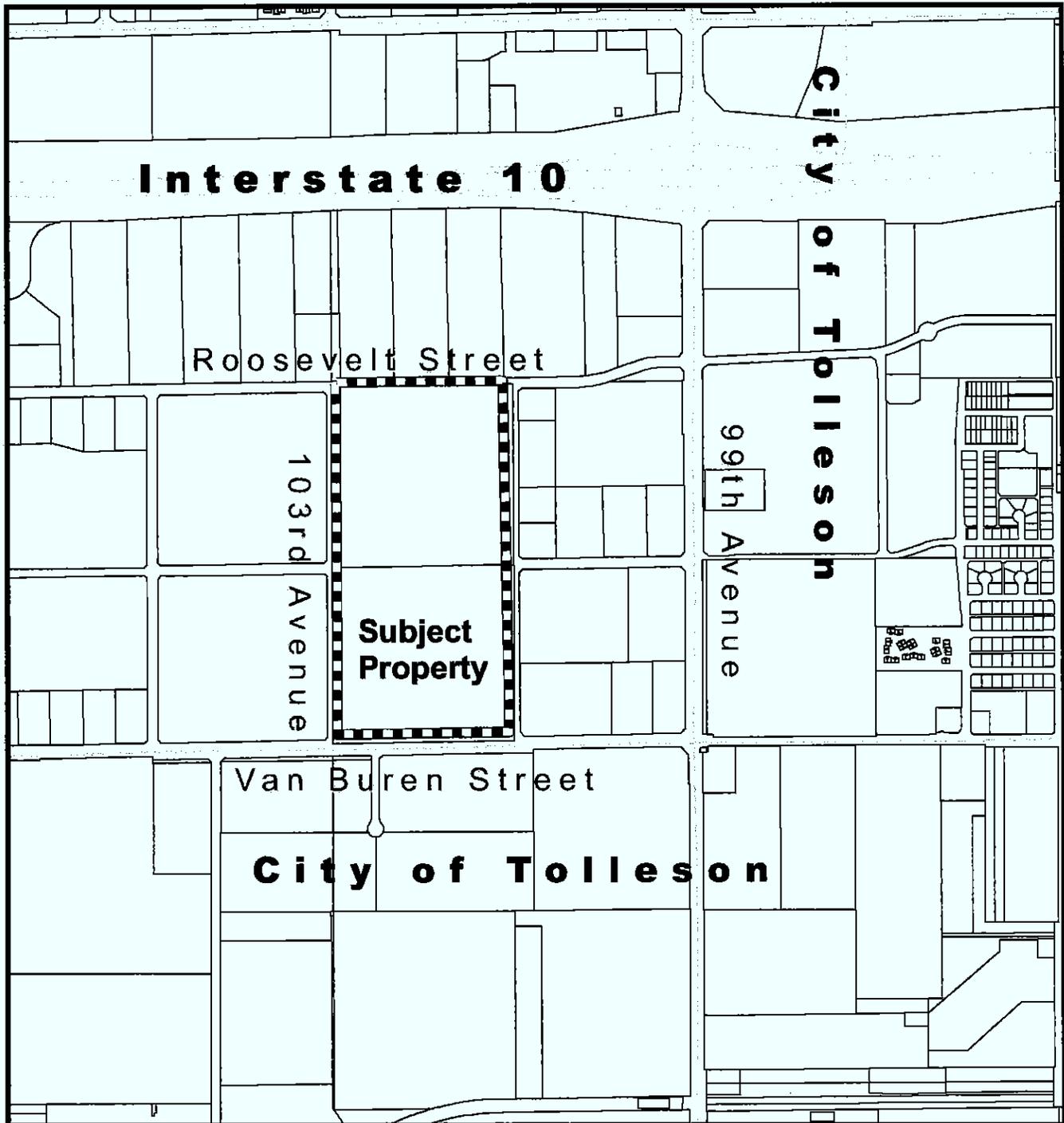
thence South 65 degrees 24 minutes 06 seconds West, a distance of 121.63 feet;

thence South 45 degrees 59 minutes 06 seconds West, a distance of 22.80 feet;

thence South 20 degrees 42 minutes 06 seconds West, a distance of 10.52 feet;

thence South 89 degrees 44 minutes 13 seconds West, a distance of 525.12 feet to a point on the West line of the Northeast quarter of the Northwest quarter;

thence along said West line, North 00 degrees 14 minutes 07 seconds East, a distance of 1021.22 feet to the TRUE POINT OF BEGINNING



Z-07-7
Avondale Commerce Park



Subject Property



A NARRATIVE REPORT FOR

Avondale Commerce Park **General Development Plan and Program**

80-acres

Located at the

Northwest corner of 101st Avenue and Van Buren Street

Developer

George Bell/Dr. Steve Weiss
Land Research & Development Inc/Sovereign
Group of Companies Inc.,
16611 North 91st Street
Suite 105
Scottsdale, Arizona 85260
Phone: (480) 538-5474/(480) 603-1099
Fax: (480) 538 5475/(480) 538-5475

Applicant

Michael J. Curley
Earl, Curley & Lagarde, P.C.
3101 N. Central Avenue
Suite 1000
Phoenix, Arizona 85012
Phone: (602) 265-0094
Fax: (602) 265-2195

Prepared for the
City of Avondale

Prepared by:

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Preparation date:

Revised January 31, 2008

January 9, 2008
October 8, 2007
June 25, 2007
August 18, 2006

CITY COUNCIL

Approved
 Denied

Approved with
Conditions

3-17-2008
Date



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LIST OF EXHIBITS

Exhibit

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General Development Plan Narrative

Introduction

The Planned Area Development (“PAD”) is an approximately 80-acre parcel that proposes a mixture of employment uses to create a commerce park development. The property is a rectangular shaped parcel located at the northwest corner of 101st Avenue and Van Buren Street (see Aerial Map, Exhibit A). The formal request to the City of Avondale is to rezone the site from Agriculture (AG) to PAD. In accordance with Section 6 of the Zoning Ordinance regarding the PAD Districts, this is a General Development Plan and Program (GDPP). The GDPP identifies the general development theme for the site including: allowed uses, development standards, design criteria, street cross sections, landscape theme, screen wall theme, and entry monument signage.

The site enjoys excellent regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway (Loop 101). The site is approximately 900-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. There are two I-10 freeway interchanges within one mile of the site. A full I-10 Freeway interchange is at 99th Avenue, and a half diamond interchange at 107th Avenue. The Loop 101 is approximately one and one-quarter miles east of the site and has a full stack interchange with I-10. The Loop 101 connects I-10 to Interstate-17 by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Loop 101 greatly expands the site’s employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

Consistency with the General Plan

The General Plan land use map identifies the entire site to be developed as Employment for Business Park and Industrial Uses (see General Plan Land Use Map, Exhibit B). The General Plan places great importance on the I-10 Freeway Corridor for employment, industrial and retail uses. The Plan indicates that the corridor along the I-10 Freeway is to be developed with more intense uses. The corridor is intended to allow flexibility by allowing different types of employment uses. Employment uses are defined as general-office; enclosed industrial along with retail and commercial uses that support the employment uses.

The Economic Development Element of the General Plan iterates that residents desire a community that offers employment opportunities. The City targeted a 0.5 jobs-to-population ratio to be achieved during the implementation of the General Plan. The proposed PAD rezoning on the subject property within the I-10 Freeway corridor will ultimately yield approximately 3,500 office, light manufacturing and service related jobs (80 acres x 43,560 sq. ft. x 0.40 lot coverage x 2.50 employees ÷ 1,000 sq. ft. per employee = 3,485). This PAD will help achieve the desired 0.5 jobs-to-population ratio identified in the General Plan, and will provide the intense employment development desired along the I-10 Freeway corridor. The proposed PAD is consistent with the adopted General Plan Land Use Map, and will compliment the adjacent

existing land uses including the Automall, UTI, Coyote Honda, Cummins and Warehouse/Distribution facilities.

Surrounding Land Uses and Zoning

The site fronts along Van Buren Street on the south and Roosevelt Street on the north, between the 103rd Avenue alignment and existing 101st Avenue. The site is located across Van Buren Street from the Tolleson city limits. The site is located in the middle of a rapidly developing employment / commercial area within the Cities of Avondale and Tolleson. The surrounding properties have the following land uses and zoning (see Existing Zoning, Exhibit C):

- North: Developing Automall with 14 dealerships. The Automall has full perimeter improvements. The automall is zoned PAD in Avondale.
- East: Light industrial, commercial and vacant land zoned PAD in Avondale.
- South: Warehousing/distribution employment uses zoned I-1 (Light Industrial) in Tolleson.
- West: The Three Rivers Commerce Park PAD which is currently vacant on the adjacent 80-acre parcel (see Context Plan, Exhibit C).

PAD Plan

The 80-acre PAD Plan includes four Parcels. Parcel A consist of 40-acres. Parcels B, C and D are approximately 40 acres in area. The Parcels can accommodate large to medium single-tenant or multi-tenant buildings (see Conceptual PAD Plan, Exhibit D). The Parcels have street frontage on all sides. All perimeter landscaping, entrances, and screen walls will follow a common design theme to create an integrated project.

The PAD Plan shows major streets and perimeter landscape improvements, but the exact building locations, architecture, parking fields, internal street circulation and other defining details are not shown because the final users of the PAD site are not yet known.

Each Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Each Final Site Plan within an approved Master Site Plan shall be reviewed and approved administratively by staff. The Master Site Plan shall include: right-of-way improvements, proposed driveway locations, internal circulation, general building footprints and parking, building elevations and building materials that establishes the architectural theme, master signage plan, site lighting and architectural lighting plan, preliminary water, sewer and drainage analysis, and a landscape plan for perimeter and internal landscaping areas for the entire phase. Master Site Plan submittal requirements shall be governed by the Site Plan application kept by the City of Avondale in effect at the time of application.

The architectural theme may vary from parcel to parcel. However, design guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility for the entire project.

A Master Site Plan for particular phases or a major amendment to a Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Major Amendment or modifications to the General Development Plan Program shall be in accordance with the Avondale Zoning Ordinance as amended. Minor amendments to a Master Site Plan shall be in accordance with the Avondale Zoning Ordinance as amended. All amendments deemed minor by the City shall be reviewed and approved by staff administratively upon finding that the amendment is in substantial conformance to the approved General Development Plan and Program.

Land Uses

The intent of this PAD zoning district is to accommodate the development of commerce/office park, support retail services for the project and area, warehousing and certain light industrial uses such as manufacturing, assembly and subassembly uses which operate in an enclosed, clean, quiet and safe manner to create a comprehensively planned and attractive development.

The proposed land uses for the PAD are listed below. The uses for the entire development are primarily derived from the permitted CP (Commerce Park) and A-1 (General Industrial) zoning districts with additional uses derived from the C-2 (General Commercial) zoning district permitted within Parcels C and D of the development. For areas outside of Parcel D and Parcel C not abutting Van Buren Street shall use the use list under "***Permitted Uses for the entire project***".

It is not the intent of this PAD to allow all types of C-2 (General Commercial) uses within Parcels C and D of the development. The intent is to address on a limited basis the needs of the surrounding area by providing goods and services generally described as convenience goods and services. The permitted uses within Parcel C and D are intended for smaller scale uses from restaurants, retail commercial, personal services, business services, and professional and administrative offices. Large retail such as big box or grocery stores are excluded.

Permitted Uses for the entire project

- 1) Offices for professional, administrative, clerical, financial, medical, sales or other business services with assembly, distribution of parts, supplies or products related to the office or business service.
- 2) Research Laboratories.

- 3) Medical, dental, scientific, research laboratories, including incidental product development.
- 4) Medical, dental offices, and clinics.
- 5) Pharmacy.
- 6) Commercial, trade, and business schools.
- 7) Restaurants within a multi-tenant building and not greater than 7,500 square feet in size.
- 8) Hotels and Motels with possible restaurant.
- 9) Wholesaling.
- 10) Manufacturing or assembly of finished products with distribution of parts, supplies or products related to the business so long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.
- 11) Residential design center for new home construction and remodeling.
- 12) Plumbing, heating and air-conditioning, and appliance sales and service.
- 13) Retail commercial operations directly related to the primary use, provided it does not exceed 25 percent of the gross floor area of the primary use.
- 14) Incidental commercial custom cabinets, custom materials for homes or offices such as countertops/floors/ceilings/walls, custom windows or doors, custom or specialized electronics for home or office, and custom furniture for home or office.
- 15) Warehousing/distribution.
- 16) Hospital and emergency care center.
- 17) Cellular facilities ancillary to an allowed use screened from view from off-site.

Permitted Uses restricted to Parcels C and D (these uses are limited to Parcel D and Parcel C directly abutting Van Buren Street)

- 1) Bank and Financial Institutions including drive-thrus.
- 2) Gas Service station with Retail Gasoline Sales, Convenience Store, and Carwash.
- 3) Dry Cleaning and Laundry Establishment.

- 4) Employment Agencies excluding day labor centers.
- 5) Copy, Shipping Center.
- 6) General Retail with no single user to exceed 20,000 square feet in building size.
- 7) Restaurants without a drive-thru.
- 8) Dancing, Theatrical or Music Studio.

Uses Permitted Subject to a Conditional Use Permit for the entire project

- 1) Transmitting and Receiving Towers
- 2) Cellular Towers.
- 3) Daycare and nursery schools.
- 4) Comprehensive childcare facility.
- 5) Athletic clubs and health clubs.
- 6) Radio and television studios with receiving and transmitting facilities.
- 7) Churches, Synagogues, Places of Worship.
- 8) Indoor recreation including indoor baseball/batting cage, ice skating arena, bowling alleys, gymnasiums, gymnastic clubs, indoor swimming pools, and similar uses.
- 9) Automobile engine repair, body repair, upholstery, painting facilities and similar uses.
- 10) Mini-storage within enclosed building with no exterior storage.
- 11) Restaurants with drive-thru.

Prohibited Uses

- 1) Any use not specified herein shall be prohibited.

Circulation

The PAD Plan is designed to continue the perimeter and internal collector street system approved for the adjacent commerce park to the west. Existing public street access to the site exists from Van Buren Street, Roosevelt Street and 101st Avenue. Perimeter street improvements for each phase of the project include half-street improvements along Van Buren Street, Roosevelt Street, 101st Avenue, 103rd Avenue and full street improvements along Pierce Street. Where no street improvements presently exist, pavement will be required to be constructed 4' over the centerline. Pierce Street will continue from the commerce park to the west and allows future connection to 101st Avenue. The streets will provide easy local north-south and east-west access to the site and provide excellent access and marketing windows with high visibility to the planned employment users. The right-of-way for streets shall be dedicated through a final plat.

The need for other internal streets will be dependent on the location and layout of end users. Entry drive locations and pedestrian connections will also be identified during the site plan review process.

Landscape Plan

The landscaping will enhance the project and set the tone for a unified development. A Landscape Plan shall be submitted for review and approval in conjunction with each Phase's Final Development Plan.

At least 50% of all frontage landscaped areas shall be covered by living plant material characterized by horizontal growth which generally does not exceed 18 inches in height. The maintenance of the perimeter landscape areas will be the responsibility of the property owners as stated on the final plat.

The parking lot and screen walls for the project will undulate a minimum of three feet every 150 feet of wall length to create variety and depth along street frontages. The design, materials and colors of the screen walls will compliment the project architecture.

Each individual site's landscaping will reinforce the overall landscaping theme of the project. This will be accomplished through full landscaping of front and side yards including retention basins, foundation plantings and following the landscape palette provided in the PAD.

Development Standards

- The development standards from the Commerce Park (CP) Zoning District identified in the Zoning Ordinance shall apply to all Parcels except as modified by this PAD.

Property Development Standards

Parcel	Maximum Building Height *	Maximum Building Coverage	Minimum Front Yard Setback	Minimum Rear Yard Setback	Minimum Street Side Setbacks
A	56'4-Stories	50%	25'	12'	25'
B	56'4-Stories	50%	25'	12'	25'
C	56'4-Stories	50%	25'	12'	25'
D	56'4-Stories	50%	25'	12'	25'

- * Building Height – The Maximum Building Height for retail uses shall not exceed 35-feet or 2-stories. For all other uses, the Maximum Building Height shall not exceed 56-feet or 4-stories subject to meeting four of the following criteria:
 - The project supports the Boulevard streetscape concept and provides street and landscaping improvements which exceed the minimum requirements.
 - The project provides a mix of land uses which may, in addition to office, include retail, hotel, and entertainment uses.
 - The project exhibits extraordinary architectural design quality.
 - The project provides a daycare or preschool facility primarily for employees.
 - The project provides and incorporates public art into the site.
 - The project provides cultural amenities such as libraries, museums, art galleries either on or off-site.
 - The project is “pedestrian-friendly,” providing for ease of pedestrian movement, unique pedestrian environments, or distinctive pedestrian gathering places.
 - The project goes to extraordinary efforts to mitigate the impact of parking on the visual environment by use of structured or underground garages or exceptional landscaping treatment.
 - The project provides unique transit stops within or adjacent to the site.

An additional 2-stories or 28-feet, for a total maximum building height of 6-stories or 84-feet is allowed for all uses with the exception of retail provided the following additional criteria are met:

1. The additional height is needed to further the City’s strategic plan for economic development;
 2. Buildings will exhibit superior design features that are appropriate for a community landmark;
 3. The additional height will not result in incompatible land use relationships; and
 4. The additional height will not adversely affect the future development or ongoing vitality of the City Center Area along Avondale Boulevard.
- Landscaping in the PAD shall comply with the landscaping requirements identified in the Zoning Ordinance except as modified by this PAD. All development in the project shall comply with screening standards identified in the Zoning Ordinance except as modified by this PAD.

- The overall development shall provide enhanced landscaping in quality and quantity. The overall development shall provide shaded pedestrian oriented travelways and refuge areas, and shall provide enhanced development entryway.
- All development shall comply with the parking requirements, schedule and parking space standards identified in the Zoning Ordinance.
- Appropriate street dedications shall be dedicated at the time final plat approvals.
- Driveway entrances to lots along the frontage of Van Buren Street shall be shared with the adjacent lot when possible to limit the number of curb cuts along Van Buren Street. The lots with Van Buren Street frontage shall provide cross-access easements with adjacent lots. Lots throughout the project shall provide shared access with cross-access easements along all streets where feasible. The final locations of driveways and cross-access easements shall be determined in conjunction with Phase approvals.
- Exterior pole mounted lighting shall be consistent throughout the project area and comply with Zoning Ordinance requirements. The typical lighting will be established with the first Final Development Plan and be utilized throughout the project. The lighting shall be fully shielded, directed down, and have a maximum 1-foot candle at the property line.
- In the event where the text of the Zoning Ordinance and the PAD differ, the PAD shall prevail.

Design Criteria

The architectural theme shall be established for each phase through review and approval of the Final Development Plan. Building design, materials and colors approved in the Final Development Plan shall conform to the requirements provided herein by this PAD General Development Plan and by the Zoning Ordinance. The provisions of this section seek to create an attractive, high quality mixture of architectural styles with emphasis on a mixed-use office and commerce park appearance. The design of each building within the overall development will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose.

Architecture

Buildings within the PAD shall be consistent with the following architectural elements.

- For all buildings at least three of these elements shall repeat horizontally. Buildings with facades greater than 100 feet in length shall include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:
 - Color change. Recognizable, but not strongly contrasting.

- Texture change.
 - Material change.
 - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
 - Wall plane projections or recesses.
- Variations in rooflines or parapets shall be used to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.
 - Service and exit doors shall be integrated into the architecture of the elevation. Service and exit doors and mechanical equipment shall be screened from public view through landscaping and/or other materials to form an opaque screen or a decorative screen wall which matches the building architecture and materials and color.
 - Reduction of building mass shall be achieved by using at least four of the following techniques:
 - Variation in the rooflines and form.
 - Use of ground level arcades and covered areas.
 - Use of protected and recessed entries.
 - Use of vertical elements on or in front of expansive blank walls.
 - Use of pronounced wall plane offsets and projections.
 - Use of focal points and vertical accents.
 - Inclusion of windows on elevations facing streets and pedestrian areas.
 - Retaining a clear distinction between roof, body and base of a building.
 - Roof lines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.
 - All buildings shall have clearly defined customer entrances incorporating elements such as:
 - Canopies or porticos.
 - Overhangs.
 - Recesses/projections.
 - Arcades.
 - Raised corniced parapets over the door.
 - Peaked roof forms.
 - Arches.
 - Entrance framed by outdoor pedestrian features or enhanced landscaping.
 - Architectural details such as tile work and moldings integrated into the building structure to frame the entryway.

- Service entries, site-mounted equipment, trash containers and other ancillary structures shall be screened from public view.
- All buildings shall be designed, constructed so that all four sides of a building shall receive consistent architectural treatment.
- Any accessory buildings, enclosures, carports, covered parking structures and equipment, whether attached or detached from the principal building shall be of similar compatible design and materials as the principal building.
- The design of service and loading areas shall be designed as an integral part of the building architecture.
- Any roof access ladders shall be located inside the building.
- All roof drainage shall be internal.

Building Materials

Buildings within the PAD shall be consistent with the following building materials.

- Primary building materials shall include: common clay brick; poured in place, tilt-up or pre-cast concrete provided that surfaces include scoring, texture or have a painted finish; textured concrete or panels; stucco or EIFS (exterior insulated finish systems) type systems provided that finishes must be smooth or sand finish; integrally colored painted or stained concrete block with smooth face and/or split-face block units; or other similar materials.
- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the design such as: additional color and texture, bays, windows, notched parapets, canopies, reveals, building wall undulation, corner windows, additional materials etc.
- Accent materials may include: granite, marble, natural stone, block, brick, ceramic tile, treated wood in conformance with the requirements of Prohibited Materials Section as listed under the Architectural Guidelines, or other similar materials.
- Roofs may be flat with parapet walls, sloped with concrete tile, standing metal seam, spanish or mission-type barrel roof tile, or equivalent architectural materials.

Color Palette

The following color palette is provided for the buildings within the project.

- A detailed color and materials palette will be reviewed and approved with each site plan.
- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:

- Primary building colors shall be desert hues and other “earth tones” muted shades of blues, greens and reds found in the natural desert, and colors appearing in natural stone.
- Accent colors on buildings shall complement the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents on buildings as approved in the site plan review process.

Prohibited Materials and Color Palette

The following materials are prohibited for the buildings within the project.

- Wood, except for limited amounts of trim.
- Corrugated metal and pre-engineered metal-sided buildings.
- Bright colors such as orange, red, blue, green, yellow, purple and similar colors, as a primary color on a building.

Signage

Signage for the PAD should be designed to enhance the identity of the overall development and the individual businesses within. A Master Sign Package shall be submitted for review and approval with the Final Development Plan for each Phase.

- Freestanding Monument Signs:
 - One (1) multi-tenant sign shall be permitted on each street frontage except as follows:
 - A. Two (2) signs shall be permitted on any street frontage with a length of eight hundred (800) feet or more. The minimum distance between signs on the same street shall be three-hundred thirty (330) feet.
 - The maximum height of the sign shall not exceed twelve (12) feet. Two (2) additional feet may be used for architectural embellishments exclusive of signage.
 - The maximum sign area shall be eighty (80) square feet.
 - The name and address of the office complex, business park, shopping center shall be included on the sign.
 - The number of tenants identified on each sign shall be limited to ten (10).
 - The monument signs shall be consistent with the architectural character of the project.

- Other freestanding development/project identification signs which only identify the name of the development/project shall be permitted and will be requested through the Master Sign Package approval. The maximum height of such signs will be six feet and maximum area of 24 square feet.
- Building Signage:
 - Signage shall be systematically located and styled to support the architectural design of the each site.
 - Single-tenant building signage:
 - One square foot of signage for each linear foot of street frontage up to a maximum 60 square feet of signage on each street frontage not to exceed an aggregate of 150 square feet of building signage shall be allowed.
 - Sign placement shall occur below the edge of the roof.
 - Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.
 - Multi-tenant building signage:
 - One square foot of signage for each linear foot of the suites street frontage with a maximum of 32 square feet of signage per suite shall be allowed.
 - Sign placement shall occur below the edge of the roof.
 - Signs will be mounted above each respective suite, placed consistently along the building face, and located to conform to the requirements of the Master Signage Program.
 - Lettering shall be either reverse pan channel letters or mounted on individual signage cabinets conforming to the requirements of the Master Signage Program.

Grading and Drainage

The PAD site slopes from northeast to southwest. On-site retention basins will be designed and constructed as part of the development of each user as approved during the site plan review process. Any catch basins, scuppers, and permanent/temporary basins need to take run off for perimeter ½ street are to be constructed at the same time as the perimeter roads.

Public Utilities and Services

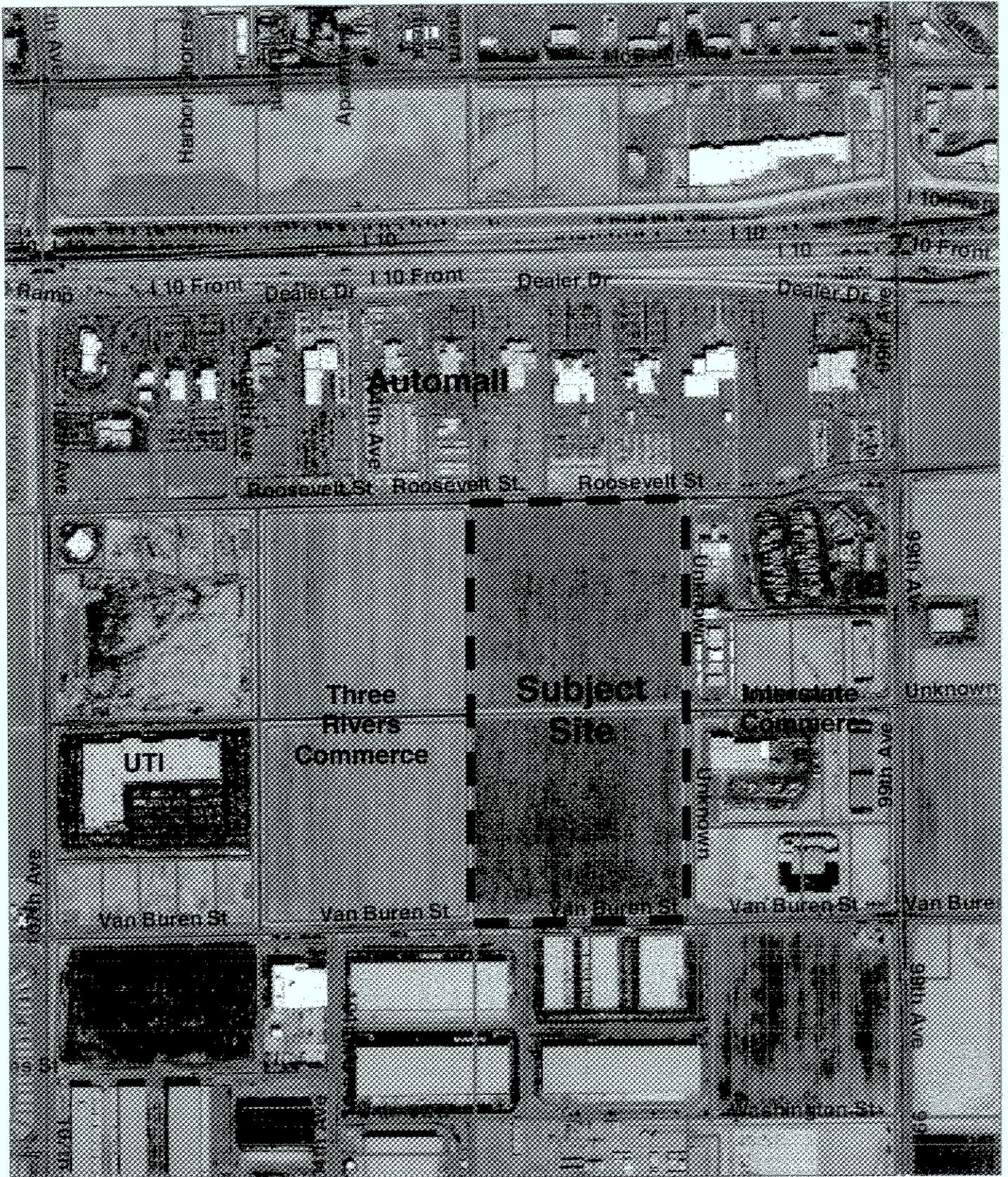
The following identifies the providers of utilities and public services:

Sewer	City of Avondale
Water.....	City of Avondale
Electricity.....	Salt River Project (SRP)
Telephone.....	Local Provider
Cable TV.....	Local Provider
Gas	Local Provider
Refuse	City of Avondale or Private
Fire and Emergency	City of Avondale
Police	City of Avondale

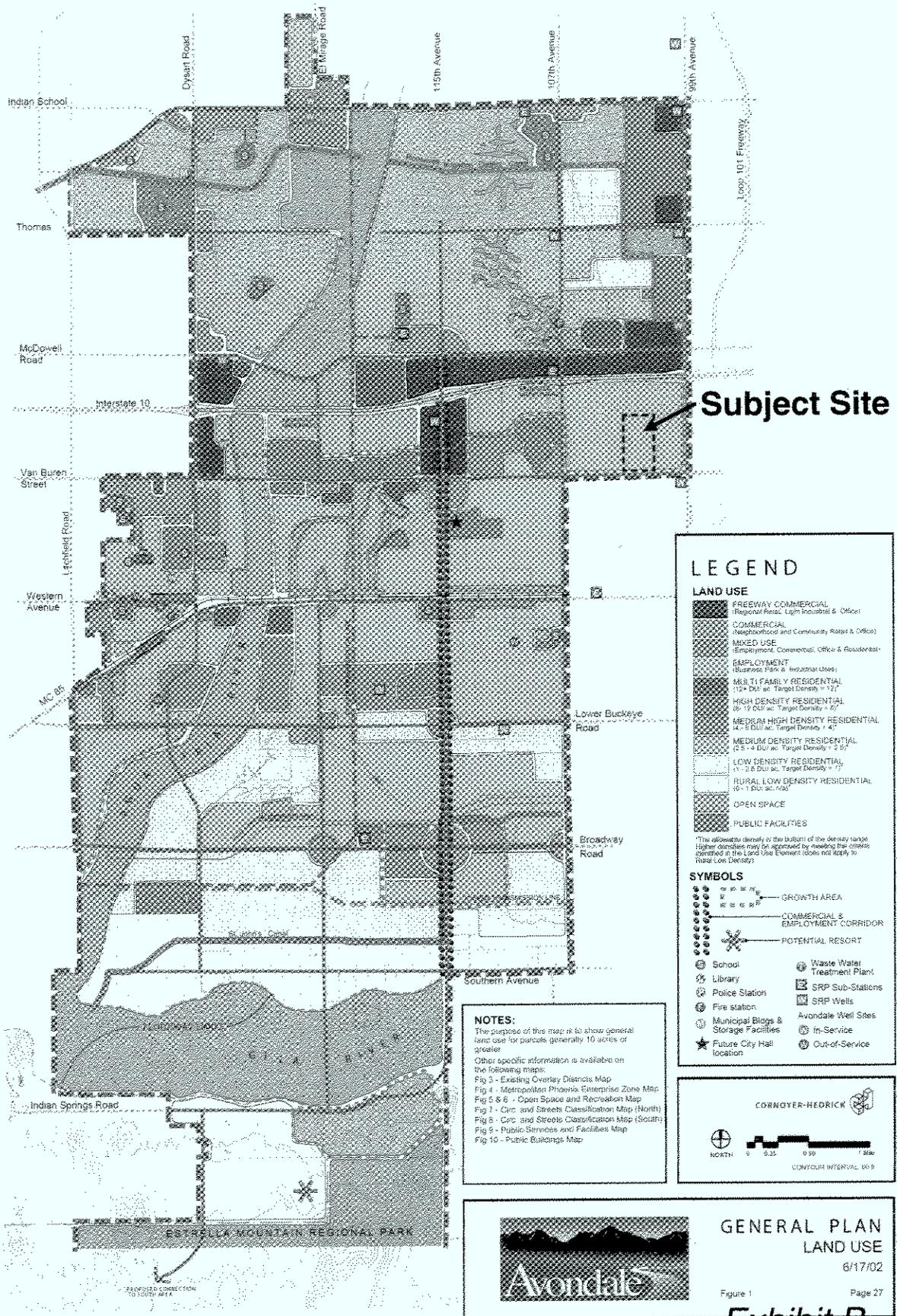
Phasing

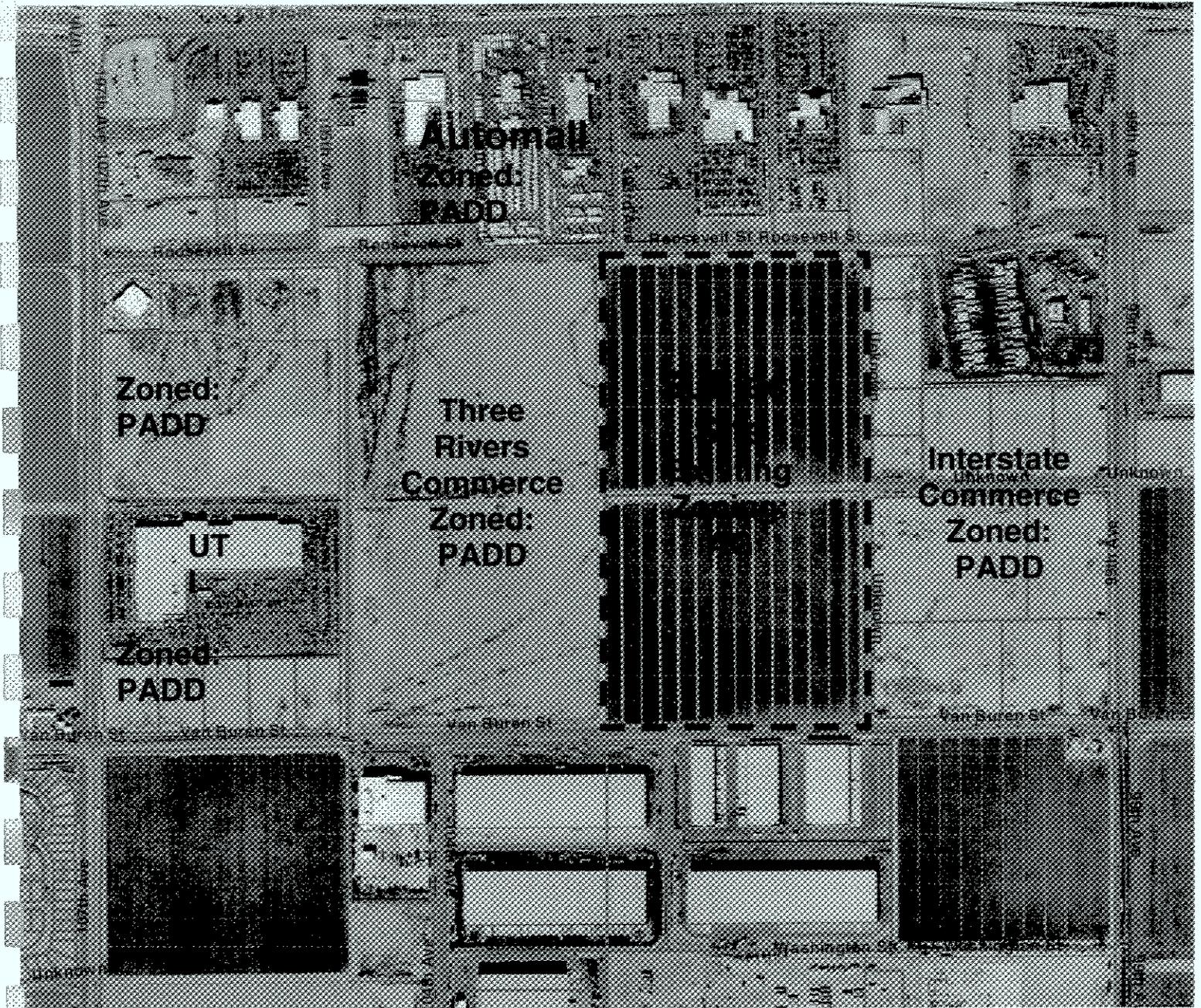
The PAD will be developed in phases as determined by market demand. Adjacent perimeter streets including streets and landscaping will be determined at the time of Master Site Plan. Approval of a Master Site Plan for each phase shall be required prior to Final Site plan approval. Staff shall approve Final Site Plans administratively provided that they conform to the approved PAD and approved Master Site Plan. Water and Sewer improvements shall be determined at the time of site plan approval.

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Aerial Photo
NWC 101st Avenue and Van Buren Street



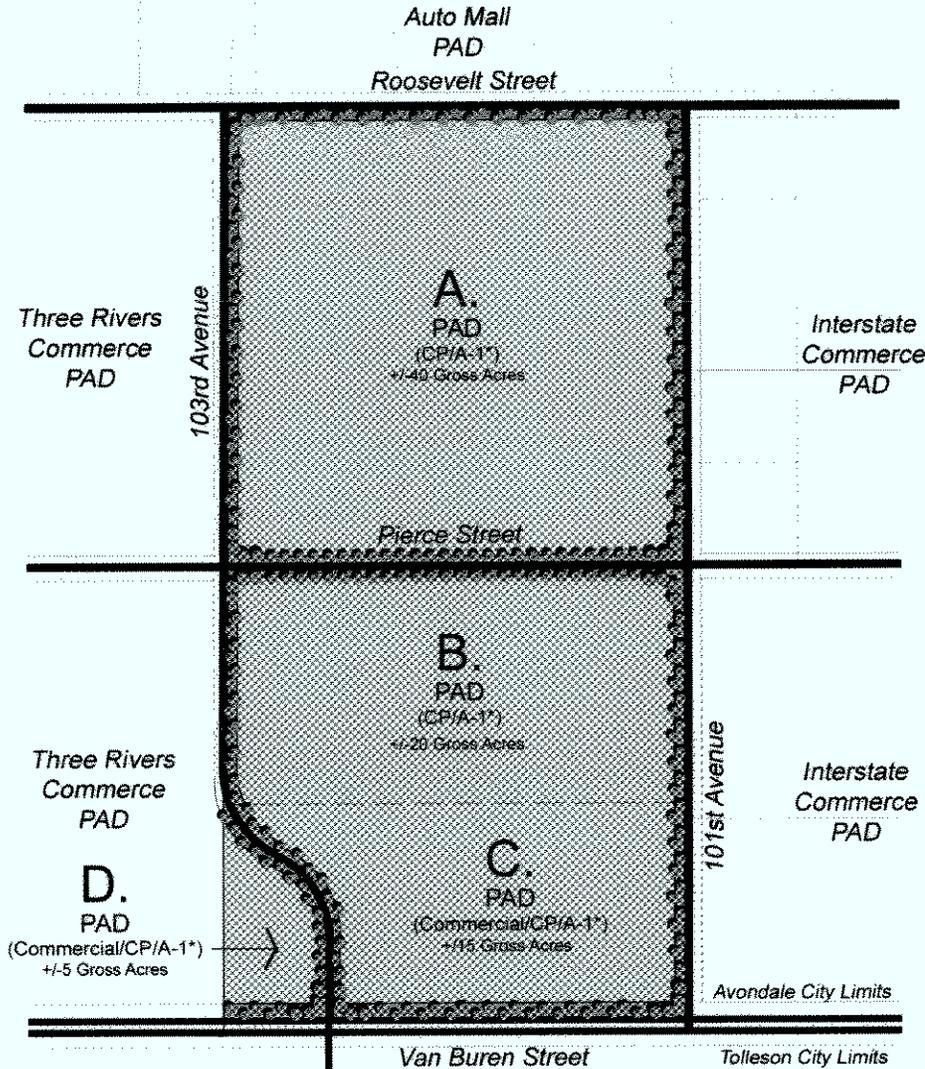


Existing Zoning
 NWC 101st Avenue and Van Buren Street

Proposed PAD for:

Avondale Commerce Park

Avondale, Arizona



Conceptual Plan Data:

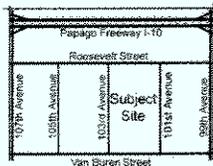
Parcel:	Land Use District:	Parcel Size:
A.	(CP/A-1*)	40 Gross Acres
B.	(CP/A-1*)	20 Gross Acres
C.	(C-2/CP/A-1*)	15 Gross Acres
D.	(C-2/CP/A-1*)	5 Gross Acres
Total:		80 Gross Acres

Owner:
16150 Pierce & Van Buren, L.L.C.
101st Avenue & Roosevelt, L.L.C.
5601 N. 51st Street, Suite 100
Scottsdale, AZ 85250
Phone: 480-492-3192

Applicant/Design Representative:
Earl Curley & Legarde, P.C.
2101 N. Central Avenue, Suite 1000
Phoenix, AZ 85002
Phone: 602-265-0094

Prepared By:
Duffing Shanks Swain, Inc.
P.O. Box 24951
Tempe, AZ 85285
Phone: 480-927-9306

Vicinity Map:



- Notes:**
- 1.* See Land Use Section of this Document for Specific Land Uses.
 2. All Calculations are Approximate.
 3. Gross Acres includes Existing Van Buren St. 33' R.O.W.
 4. 103rd Avenue Alignment shown is Conceptual and Subject to Modification/Relocation.
 5. Permitted uses for Parcel C are limited to buildings that are directly adjacent to Van Buren Street.
 6. For Areas outside of Parcel D and Parcel C not abutting Van Buren Street shall use the Use List under "Permitted Uses for the Entire Project".

Not to Scale
Date: February 7, 2008



EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Telephone (602) 265-0094
Fax (602) 265-2195
www.ecllaw.com

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

March 21, 2011

Mayor Marie Lopez Rogers
and Members of the City Council
City of Avondale
11465 Civic Center Drive
Avondale, AZ 85323



RE: Avondale Commerce Park (Case Z-07-7)
NEC of 103rd Avenue & Van Buren St.
PAD Extension

Dear Mayor Lopez Rogers and Members of the City Council:

Our law firm represents the owners the 80-acre parcel located on NEC of 103rd Avenue & Van Buren Street (see aerial). We are writing this letter on behalf of our client to request a time extension for the approved PAD zoning for this parcel.

Background

The approved PAD is consistent with the City's General Plan and the Freeway Corridor Specific Plan. The permitted uses within the PAD allows for a mixture of commerce and office park users as well as support retail services all of which must be developed in a comprehensively planned and attractive development.

I was involved in the original rezoning case and can therefore state that we negotiated, drafted and redrafted our PAD after months and months of discussions with Staff so that the PAD document specifically incorporated scores of suggestions and recommendations made by Staff. All of these suggestions were added to ensure that the PAD was consistent with the City's vision for properties that lie within the Freeway Corridor.

Reason for Request

Like all property owners in the Valley, my clients have been severely impacted by the economic recession that took place over the past couple of years. From 2008 – 2010, industrial activity and development was almost at a standstill. The good news is that after two years of inactivity, there is now considerable activity from specific users who are looking to locate along the Valley's freeway corridor system. An extension of one year is essential for this property to have the opportunity to be developed in the manner originally envisioned when the PAD was approved.

Marketing Efforts

My client hired Jones Lang LaSalle (JLL) to market the property over the past year and a half. JLL is a public, global commercial real estate service company with over 45,000 employees worldwide. The Phoenix office has 350 employees and manages over 13MM SF.

JLL spent over \$50,000 in producing marketing materials and has conducted extensive promotional activities associated with this property. Attached you will find the marketing deliverables which have been produced by JLL. This information relates to such site-specific characteristics as zoning, utilities, transportation, demographic, labor and other related information. This information has been posted on various websites including Costar, Loopnet, GPEC and JLL.

JLL has attended multiple conventions and meetings in which the property was promoted and advertised. Some of the specific conventions and meetings are as follows:

- 1) **Convention in Philadelphia and San Diego** – last fall – 5,000 attendees – Council Supply Chain Management Professional (CSCMP);
- 2) **Meeting last fall in San Diego** – Jones Lang LaSalle Supply Chain North America – 60 attendees;
- 3) **Meeting last month in Scottsdale** – Jones Lang LaSalle North American – 1,300 attendees;
- 4) **Meeting last summer in Chicago** – Jones Lang LaSalle National Capital Markets – 350 attendees;
- 5) **National Association of Industrial Office Parks (NAIOP) quarterly meetings** – last quarter meeting – 250 attendees; and,
- 6) **Quarterly SIOR Chapter meetings** – throughout the year – 60 attendees.

In addition to the above-referenced conventions and meetings, JLL has promoted the subject site on a sustained basis vis-a-vis personal meetings, Internet marketing and telephonic canvassing to industry stakeholders. Some of the specific stakeholders who've been contacted are as follows:

- 1) Local, Regional, State Economic Development Professionals (+/- 200 contacts);
- 2) Local 3rd party commercial/industrial brokers (550 contacts);
- 3) National 3rd party commercial/industrial brokers (+1500 contacts);
- 4) Site Selection professionals (+/-100 contacts);
- 5) Architects, Consultants, Lenders (250 contacts);
- 6) Local/National General Contractors (200 contacts);
- 7) Local/National Industrial Developers & Investors (1200 contacts)
- 8) National/Global Corporate Employers (+50,000 contacts)
- 9) Jones Lang LaSalle professionals (+/-45,000 contacts)
- 10) CSCMP Professionals (9,000 contacts)
- 11) SIOR Professionals (2,250 contacts)
- 12) Third Party Logistics Users (1,500 contacts)
- 13) Local Employers (5,000 contacts)
- 14) Local Food & Beverage Operators (250 contacts)
- 15) Commercial Real estate Public Relations & Media (25 contacts)

Tony Lydon of JLL will be in attendance at the City Council meeting and will be available to speak relative to the marketing efforts expended over the past year and a half.

The Rockefeller Group

Over the past year and a half, my clients (who have extensive real estate background dating back for over two decades) have been negotiating with The Rockefeller Group which is one of the nation's most well-respected development groups. While The Rockefeller Group has significant holdings in the East Valley, they have none on the west side of Phoenix. The intent of both parties is to form a joint venture in order to expand the property's exposure on a national level. If such a joint venture is formed the result will be that a major developer, who is able to finance and develop a build-to-suit, will be a part of the City of Avondale. The Rockefeller Group has said very expressly that without the zoning that they have no interest in the property. A representative of The Rockefeller Group will be present at the City Council meeting. (Attached is a marketing brochure giving some background on The Rockefeller Group.)

Recent Developments

Right now the property is being considered by two different groups. These two groups have narrowed down their search list to this property and a short list of other potential candidates. The details regarding both groups are deliberately kept secretive, but what we do know is that one of the groups is an Internet company that is looking to purchase and develop all 80 acres while the other is a 40-acre user which specializes in food production. It is important to note that

March 21, 2011

Page 4

while neither group has committed to this site, they have narrowed their list to this and approximately a dozen other sites from an original list of 70+ sites.

Conclusion

The PAD zoning is consistent with the City's vision for employment-related uses along the freeway corridor. My client and JLL have spent significant efforts to attract users and development to the site which will hopefully produce employment opportunities for the City and its residents. For this to happen, the above-referenced extension needs to be approved.

We look forward to meeting with you. If you have any questions or comments, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Curley", is written over the typed name. The signature is highly stylized and somewhat illegible due to the cursive and overlapping lines.

MJC:rrd

Enclosures: As Stated



**JONES LANG
LASALLE**

Real value in a changing world

Avondale Business Park-Build to Suit

101st Avenue & Van Buren
Avondale, Arizona

±80 Acres Divisible



Property highlights

- APN'S: 102-54-001D and 102-54-001E
- Utilities:
 - Water: City of Avondale
 - Sewer: City of Avondale
 - Gas: SW Gas
 - Electricity: SRP in Van Buren & Roosevelt
- Pad Zoning: City of Avondale
- Permitted Uses:
 - Industrial Warehouse/Flex/Manufacturing
 - Office/Business Park/Retail/Hospitality/Gas Station/Car Wash

For additional information:

Anthony J. Lydon, SIOR, CSCMP

Managing Director

+1 602 840 9376

Aj.lydon@am.jll.com

Marc Hertzberg, SIOR

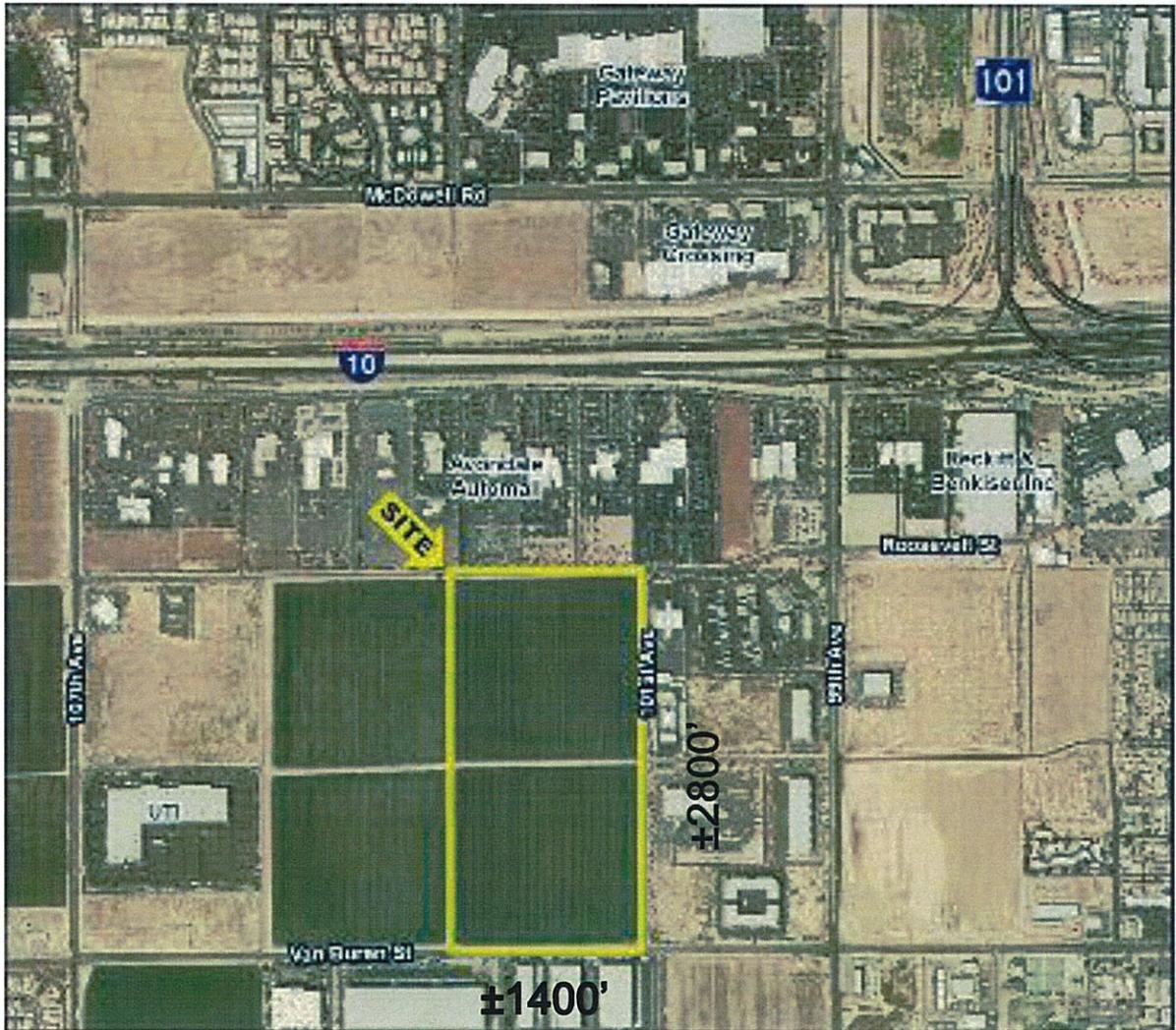
Managing Director

+1 602 648 9219

Marc.hertzberg@am.jll.com

Avondale Business Park-Build to Suit

101ST Avenue & Van Buren
Avondale, Arizona



Demographics/Total Population

7 Mile	10 Mile	15 Mile
253,228	511,746	1,277,821

Anthony J. Lydon, SIOR, CSCMP

Managing Director
+1 602 840 9376
Aj.lydon@am.jll.com

Marc Hertzberg, SIOR

Managing Director
+1 602 648 9219
Marc.hertzberg@am.jll.com

101

COVETES AREA INVESTIGATE DEVELOPMENT

CARDINALS STADIUM

GLENDALE MUNICIPAL AIRPORT

GARDEN LAKES

CRYSTAL GARDENS

BANNER ESTRELLA HOSPITAL

SHEELY FARMS

THOMAS ROAD

GATEWAY PAVILIONS

GATEWAY CROSSING

MCDOWELL ROAD

10

ANTON-DALE AUTO-PLEX

ROOSEVELT

UNIVERSAL TECHNICAL INSTITUTE

PLANNED MARICOPA COUNTY COURT COMPLEX

103RD AVENUE

80 ACRES

(will consider subdividing)

99TH AVENUE

101ST AVENUE

VAN BUREN

WAL-MART





Existing Freeways
 Proposed or Under Construction

SITE

SUN CITY WEST

SUN CITY

PEORIA

GLENDALE

PHOENIX

TEMPE

SCOTTSDALE

PARADISE VALLEY

FOUNTAIN HILLS

MESA

GILBERT

CHANDLER

TOLLESON

AVONDALE

GOODYEAR

85

Papago Fwy.

99TH AVE.

LITCHFIELD PARK

Luke AFB

Sky Harbor Int'l Airport

Phoenix

60

202

87

101

51

17

10

143

88

HAPPY VALLEY RD.

Agua Fria Fwy.

BELL RD.

GREENWAY RD.

CACTUS RD.

PEORIA AVE.

Grand Ave.

83RD AVE.

BUCKEYE RD.

BROADWAY RD.

Pinnacle Peak Rd.

Pima Fwy.

SCOTTSDALE RD.

SHEA BLVD.

LINCOLN DR.

MCDONALD DR.

44TH ST.

CAMELBACK RD.

INDIAN SCHOOL RD.

MILL AVE.

BASELINE RD.

48TH ST.

32ND ST.

24TH ST.

Happy Valley Rd.

Agua Fria Fwy.

Bell Rd.

Greenway Rd.

Cactus Rd.

Peoria Ave.

Grand Ave.

83rd Ave.

Buckeye Rd.

Broadway Rd.

Pinnacle Peak Rd.

Pima Fwy.

Scottsdale Rd.

Shea Blvd.

Lincoln Dr.

McDonald Dr.

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Indian School Rd.

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Pinnacle Peak Rd.

Pima Fwy.

Scottsdale Rd.

Shea Blvd.

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McDonald Dr.

44th St.

Camelback Rd.

Indian School Rd.

Mill Ave.

Baseline Rd.

48th St.

32nd St.

24th St.

Happy Valley Rd.

Agua Fria Fwy.

Bell Rd.

Greenway Rd.

Cactus Rd.

Peoria Ave.

Grand Ave.

83rd Ave.

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Broadway Rd.

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SKY HARBOR
INTERNATIONAL AIRPORT

DOWNTOWN
PHOENIX

I-17
FREEMWAY

91ST AVENUE

99TH AVENUE

101ST AVENUE

VAN BUREN

WAL-MART

SUBJECT

103RD AVENUE



SHEELY
FARMS



AVONDALE AUTO-FLEX
ROOSEVELT

DANNY'S
TRUCK WASH

AGood
COMMERCIAL REAL ESTATE
FL11407-939 01-14-08



NORTHERN AVE.

Glendale Avenue

Glendale Municipal Airport

Agua Fria River

107th Avenue

99th Avenue

75th Avenue

83rd Avenue

91st Avenue

101

Villa de Paz Golf Course

Thomas Road

Sheeley Farms

Gateway Pavilions

Desert Sky Mall

Blockbuster
Desert Sky Pavilion

10

McDowell Road

Van Buren Street

Buckeye Road

Avondale

Lower Buckeye Road

Broadway Road

Lake Luke Air Force Base

Litchfield Road

Falcon Golf Club

Sarival Avenue

303

Cotton Lane

Litchfield Park

The Wigwam Resort and Golf Courses

Estrella Mountain Community College

Eagles Nest Country Club

Estrella Falls Mall

Palm Valley Golf Course II

Palm Valley Golf Course I

Palm Valley Pavilions

Goodyear

85

Phoenix Goodyear Airport

Estrella Vista

Sarival Village

Canyon Trails

El Cidro Ranch

Canyon Trails





COYOTES ARENA / WESTGATE DEVELOPMENT
CARDINALS STADIUM

101

THOMAS ROAD

BANNER ESTRELLA
HOSPITAL

SHEELY FARMS

GATEWAY PAVILIONS

GATEWAY CROSSING

MCDOWELL ROAD

10

AVONDALE AUTO-PLEX

99TH AVENUE

DANNY'S
TRUCK WASH

ROOSEVELT

SUBJECT
(will consider subdividing)

103RD AVENUE

101ST AVENUE

N

Planned
Maricopa County
Court Complex

VAN BUREN

WAL-MART

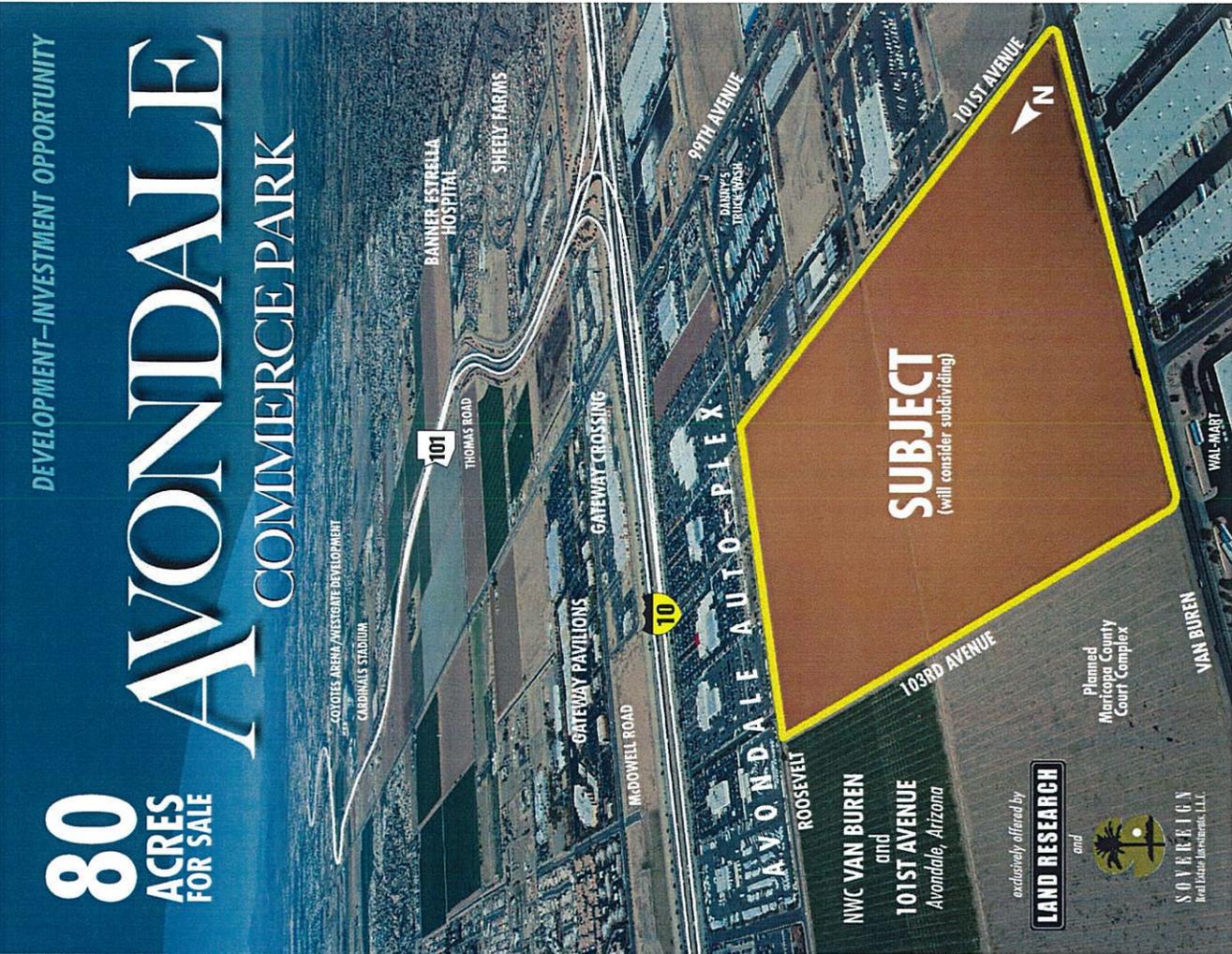
DEVELOPMENT—INVESTMENT OPPORTUNITY

80 ACRES FOR SALE

AVONDALE COMMERCE PARK

DR. STEVE WEISS
Designated Broker
(480) 603-1099 phone
(480) 538-5475 fax
(602) 684-8145 cell
sweiss5@cox.net

GEORGE H. BELL
President/Broker
(480) 538-5474 phone
(480) 538-5475 fax
(602) 525-2469 cell
gbell@landrid.com



No warranty or representation is made as to the accuracy of the foregoing information. Terms of sale or lease and availability are subject to change or withdrawal without notice.

SUBJECT
(will consider subdividing)

NWC VAN BUREN
and
101ST AVENUE
Avondale, Arizona

exclusively offered by
LAND RESEARCH
and
SOVEREIGN
Real Estate Investments, LLC.

Planned
Maricopa County
Court Complex



VAN BUREN

WAL-MART

103RD AVENUE

101ST AVENUE

99TH AVENUE

ROOSEVELT

AVONDALE AUTO-PLEX

MOOSEVELT

103RD AVENUE

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COLTAS ARENA/VESTGATE DEVELOPMENT
CARDINALS STADIUM

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THOMAS ROAD

BANNER ESTRELLA
HOSPITAL

SHEELY FARMS

GATEWAY PAVILIONS

GATEWAY CROSSING

103RD AVENUE

101ST AVENUE

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DAUNY'S
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ROOSEVELT

VAN BUREN

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MOOSEVELT

AVONDALE COMMERCE PARK

DEVELOPMENT-INVESTMENT OPPORTUNITY

Location:

Bordered by Van Buren & Roosevelt
101st and 103rd Avenues
Avondale, Arizona

Size:

±80 Acres

Zoning:

Employment-4 to 6 stories
Incentives to 6 stories

Uses:

- | | |
|-------------------|-------------------|
| EMPLOYMENT | COMMERCIAL |
| ■ Flex Warehouse | ■ Retail |
| ■ Offices | ■ Gas Station |
| ■ Hotel | ■ Car Wash |
| ■ Research | |
| ■ Medical-Dental | |
| ■ Manufacturing | |

for information, please contact

LAND RESEARCH

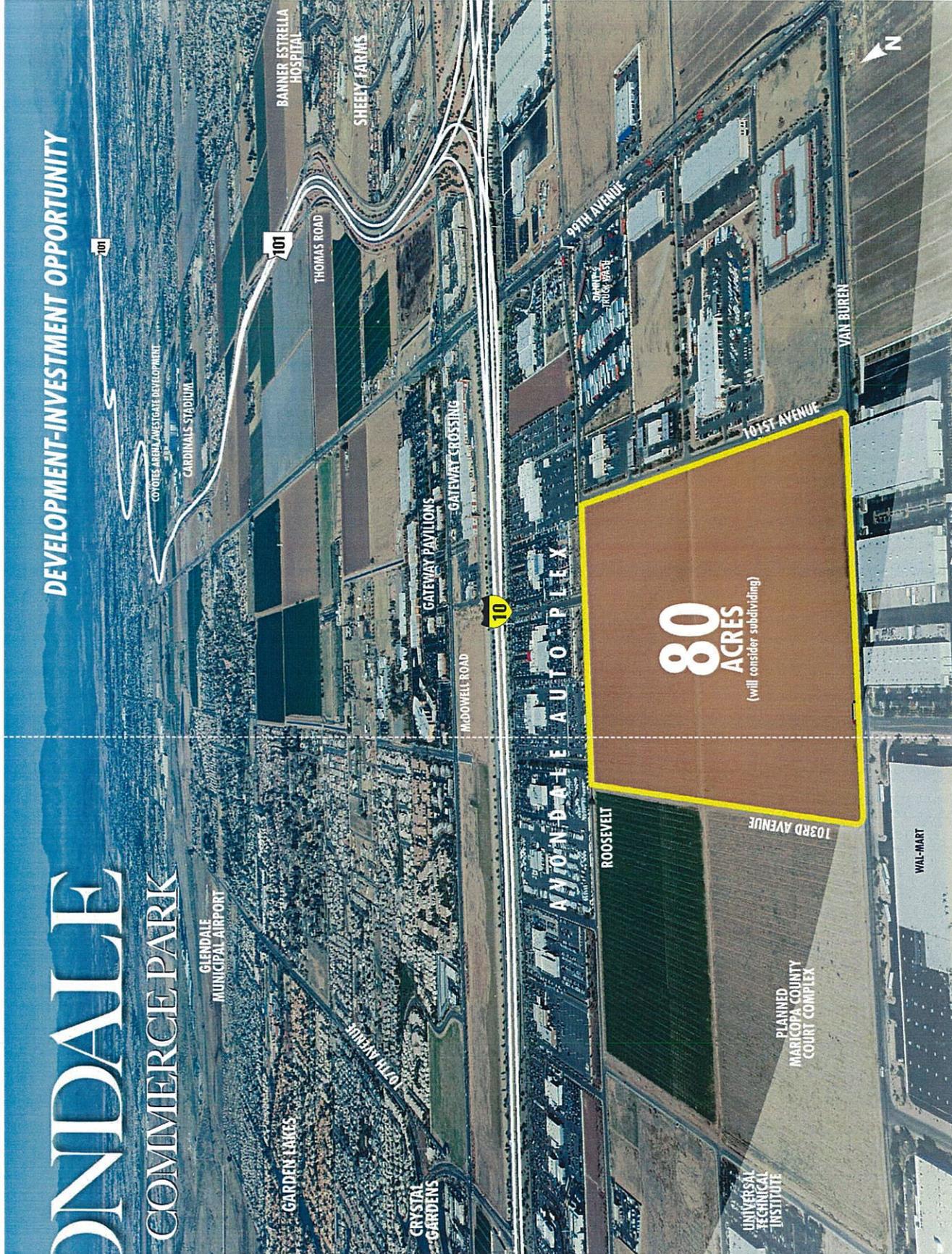
GEORGE H. BELL
President/Broker
(480) 538-5474 phone
(480) 538-5475 fax
(602) 525-7469 call
gbhell@landrid.com



SOVEREIGN
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(480) 538-5475 fax
(602) 684-8145 call
sweiss@ox.net

16611 North 91st Street
Suite 105
Scottsdale, Arizona 85260



80
ACRES
(will consider subdividing)

ORDINANCE NO. 1458-511

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, CORRECTING THE A SCRIVENER'S ERROR IN ORDINANCE NUMBERS 1294-308 AND 1296-308, WHICH AMENDED THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE AS SHOWN IN FILENAME Z-07-7 AND Z-07-4, REZONING SUCH PROPERTIES FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, on March 17, 2008, the Council of the City of Avondale (the "City Council") passed and adopted Ordinance No. 1294-308 (the "Commerce Center Ordinance"), approving an amendment to the City of Avondale Zoning Atlas (the "Zoning Atlas") relating to rezoning approximately 80 acres of real property at the northeast corner of 103rd Avenue and Van Buren Street from Agricultural (AG) to Planned Area Development (PAD) (the "Commerce Center Property"); and

WHEREAS, on March 17, 2008, the City Council passed and adopted Ordinance No. 1296-308, which is recorded with the Maricopa County Recorder's Office at number 20090422779, on May 12, 2009 (the "Diamond P Ordinance"), approving an amendment to the Zoning Atlas relating to rezoning approximately 245 acres of real property located west and south of the southwest corner of Lower Buckeye Road and Avondale Boulevard from Agricultural (AG) to Planned Area Development (PAD) (the "Diamond P Property"); and

WHEREAS, the legal description included in the Commerce Center Ordinance and the Diamond P Ordinance did not accurately reflect the Commerce Center Property and the Diamond P Property; and

WHEREAS, the City Council desires to correct the legal description errors in the Commerce Center Ordinance and the Diamond P Ordinance by including the proper legal description for the Commerce Center Property and the Diamond P Property, respectively.

NOW, THEREFORE, BE IT ORDAINED 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 legal description included as Exhibit A in Ordinance No. 1294-308 is hereby deleted in its entirety and replaced with Exhibit 1, attached hereto and incorporated herein by reference.

SECTION 3. The legal description included as Exhibit A in Ordinance No. 1296-308 is hereby deleted in its entirety and replaced with Exhibit 2, attached hereto and incorporated herein by reference.

SECTION 4. The City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's office a fully executed copy of this Ordinance, together with the exhibits.

SECTION 5. 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.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 1458-511

[Legal Description – Commerce Center]

See following page.

Commerce Center

Legal Description for Rezoning Purposes

80 Acres at Northeast corner Van Buren Street and 103rd Avenue

APN 102-54-001D and 102-54-001E

LEGAL DESCRIPTION

The West half of the Southeast quarter of Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT 2
TO
ORDINANCE NO. 1458-511

[Legal Description – Diamond P]

See following pages.

Diamond P Ranch
Legal Description for Rezoning Purposes
Southwest of Avondale Boulevard and Lower Buckeye Road
APN 500-66-001D, 005A, 009E and 009F

LEGAL DESCRIPTION

That part of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Highway Department Brass Cap in handhole marking the North Quarter Corner of said Section 24, from which the City of Avondale Brass Cap flush marking the Northeast Corner of said Section 24 bears South 89°52'51" East, a distance of 2,653.37 feet;

Thence South 89°52'51" East, along the North line of the Northeast Quarter of said Section 24, a distance of 1,419.13 feet to a point on the East line of Parcel No. 1 as described in Warranty Deed recorded in Instrument No. 98-0207373, Maricopa County Records;

Thence South 01°42'54" East, departing said North line along said East line, a distance of 2,639.37 feet to a point on the North line of the Southeast Quarter of said Section 24;

Thence South 89°33'23" East, along said North line, a distance of 1,116.18 feet to a point on a line which is parallel with and 33.00 feet Westerly, as measured at right angles, from the East line of the Southeast Quarter of said Section 24;

Thence South 00°10'01" West, along said parallel line, a distance of 1,106.44 feet to a point on the North line of that certain parcel of land described in Instrument No. 86-546801, Maricopa County Records;

Thence North 89°23'38" West, departing said parallel line along said North line, a distance of 200.00 feet to a point on the West line of said parcel of land;

Thence South 00°10'01" West, along said West line, a distance of 215.00 feet to a point on the South line of the North Half of the Southeast Quarter of said Section 24;

Thence North 89°23'38" West, along said South line, a distance of 2,389.43 feet to the Southwest Corner of the North Half of the Southeast Quarter of said Section 24;

Thence North 00°18'32" West, along the West line of the Southeast Quarter of said Section 24, a distance of 1,314.20 feet to the 1/2" Rebar marking the Center of said Section 24;

Thence North 89°32'38" West, along the South line of the Northwest Quarter of said Section 24, a distance of 1,316.48 feet to the Southwest Quarter of the East Half of the Northwest Quarter of said Section 24;

Thence North $00^{\circ}31'31''$ West, along the West line of the East Half of the Northwest Quarter of said Section 24, a distance of 2,621.98 feet to the Northwest Corner thereof;

Thence South $89^{\circ}53'01''$ East, along the North line of the Northwest Quarter of said Section 24, a distance of 1,326.44 feet to the Point of Beginning.

Containing 244.928 Acres, more or less.

ORDINANCE NO. 1459-511

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF 103RD AVENUE AND VAN BUREN STREET AS SHOWN IN FILE NAME Z-07-7, REVERTING THE ZONING ON SUCH PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) TO AGRICULTURAL (AG).

WHEREAS, the Council of the City of Avondale (the “City Council”) approved Ordinance No. 1294-308 on March 17, 2008, rezoning that certain \pm 80 acre parcel of land generally located at the northeast corner of 103rd Avenue and Van Buren Street, as more particularly described and depicted in Ordinance No. 1294-308, as corrected by Ordinance No. 1458-511 (the “Subject Property”), from Agricultural (AG) to Planned Area Development (PAD) and imposing conditions upon such rezoning (the “Rezoning”); and

WHEREAS, the Rezoning was subject to a condition imposed pursuant to provisions of the City of Avondale Zoning Ordinance (the “Zoning Ordinance”), requiring that the development of the first phase of the project on the Subject Property must have commenced within three years of the effective date of the ordinance approving the PAD zoning on the property (the “Time Condition”); and

WHEREAS, the Time Condition upon the Rezoning has not been met and the City Council desires to revert the zoning on the Subject Property from Planned Area Development (PAD) to Agricultural (AG); and

WHEREAS, the City Council desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”) pursuant to ARIZ. REV. STAT. § 9-462.04 to reflect the change in zoning on the Subject Property due to the Rezoning reversion; and

WHEREAS, all due and proper notice of the public hearing on the intended Rezoning reversion and Zoning Atlas amendment held before the City Council were given in the time, form, substance and manner provided by the Zoning Ordinance; and

WHEREAS, the City Council held a public hearing regarding the Rezoning reversion and amendment to the Zoning Atlas on May 16, 2011.

NOW, THEREFORE, BE IT ORDAINED 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 \pm 80 acre parcel of real property generally located at the northeast corner of 103rd Avenue and Van Buren Street, as shown in filename Z-07-7, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from Planned Area Development (PAD) to Agricultural (AG).

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1459-511

(Legal Description and Map)

See following pages.

Commerce Center

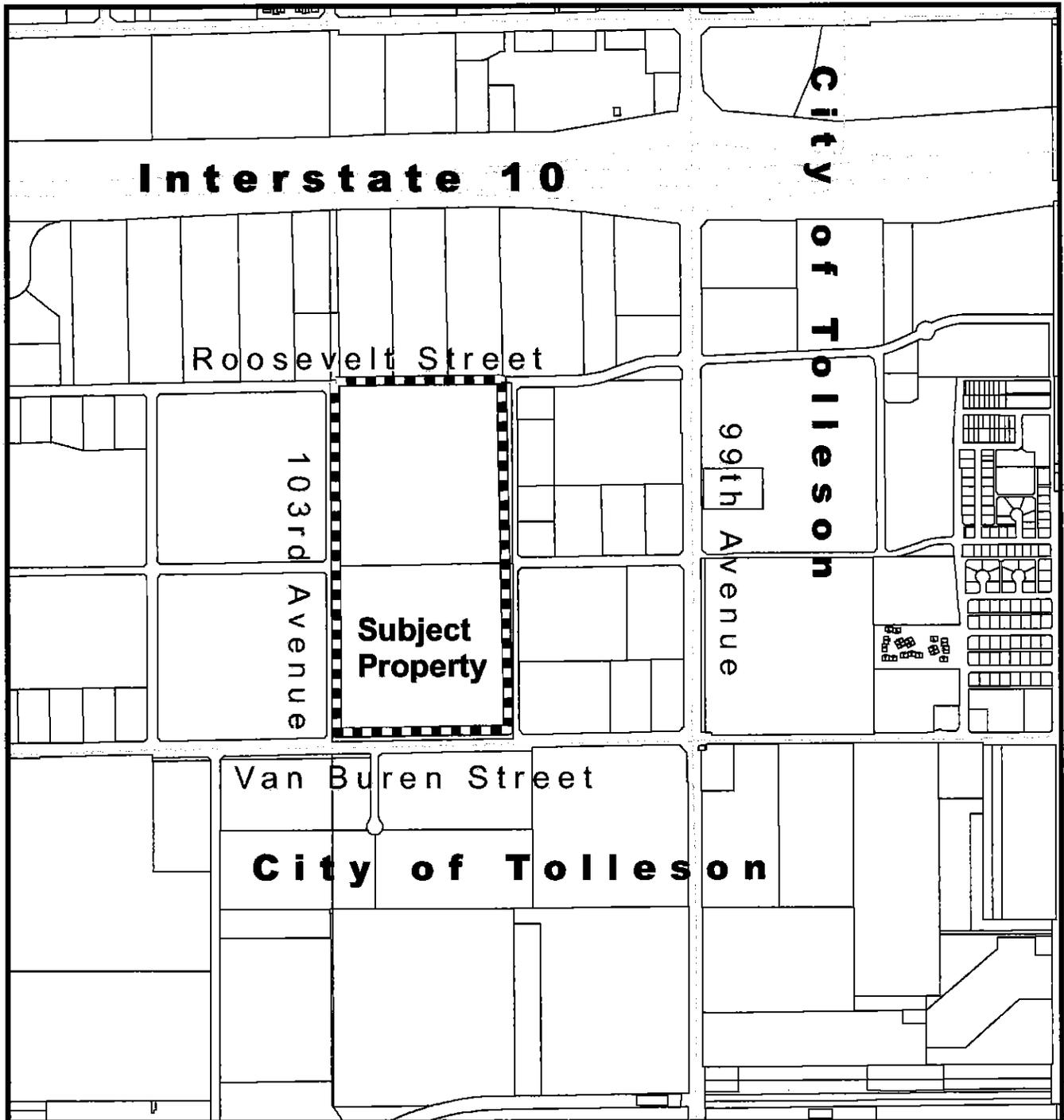
Legal Description for Rezoning Purposes

80 Acres at Northeast corner Van Buren Street and 103rd Avenue

APN 102-54-001D and 102-54-001E

LEGAL DESCRIPTION

The West half of the Southeast quarter of Section 5, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

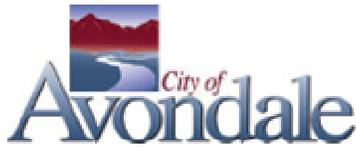


**Z-07-7
Avondale Commerce Park**



Subject Property





CITY COUNCIL REPORT

SUBJECT:

Ordinance 1452-511 - Amendment Avondale City Code Chapter 24 - Pretreatment

MEETING DATE:

May 16, 2011

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 approve Ordinance No. 1452-511 amending the City of Avondale Municipal Code, Chapter 24, Water, Sewers and Sewage Disposal "City of Avondale Pretreatment Code".

BACKGROUND:

The Pretreatment Program is a federally required program stemming from the Federal Water Pollution Control Act of 1972 which was amended in 1977 and renamed the Clean Water Act. To meet the requirements of the Clean Water Act, EPA developed the 40 Code of Federal Regulations 403 General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR 403).

The Arizona Department of Environmental Quality (ADEQ) is the state authority for the program and per the City's Arizona Pollution Discharge Elimination Permit (AZPDES), the City is required to create and implement a pretreatment program. On April 19, 2010 Council approved, by resolution, the City of Avondale Pretreatment Code, as required by ADEQ.

DISCUSSION:

The Pretreatment Code that was adopted by Council included a set of local limits that were developed by the Sub-Regional Operating Group (SROG), the group liable for the ownership and operation of the 91st Avenue Wastewater Treatment Plant. The 40 CFR 403 requires a Publically Owned Treatment Works (POTW) to design their own local limits based on site specific conditions. The City Code's existing local limits based on the SROG limits are not adequate.

In July of 2010 Public Works staff performed a technically based local limit study per the EPA Local Limits Development Guidance manual. The study included pollutants of concern, data collection and analysis, maximum allowable headworks loading calculations, maximum allowable industrial loading calculations and calculating the local limits. The local limit for each pollutant of concern was then analyzed individually for appropriateness and adjusted as necessary.

The proposed local limit and the details of the study were submitted to the ADEQ and EPA as part of the City's Pretreatment Program in September 2010. The City received a letter of intent to approve the Pretreatment Program from ADEQ, dated November 16, 2010, with no comment pending Public Notice. The public notice was published in the West Valley View on November 30th, December 3rd, and 7th of 2010. Staff submitted proof of the public notice to ADEQ upon its completion and received ADEQ's letter of approval of the Pretreatment Program dated February 22, 2011.

This request is to implement the following revisions to the City of Avondale Pretreatment Code:

- 24-102(a) To address a technical change to the definition of “SIU” Significant Industrial User to be consistent with the definition from 40 CFR 403.
- 24-103(a)(2)(L) To remove “swimming pool drainage”. It is the City's policy to drain and backwash swimming pools into the clean out, it is not permissible to discharge into the storm drain.
- 24-103(b) Classifications of industrial users was deleted in its entirety.
- 24-103(e)(5) To include the new table of local limits as developed by the study performed by staff
- 24-105(f) General Permits, SIU was amended to read IU to allow the Director to issue General Permits to industrial users as deemed necessary.
- 24-111 Administrative Enforcement Remedies, service of compliance orders was updated to be consistent with the service methods in the International Property Maintenance Code and used by other city departments.

BUDGETARY IMPACT:

Budgeted in workload.

RECOMMENDATION:

Staff recommends that the City Council approve Ordinance No. 1452-511 amending the City of Avondale Municipal Code, Chapter 24, Water, Sewers and Sewage Disposal, Pretreatment Code.

ATTACHMENTS:

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 [Ordinance 1452-511](#)

ORDINANCE NO. 1452-511

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, RELATING TO PRETREATMENT OF INDUSTRIAL WASTEWATER.

WHEREAS, on April 19, 2010, the Council of the City of Avondale, Arizona, in coordination with Arizona Department of Environmental Quality (“ADEQ”), adopted Ordinance No. 1406-410 amending the City Code, Chapter 24, Water, Sewers and Sewage Disposal, relating to the pretreatment of industrial wastewater, including adoption of federally-required local limits established by the Sub-Regional Operating Group until such time as the City of Avondale, Arizona (the “City”) could establish whether other local limits regulating the discharge of pollutants to its publicly owned pretreatment works were more appropriate; and

WHEREAS, the City has completed its own local limit study in accordance with U.S. Environmental Protection Agency guidance; and

WHEREAS, the City finds that the limits determined by the City’s own local limit study are more appropriate for regulation of the City’s industrial users’ pollutant discharge (the “City’s Local Limits”); and

WHEREAS, the City has published notice of the City’s Local Limits and has obtained approval for the City’s Local Limits from ADEQ; and

WHEREAS, the City Council desires to amend the City Code to incorporate the City’s Local Limits and to include additional technical amendments as necessary to achieve compliance with federal regulations and consistency with other provisions of the City Code.

NOW, THEREFORE, BE IT ORDAINED 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 Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article VIII (Pretreatment), Division 3 (Generally), Section 24-102 (Definitions), is hereby amended to read as follows:

. . . .

“*SIU*” means a Significant Industrial User who is:

- (1) A User subject to, or potentially subject to, Categorical Pretreatment Standards; or

(2) A User that:

(A) Discharges an average of 25,000 gpd or more per day of process Wastewater to the POTW (EXCLUDING SANITARY, NON-CONTACT COOLING AND BOILER BLOW DOWN WASTEWATER, UNLESS SPECIFICALLY INCLUDED IN THE PRETREATMENT STANDARD); or

(B) Contributes process Wastewater which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the receiving POTW treatment plant; or

(C) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting, or impacting, either singly or in combination with other contributing Users, including Sewage from domestic sources, the POTW's operation or for violating any Pretreatment Standard or Requirement; or

(3) The City may determine that an IU subject to Categorical Pretreatment Standards is a NSCIU rather than an SIU on a finding that the IU never discharges more than 100 gpd of total categorical Wastewater (excluding sanitary, non-contact cooling and boiler blow down Wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

(a) The IU, prior to the City's finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;

(b) The IU annually submits the certification statement required in Section 24-107(n)(2) and as set forth in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and

(c) The IU never discharges any untreated concentrated Wastewater.

(4) Upon a finding that a User meeting the criteria in subsection (2), above, has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the City may at any time, on its own initiative or in response to a petition received from an IU, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a SIU.

.....

SECTION 3. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article VIII (Pretreatment), Division 3 (Generally), Section 24-103 (General Discharge Requirements), Subsection (a)(2)(L) is hereby amended to read as follows:

(L) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, ~~swimming pool drainage~~, condensate, deionized water, Non-contact Cooling Water, and unpolluted Wastewater, unless specifically authorized by the Director;

SECTION 4. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article VIII (Pretreatment), Division 3 (Generally), Section 24-103 (General Discharge Requirements), Subsection (b), Classes of Industrial Users, is hereby deleted in its entirety and reserved for future use.

SECTION 5. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article VIII (Pretreatment), Division 3 (Generally), Section 24-103 (General Discharge Requirements), Subsection (e)(5), Local Limits, is hereby amended to read as follows:

(5) The following pollutant limitations are established to protect the POTW against Pass Through and Interference. No User shall discharge Wastewater exceeding the limits set forth below:

Daily Average Effluent Limitations	
Substance	Effective on July 1, 2011
AMMONIA	75.0 MG/L
Arsenic	0.13 mg/l 0.41 MG/L
BOD ₅	300 mg/l 450 MG/L
Cadmium	0.047 mg/l 0.09 MG/L
CHROMIUM	1.2 MG/L
Copper	1.5 mg/l 3.0 MG/L
Cyanide	2.0 mg/l 1.75 MG/L
Lead	0.41 mg/l 1.6 MH/L
Mercury	0.0023 mg/l 0.12 MG/L
NICKEL	0.63 MG/L
Oil and Grease	100 mg/l
Selenium	0.10 mg/l 0.69 MG/L
Silver	1.2 mg/l 3.85 MG/L
Total Suspended Solids	300 mg/l 450 MG/L
Zinc	3.5 mg/l 4.75 MG/L

All concentrations are expressed in the “total” form unless indicated otherwise. The Director may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

SECTION 6. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article VIII (Pretreatment), Division 3 (Generally), Section 24-105 (Individual or

General Wastewater Discharge Permit Required), Subsection (f), Wastewater Discharge Permitting: General Permits, is hereby amended to read as follows:

(f) Wastewater Discharge Permitting: General Permits.

(1) At the discretion of the Director, the Director may use general permits to control ~~SIU~~ IU Discharges to the POTW if the following conditions are met. All facilities to be covered by a general permit must:

(A) Involve the same or substantially similar types of operations;

(B) Discharge the same types of wastes;

(C) Require the same effluent limitations;

(D) Require the same or similar monitoring; and

(E) In the opinion of the Director, are more appropriately controlled under a general permit than under individual Wastewater discharge permits.

(2) To be covered by the general permit, the ~~SIU~~ IU must file a written request for coverage that identifies its contact information, production processes, the types of wastes generated, the location for monitoring all wastes covered by the general permit, any requests in accordance with Section 24-107(d)(2) for a monitoring waiver for a pollutant neither present nor expected to be present in the Discharge, and any other information the POTW deems appropriate. A monitoring waiver for a pollutant neither present nor expected to be present in the Discharge is not effective in the general permit until after the Director has provided written notice to the ~~SIU~~ IU that such a waiver request has been granted in accordance with Section 24-107(d)(2).

(3) The Director will retain a copy of the general permit, documentation to support the POTW's determination that a specific ~~SIU~~ IU meets the criteria in Sections 24-105(f)(1)(A) through (E) and applicable State regulations, and a copy of the User's written request for coverage for three (3) years after the expiration of the general permit.

(4) The Director may not control an ~~SIU~~ IU through a general permit where the facility is subject to production-based Categorical Pretreatment Standards or Categorical Pretreatment Standards expressed as mass of pollutant discharged per day or for IUs whose limits are based on the Combined Wastestream Formula (Section 24-103(c)(4)) or Net/Gross calculations (Section ~~24-192(b)(4)~~ 24-103(c)(5)).

SECTION 7. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article VIII (Pretreatment), Division 3 (Generally), Section 24-111 (Administrative Enforcement Remedies), Subsection (d), Compliance Orders, is hereby amended to read as follows:

(d) Compliance Orders. When the Director finds that a User has violated, or continues to violate, any provision of this article, an individual Wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the POTW. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. ANY COMPLIANCE ORDER ISSUED UNDER THIS SUBSECTION SHALL BE SERVED UPON THE USER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

SECTION 8. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article VIII (Pretreatment), Division 3 (Generally), Section 24-111 (Administrative Enforcement Remedies), Subsection (e), Cease and Desist Orders, is hereby amended by adding a new Subsection (e)(3) as follows:

(3) ANY CEASE AND DESIST ORDER ISSUED UNDER THIS SUBSECTION SHALL BE SERVED UPON THE USER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 10. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, May 16, 2011.

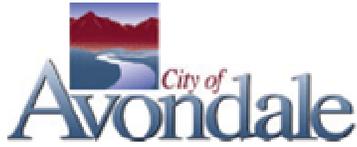
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
May 16, 2011

TO: Mayor and Council
FROM: Andrew McGuire, City Attorney (602) 257-7664
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for (i) discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding the SLT Expressway litigation and (ii) discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding a potential Intergovernmental Agreement with the City of Litchfield Park regarding a potential annexation.

ATTACHMENTS:

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No Attachments Available