

CITY COUNCIL AGENDA

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

WORK SESSION
August 1, 2011
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 UPDATE ON SERVICES PROVIDED TO ADDRESS SUBSTANCE ABUSE AND DOMESTIC VIOLENCE.

City Council will receive a presentation by Dr. Frank Scarpati, President/CEO of Community Bridges, Inc., regarding the services being provided by the Avondale Police Department and Community Bridges to address substance abuse, behavioral health, and domestic violence calls for assistance. For information only.

3 ADJOURNMENT

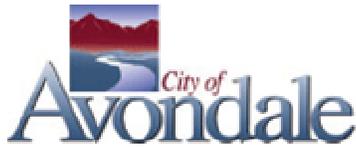
Respectfully submitted,

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:

Update on services provided to address substance abuse and domestic violence.

MEETING DATE:

August 1, 2011

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623) 333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff has invited Dr. Frank Scarpati, President/CEO of Community Bridges, Inc., to assist in a presentation of the services provided by the Avondale Police Department and Community Bridges to our community in order to address substance abuse, behavioral health, and domestic violence calls for assistance. This item is for information and discussion purposes only. No Council action is required.

BACKGROUND:**Southwest Family Advocacy Center:**

The cities of Avondale, Goodyear, and Buckeye provide funding to operate the Southwest Family Advocacy Center (SWFAC) which provides a safe environment for victims of domestic violence to have their concerns professionally investigated. The SWFAC provides professionally trained Forensic Interviewers who conduct a single interview that is video and audio recorded and eventually presented during the prosecution of the suspect in each case. Detectives are specially trained to investigate domestic violence cases and the rate of prosecution has increased by over 60% since the SWFAC opened two years ago. The SWFAC is also dedicated to avoid repeat victimization by providing counseling services to victims and their families to facilitate the healing process.

Currently, the SWFAC has a partnership with "A New Leaf" who provides domestic violence counseling services at no charge to victims. The SWFAC also partners with the New Life Center that provides temporary housing for domestic violence victims while they deal with the trauma associated with being a victim of domestic violence.

In addition, the Avondale Police Department provides services for those battling substance abuse, behavioral health impairment, and domestic violence. The Avondale Police Department's Community Services Unit (CSU) consists of three employees: a Supervisor, a Crime Victim Advocate, and an Administrative Assistant. The CSU provides support to victims of domestic violence and their families as they move through the criminal justice system. They also provide information on victim compensation, education on Victim's Rights, information and referral to community resources, and assistance when pursuing an order of protection or injunctions against harassment.

Every victim receives personal contact from a CSU member to advise them of their court date and, if the victim cannot attend, information is relayed to the court by the CSU member. Members of the CSU provide training and education at the High School and Junior High School level relating to prevention of domestic violence and they are also available to domestic violence victims and their families after the initial police response and through the entire criminal justice process. CSU

members spend two full days a week at the Southwest Family Advocacy Center in order to be available to domestic violence victims and their families.

Community Bridges:

For the past several years, the West Valley Chief's Association and representatives from Community Bridges have worked to develop a partnership to provide service for members of the West Valley in need of assistance to address substance abuse and behavioral health concerns. Community Bridges recently expanded through the West Valley Access/Transition Point program located at 824 N. 99th Avenue. This facility is staffed by professionals from Community Bridges and it is designed to provide a variety of behavioral health services to assist those addressing substance abuse, psychiatric instability, and various co-occurring disorders. The Open House took place on July 13, 2011. Full services are expected to begin in mid-August.

Community Bridges' business model is designed specifically to support public safety. Police Officers and Firefighters, who respond to calls for service where they encounter people in need of behavioral health assistance, are able to call Community Bridges who will send a transport to pick up the individuals or the Officer can transport these individuals, drop them off and return to their respective jurisdictions in a short period of time. When the West Valley Access/Transition Point is open, Avondale Police and Firefighters will significantly reduce their time on-scene spent connecting people with these services.

As part of Community Bridges' commitment to bring additional services to the West Valley, they are adding a Call Center, a Mobile Team Dispatch Center and a Community Health Information Office, adjacent to the West Valley Access/Transition Point. These services will be available 24 hours per day, 7 days per week, at no charge to the community.

As more and more individuals receive treatment and services for substance abuse, psychiatric/behavioral health problems, and domestic violence, it is anticipated there will be a direct correlation to a reduction in the crime rate. It is also anticipated that over time, these types of calls for public safety personnel for assistance will decrease.

BUDGETARY IMPACT:

There are no direct costs to the Avondale Police Department for the Community Bridges services. The City contributes approximately one-third of the funding for the Southwest Family Advocacy Center. The Center's total budget for FY11-12 is \$798,580.

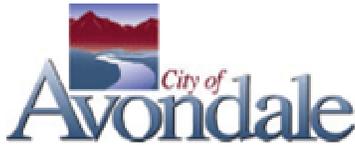
RECOMMENDATION:

Staff is providing this presentation for information only. No council action is required.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL AGENDA

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

REGULAR MEETING
August 1, 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 July 18, 2011

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES

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

c. VEHICLE LEASE AGREEMENT - AREA AGENCY ON AGING

City Council will consider a request to approve the Area Agency on Aging FY 2011-2012 vehicle lease agreement for the period of July 1, 2011 - June 30, 2012 for the sum of \$3 and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

d. AMENDMENT NO.4 TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT - SUNDT CONSTRUCTION

City Council will consider a request to approve Amendment No.4 to the Construction Manager at Risk Agreement with Sundt Construction, Inc. approving construction change orders and revising the final completion dates for the infrastructure, American Sports Center, and retail portion of the City Center/American Sports Center project in the amount of \$392,371 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 2996-811 - FY 2011-2012 ARIZONA DEPARTMENT OF PUBLIC SAFETY VICTIMS OF CRIME ACT GRANT

City Council will consider a resolution authorizing the acceptance of a Victims of Crime Act grant from the Arizona Department of Public Safety to support victim services in the amount of \$40,847 with a local match of \$10,212 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION 2994-811 - FEE SCHEDULE FOR FISCAL YEAR 2011-2012**

City Council will consider a resolution setting City rates and fees that are set by city council resolution. The Council will take appropriate action.

4 **RESOLUTION 2993-811 - SETTING THE PROPERTY TAX LEVY FOR FISCAL YEAR 2011-2012**

City Council will consider a resolution setting the property tax levy for fiscal year 2011-2012 in the amount of \$5,346,685. The Council will take appropriate action.

5 **PROFESSIONAL SERVICES AND COMMERCIAL LEASE AGREEMENTS WITH GANGPLANK COLLECTIVE**

City Council will consider a Professional Services and a Commercial Lease Agreement with Gangplank Collective to operate a collaborative workspace at 525 North Central Avenue commonly known as the "Old City Hall" and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 **CONDITIONAL USE PERMIT - COWGIRLS STEAKHOUSE & SALOON**

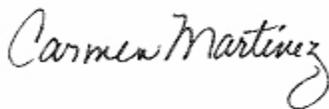
City Council will hold a public hearing for Case PL-11-0069, a request for a Conditional Use Permit for a proposed night club component with a restaurant. The Council will take appropriate action.

7 **RESOLUTION 2995-811 - RENEWAL OF IGA WITH MARICOPA COUNTY TO OPERATE THE COMMUNITY ACTION PROGRAM**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Maricopa County Board of Supervisors for a grant in the amount of \$141,503 to operate the Community Action Program during fiscal year 2011-12 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

8 **ADJOURNMENT**

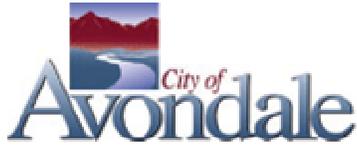
Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
August 1, 2011

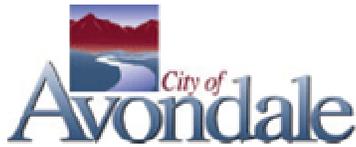
TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:
Regular Meeting of July 18, 2011

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Appointment of Members to the City's Boards,
Commissions and Committees

MEETING DATE:
August 1, 2011

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

PURPOSE:

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

DISCUSSION:

The Council Subcommittee hosted a Meet and Greet with candidates for appointment on Thursday, July 21, 2011. Their recommendations for appointment are as follows:

Environmental Affairs Commission	
Aaron Cheatham	12/31/13

CIP - Zone 1	
Amy Anderson	12/31/13

CIP - Member at Large	
Victor Saromo	12/31/13

Library Advisory Board	
Angela Cardone	12/31/13
Victor Saromo (Alternate)	12/31/13

Municipal Art Committee	
Angela Cardone	12/31/12
Vinsaint Saromo	12/31/13

Municipal Development Corporation	
Amy Anderson	Indefinite

Parks and Recreation Advisory Board	
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Donald Buth	12/31/13
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Aaron Cheatham	12/31/13
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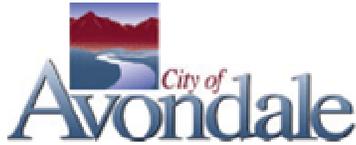
RECOMMENDATION:

Staff is recommending approval of the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Vehicle Lease Agreement - Area Agency on Aging

MEETING DATE:
August 1, 2011

TO: Mayor and Council
FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the Area Agency on Aging (AAA) FY 2011-12 vehicle lease agreement for the period of July 1, 2011 - June 30, 2012 for the sum of \$3 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

DISCUSSION:

The Area Agency on Aging (AAA) has provided the City of Avondale with three vehicles for program use: 2 Ford Escapes and 1 Ford Champion Challenger Van. The vehicles are used in the delivery of meals to homebound clients and in transporting seniors to and from their homes to the Avondale Community Center, along with transportation for programmed activities. The lease is good for one year with unlimited renewal options. The City of Avondale is responsible for drivers, fuel, and maintenance of the vehicles.

The current agreement expired on June 30, 2011. However, AAA was previously unable to release renewal documents to participating municipalities. All documentation for lease renewals are now available.

BUDGETARY IMPACT:

The following annual costs are associated with the lease agreement. 70% of the cost are paid by AAA and the remainder is paid from the City of Avondale General Fund, PRLD budget. Funds are allocated for this program for FY 2011-12:
Fuel \$8,373.50 Maintenance \$10,228.84

RECOMMENDATION:

Staff recommends that the City Council approve the Area Agency on Aging (AAA) FY 2011-12 vehicle lease agreement substantially in the form attached for the period of July 1, 2011 - June 30, 2012 for the sum of \$3 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Click to download

 [Vehicle Lease Agreement](#)

**VEHICLE LEASE AGREEMENT
V2012-05-AVO**

Area Agency on Aging, Region One, Incorporated
1366 E. Thomas Road, Suite 108
Phoenix, AZ 85014
(602) 264-2255 FAX (602) 230-9132

AND City of Avondale
11465 S. Civic Center Drive
Avondale, AZ 85323
623-333-2420 623-333-0270
FEI: 86-6000233

DURATION OF THE LEASE AGREEMENT: Effective July 1, 2011 and shall end June 30, 2012.

PROVIDER INFORMATION

Chief Executive or designee: Charles McClendon, Title: City Manager
 The Area Agency shall address all notices relative to this Contract to: Charles McClendon, City Manager

AREA AGENCY INFORMATION

The Contractor shall address all notices relative to this Lease Agreement:
 Name: David T. Diaz, Title: Chief Financial Officer

VEHICLE INFORMATION

Year / Make: 2008 Ford
 Model: Escape – Gas SUV
 VIN #: 1FMCUO2Z98KE01393

Year / Make: 2008 Ford
 Model: E-450 Champion Challenger
 VIN #: 1FD4E5S58DA26288

Year / Make: 2008 Ford
 Model: Escape – Hybrid SUV
 VIN #: 1FMCUO3178KC32869

This Vehicle Lease is entered into by and between “Provider” hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required “additional insured” as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, its exhibits, and attachments.

Notice under this Agreement shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

“Provider” CITY OF AVONDALE

<p>_____ Signature Date</p> <p><u>Mary Lynn Kasunic, President & CEO</u> Area Agency on Aging Director Name and Title</p>	<p>_____ Signature Date</p> <p>_____ Legal Officer Name and Title</p>
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CONTRACT TERMS AND CONDITIONS

CONTRACT ADMINISTRATION

1. TERMS

- a. Vehicle Lease. The Area Agency shall lease the vehicle(s) as described to the Contractor for the sum of one dollar (\$1.00) per vehicle for the term of the lease in consideration of the covenants herein set forth.
- b. Duration. The term of this Lease Agreement shall be for the period of time from the contract begins date to the contract termination date as awarded or extended.
- c. Notices. All notices under this Lease Agreement shall be directed in writing to the persons and addresses specified for such purpose in this Lease Agreement or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
- d. Liens. The Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
- e. Indemnity. To the extent permitted by law, the Contractor shall indemnify the Area Agency against any claims, actions, damages, or liabilities, including all attorney fees, arising out of or connected with the vehicle(s) or this vehicle lease agreement, without limitation. Such indemnification shall survive the expiration, cancellation, or termination of this Lease Agreement.
- f. Assignments, Inspections. The Contractor will have no right to sell, transfer, assign, sublease or encumber the vehicle(s) or this Lease Agreement. The Area Agency shall have the right at any time during regular business hours to inspect the vehicle(s) and for that purpose to have access to the location of the vehicle(s).
- g. Records. The Contractor shall retain all data and other records relating to the acquisition and performance of this Lease Agreement for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Contract service records will be maintained in accordance with prescribed Area Agency policies and procedures.
- h. Termination. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor personally or by certified mail, return-receipt requested. The Contractor shall continue to perform, in accordance with the requirements of the Lease Agreement, up to the date of termination, as directed in the termination notice. Contractor shall ensure direct return of the leased vehicle(s) to the Area Agency upon termination date. In addition to any other legal remedy, this Lease Agreement may be terminated based on the following reasons:
 - i. For Convenience. Either the Contractor or the Area Agency may terminate the Agreement at any time, by providing at least thirty (30) days written notice to the other party.
 - ii. For Conflict of Interest. Pursuant to A.R.S. § 38-511, the Area Agency may cancel this contract within three (3) years after the Lease Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease Agreement on behalf of the Area Agency is or becomes at any time while the Lease Agreement or an extension of the Lease Agreement is in effect an employee of or a consultant to any other party to this Lease Agreement with respect to the subject matter of the Lease Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the contractor is a political subdivision of the State, it may also cancel this Lease Agreement as provided in A.R.S. §38-511.
 - iii. For Default.
 1. The Area Agency has the right to terminate this Lease Agreement with Contractor upon immediate notice when the Area Agency deems the health or welfare of the clients is endangered or the Contractor's noncompliance jeopardizes the funding source's financial part full force and effect.
 2. In addition to the rights reserved under the contract, the Area Agency may terminate the Lease Agreement in whole or in part due to the failure of the Contractor to

- comply with any term or condition of the Lease Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract.
3. The President/CEO of the Area Agency may suspend or terminate this Lease Agreement immediately in the event of nonperformance of stated objectives, or other material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.
 4. This Lease Agreement is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the Lease Agreement and/or any rights thereunder without Area Agency's prior written approval.
- i. Return. At the end of the initial term of the Lease Agreement, or any renewal term, the Contractor will return the vehicle(s) to the Area Agency in a condition as good as received, less normal wear and tear of the vehicle(s) and the Contractor will maintain proper insurance until the vehicles are received by the Area Agency. The vehicle(s) shall be free of any Contractor's signage.
 - j. Miscellaneous.
 1. If we supply the Contractor with vehicle labels/tags, the Contractor shall keep these affixed to all vehicle(s) under this Lease Agreement and place them in a prominent place.
 2. The terms of this Lease Agreement constitute the entire agreement between the parties and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this agreement.
 3. The Contractor agrees that this Lease Agreement will be binding upon its successors, assigns, heirs, and legal representative.
2. **LAWS** The materials and services supplied under this Lease Agreement shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits. Any changes in the governing laws, rules and regulations during the term of this Lease Agreement shall apply but do not require an amendment to this contract.
 3. **DISCRIMINATION** The Contractor performing under this Lease shall not discriminate against any employee or applicant, or any member of the public, because of their race, creed, color, sex or national origin, or otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants employed are dealt with without regard to their race, creed, color, sex or national origin.

LIABILITY & INDEMNIFICATION & INSURANCE

1. **NON-LIABILITY** Each party shall be responsible for any and all liability caused by its own negligence or the negligence of its employees, agents, and officers in connection with this Lease Agreement and each party shall bear all costs for its own defense in any resulting litigation.
2. **CONTRACTOR/VENDOR INDEMNIFICATION** The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless (by Contractor) for any liability of the Area Agency, State and/or DES as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this Lease Agreement is responsible for its own negligence.
3. **INSURANCE**
 - a. Requirements. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall maintain said insurance until all warranty periods under this Lease Agreement are satisfied
 - b. Additional Insured.
 - i. Agencies

- √ Area Agency on Aging, Region One Incorporated
- √ State of Arizona Department of Economic Security
- √ Bridgeway Health System
- √ EverCare Select
- NA Maricopa County Public Health Department
- √ Mercy Care
- √ SCAN Health System

- ii. Language Required language on certificates of insurance: *“The (list above identified agencies), their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*
 - iii. Provisions All additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- c. Minimum Scope and Limits. Contractor shall provide coverage with limits of liability no less than those stated below. Each insurance policy shall contain a waiver of subrogation against the agencies identified in Additional Insured Section, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written & Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
 - ii. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicle(s) used in the performance of this Contract.
 - Combined Single Limit (CSL) \$1,000,000
 - iii. Workers Compensation and Employers’ Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000
 - iv. Professional (Errors and Omissions Liability) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
 - Each Claim \$1,000,000
 - Annual Aggregate \$2,000,000
- d. Notice of Insurance Cancellation . Each insurance policy required by the insurance provisions of this Lease Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits without thirty (30) days prior written notice to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- e. Verification of Insurance Coverage.
- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form) as required by this Lease Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this Lease Agreement must be in effect at or prior to commencement of work under this Lease Agreement and remain in

effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- iii. All certificates required by this Vehicle Lease Agreement shall be sent directly to Area Agency Chief Financial Officer. The Area Agency Vehicle Lease Agreement number shall be noted on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Vehicle Lease Agreement at any time.

VEHICLE SERVICES AND OPERATIONS

1. VEHICLE SERVICES

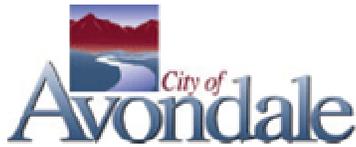
- a. The Contractor agrees that the leased vehicle(s) will be used only for the purpose of transporting clients to and from the adult day health care center(s) and related transportation of program participants under contract with the Area Agency. Any additional services require approval from the Area Agency.
- b. Contractor will maintain full and complete records of all passenger trips including but not limited to: program/service of trip, date and time duration of trip, driver name, each passenger's name.

2. FACILITY(S) Such services will be provided at the Contractor's site(s) unless the Contractor requests and Area Agency approves expansion to an additional site(s).

3. VEHICLE MAINTENANCE

- a. Operations. The Contractor shall maintain sole responsibility for all costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
- b. Maintenance. The Contractor shall abide by the manufacturer's warranty and recommended schedule of maintenance, at a minimum, and keep written verification of completion of all maintenance. The Contractor shall also ensure that the vehicle is cleaned regularly. Maintenance records and vehicle appearance are subject to review by the Area Agency upon request. Semi-annually on January 15 and July 15, the Area Agency will receive a copy of the maintenance records with attached invoices for each vehicle. If Federal Inspection is required for the vehicle(s), then proof of Inspection will be required.
- c. Alterations of Vehicle. The Contractor shall have the opportunity to display signage of a removable nature on the vehicle(s), all signage must be approved by the Area Agency. Contractor will make no other changes to the leased vehicle(s) without first obtaining the written consent of the Area Agency. The Contractor shall not make any alterations, additions, or improvements to the vehicle(s), which detract from its economic value or functional utility.
- d. Liability, Location. The Area Agency is not responsible for any losses or injuries caused by use of the vehicle(s). The Contractor agrees to maintain records showing the location of each vehicle. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle(s) or operator thereof during the initial term, or any renewal term. The Contractor shall not permit the vehicle(s) to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy. The Contractor shall notify the Area Agency within 24 hours of any incident/accident involving the vehicle(s). The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents involving the vehicle(s). The Contractor shall forward to the Area Agency a copy of every demand, notice, summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving vehicle(s).
- e. Accidents / Damage. In the event the leased vehicle is involved in an accident or is vandalized, Contractor must:
 - i. report the incident to the Area Agency within twenty-four (24) hours by email, fax or telephone.
 - ii. submit a written report of the incident to the Area Agency within three (3) business days

- iii. make all repairs and restorations and shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
4. **PERSONNEL REQUIREMENTS** Contractor shall specifically certify staff as competent to operate the vehicle(s) as required by law and the following minimum standards:
- a. Valid Driver's License. All vehicle operators will have a valid Arizona drivers license, a copy which will be on file with the Contractor and which may be subject to inspection by the Area Agency. If a CDL (Commercial Drivers License) is required for vehicle operation it will also be required to be on file for inspection.
 - b. Motor Vehicle Report. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
 - c. Driver Training. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
5. **EVALUATION & MONITORING** Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).



CITY COUNCIL REPORT

SUBJECT:

Amendment No.4 to the Construction Manager at Risk Agreement - Sundt Construction

MEETING DATE:

August 1, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve Amendment No.4 to the Construction Manager at Risk (CMAR) Agreement with Sundt Construction, Inc. approving construction change orders and revising the final completion dates for the infrastructure, American Sports Center, and retail portion of the City Center/American Sports Center project in the amount of \$392,371 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The American Sports Center, retail buildings and associated infrastructure have been constructed. The approval of Amendment No.4 of the CMAR Agreement with Sundt Construction, Inc. will authorize payment for change order items over and above the original contract amount. While the work was completed by June 30, 2011, punchlist items remain. Therefore, the final completion dates for the infrastructure and ASC is August 3, 2011 and for the retail buildings is August 17, 2011.

DISCUSSION:

The majority of the change order requests were related to the infrastructure. A detailed list of the change orders is attached as Exhibit 1 to the CMAR Amendment No. 4. More than half of the \$266,909 in infrastructure change orders was to install dry utilities, consisting of gas, electric and phone lines. The infrastructure change orders total 5% of the original contract amount of \$5,087,312.

Change order requests for ASC and the retail buildings totaled \$42,742 (0.5% of the original contract amount) and \$48,501 (1.4% of the original contract amount), respectively.

All of the change orders are for work that was added during construction and not anticipated in the original GMP.

BUDGETARY IMPACT:

Funding for this amendment is available in the following line items from the FY10-11 budget:

- \$ 252,760 in CIP Parks Fund Line Item 310-1119-00-8210
- \$ 52,586 in CIP Streets Fund Line Item 304-1261-00-8420
- \$ 11,237 in CIP Sewer Fund Line Item 513-1261-00-8610
- \$ 75,788 in CIP Water Fund Line Item 514-1261-00-8520

Total funds obligated or expended to date for the infrastructure, ASC facility, and the retail building construction are within budget estimates.

PROJECT SCHEDULE:

The City Center infrastructure and American Sports Center construction final completion dates are August 3, 2011. Final completion for the retail buildings is scheduled for August 17, 2011.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No.4 to the Construction Manager at Risk (CMAR) Agreement with Sundt Construction, Inc. in the amount of \$392,371, amend the final completion dates as outlined in Amendment No. 4, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [CMAR - Amendment #4](#)

**FOURTH AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
SUNDT CONSTRUCTION, INC.**

THIS FOURTH AMENDMENT TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Fourth Amendment") is made as of August 1, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Sundt Construction, Inc., an Arizona corporation (the "Construction Manager").

RECITALS:

A. The City and the Construction Manager entered into that certain Construction Manager At Risk Agreement, dated July 20, 2009, for design phase assistance and complete construction services for public infrastructure improvements and an approximately 83,000 SF multi-purpose recreational facility (the "Original Agreement") in the Avondale City Center area.

B. The Original Agreement was amended three times, (i) on November 16, 2009, to approve the GMP for the Public Infrastructure Work (the "First Amendment"), (ii) on January 4, 2010, to (a) approve the GMP for the Facility Work and (b) amend the Construction Manager's pre-construction responsibilities to include certain services related to the Retail Component (the "Second Amendment") and (iii) on July 5, 2010, to add the Retail Work to the scope of the Agreement and to approve a GMP for the Retail Work (the "Third Amendment"). The Original Agreement, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to herein as the "Agreement." Unless otherwise set forth herein, all capitalized terms used in this Fourth Amendment shall have the meanings ascribed to them in the Agreement.

C. The City and the Construction Manager desire to (i) address all of the Change Orders approved by the parties, (ii) adjust GMPs for each category of Work and (iii) establish Final Completion Dates.

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 Construction Manager hereby agree as follows:

1. Change Orders Approved. Pursuant to Article 9 of the Agreement, the Change Orders set forth in Exhibit 1, attached hereto and incorporated herein by reference, are hereby approved and accepted by the City and the Construction Manager.

2. GMP Increases.

a. Infrastructure GMP. As consideration for those Change Order items attributable to the Public Infrastructure Work, the Infrastructure GMP is hereby increased by \$301,128.00 from \$5,087,312.00 to \$5,388,440.00. The Infrastructure GMP, as amended by this Fourth Amendment, is the total compensation from the City to the Construction Manager for its fee and for the performance of the Infrastructure Work in accordance with Contract Documents set forth in the Agreement.

b. Facility GMP. As consideration for those Change Order items attributable to the Facility Work, the Facility GMP is hereby increased by \$42,742.00 from \$7,798,990.00 to \$7,841,732.00. The Facility GMP, as amended by this Fourth Amendment, is the total compensation from the City to the Construction Manager for its fee and for the performance of the Facility Work in accordance with Contract Documents set forth in the Agreement.

c. Retail GMP. As consideration for those Change Order items attributable to the Retail Work, the Retail GMP is hereby increased by \$48,501.00 from \$3,557,979.00 to \$3,606,480.00. The Retail GMP, as amended by this Fourth Amendment, is the total compensation from the City to the Construction Manager for its fee and for the performance of the Retail Work in accordance with Contract Documents set forth in the Agreement.

3. Final Completion Dates Established.

a. Infrastructure Work. The Date of Final Completion of the Infrastructure Work is hereby established as August 3, 2011 (the "Infrastructure Final Completion Date").

b. Facility Work. The Date of Final Completion of the Facility Work is hereby established as August 3, 2011 (the "Facility Final Completion Date").

c. Retail Work. The Date of Final Completion of the Retail Work is hereby established as August 17, 2011 (the "Retail Final Completion Date").

4. Park Walls Extended Warranty. Notwithstanding anything to the contrary contained in Section 3.7 of the Agreement, Construction Manager agrees to provide an extended warranty for any and all park walls located generally along Park Avenue, extending for three years from the date of substantial completion of the infrastructure, November 1, 2010, and expiring on October 31, 2013. The warranty described herein shall cover any joint sealing and coating of the park walls located generally along Park Avenue. The Construction Manager and the City shall jointly conduct inspections every six months to determine whether warranty repairs arising under this section shall be necessary. In the case of any disagreement as to the necessity of such repairs, the City shall make the final determination in its sole and absolute discretion. Nothing in this Section shall in any way reduce or eliminate any obligations of the Construction Manager arising under Section 3.7 of the Agreement.

5. Agreement Affirmed and Ratified. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this Fourth Amendment, the Construction Manager affirmatively asserts that (a) the City is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of the Agreement and (b) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fourth Amendment are forever waived.

7. Conflicts of Interest. This Fourth Amendment and the Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year first written above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Construction Manager”

SUNDT CONSTRUCTION, INC.
an Arizona corporation

By: 

Name: Martin R. Hedlund

Title: Sr. Vice President

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before 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 July 28, 2011,
by Martin K. Hevins, the Sr. Vice President of SUNDT
CONSTRUCTION, INC., an Arizona corporation, on behalf of the corporation.

Diana M. Macias
Notary Public in and for the State of ARIZONA

My Commission Expires:

12/20/2014

**EXHIBIT 1
TO
FOURTH AMENDMENT
TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SUNDT CONSTRUCTION, INC.**

[Change Order Summary]

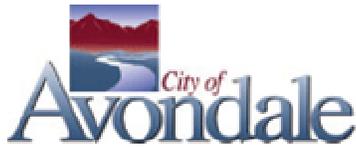
See following pages.

**COR Summary
ACC**

COR	Description	Approval	Infrastructure	ASC	Retail	Comments
1	Incorp 100% Infra Plans	4/26/2010	\$ 51,232			
3	Residential Services	9/2/2010	\$ 36,488			
4	Dry utility installation	6/2/2010	\$ 178,113			
7	Storm Drain Laterals	9/2/2010	\$ 10,731			
8	Tree grates	7/21/2010	\$ (30,728)			Joel Witt had initially increased the Owner's allowance by the amount of the credit (COR 5). This COR reflects the City's request to reduce the contract amount.
9	Sanitary Sewer Stub	7/21/2010	\$ -			Sundt absorbed the cost - CLOSED
10	Temp Parking Lot/landscape	Approved		\$ -		This CO was signed off by Joel and Sue on or around 10/5/10. \$0 change.
11	Ductile Iron Substitution	9/14/2010			\$ 11,237	
12	Park area revision	9/15/2010	\$ 9,231			
13	Delete fiber duct	9/15/2010	\$ (8,912)			Credit to City
15	FH relocation - Park Ave	2/17/2011	\$ 10,000			
16R1	100% Plans	5/25/2011			\$ 9,312	Revised from original amount of \$145,897
17	Basketball curtain	6/14/2011		\$ 6,380		
19	Rails at drinking fountains	2/17/2011		\$ 1,568		
20	Revise water line feeds	2/17/2011			\$ 24,318	Note, this is a retail item
21	Grease interceptor redesign	3/16/2011		\$ 13,798		
24	Revise tree receptacles	1/11/2011	\$ 5,501			
27	2 pedestal pushbuttons	5/12/2011	\$ 3,390			City supplied equipment. Installation only.
29	Boring to connect CCE	4/28/2011	\$ 20,109			
30	Increase kitchen countertops	6/15/2011		\$ 8,070		
31	Kitchen shop drwg review	6/2/2011		\$ 10,496		
32R1	Striping and signing	7/12/2011	\$ 1,540			
33	Entry lantern circuit	6/2/2011		\$ 1,453		
34R1	Tree receptacle revisions	6/14/2011	\$ 4,219			
36	Rubber vented cove base	6/2/2011		\$ 7,484		
37R1	Bonding of roof steel	7/19/2011		\$ 6,905		
38R1	Relocate fire hydrant - SRP	6/9/2011	\$ 4,982			
41R1	Punch list signage	6/6/2011	\$ 5,292			
48	Bldg D plumbing revision	4/28/2011			\$ 2,271	
49R1	Add electrical underground	7/12/2011			\$ 9,689	
50	Delete accessible push plate	6/2/2011			\$ -	
52	Add/demo s/w at E. side 114th	3/23/2011	\$ 14,247			
53R1	Concrete paving not per plans	5/25/2011	\$ (581)			
54	Add type BE fixture ILO type D	4/28/2011			\$ 1,056	
55	Emergency lights in utility rms	4/28/2011			\$ 1,199	
56	Asphalt deficiencies - credit	4/28/2011	\$ (6,240)			
57	Delete east gate - credit	4/28/2011		\$ (435)		
58	RTL schedule extension	4/4/2011			\$ -	2 calendar days (weather)
59	High Canopies	4/28/2011			\$ 4,254	
61	Add as-built cabinets	6/14/2011			\$ 2,162	
62	Delete Patio fence bldg B	7/13/2011			\$ (2,852)	
63	Credit bench and bike racks	7/13/2011	\$ (7,486)			
64	Remaining owner Allowances	7/13/2011			\$ (14,145)	
65	Remaining owner Allowances	7/13/2011		\$ (12,977)		
			\$ 301,128	\$ 42,742	\$ 48,501	\$ 392,371

Detailed descriptions of the change orders listed above are on file in the City Engineer's office.

Streets (304-1261-00-8420)	\$ 52,586
Parks (310-1119-00-8210)	\$ 252,760
Water (514-1261-00-8610)	\$ 75,788
Sewer (513-1261-00-8520)	\$ 11,237
	<u>\$ 392,371</u>



CITY COUNCIL REPORT

SUBJECT:

Resolution 2996-811 - FY 2011-2012 Arizona
Department of Public Safety Victims Of Crime Act
Grant

MEETING DATE:

August 1, 2011

TO: Mayor and Council

FROM: Janeen K. Gaskins, Grants Administrator (623) 333-1025

THROUGH: Rogene Hill, Assistant City Manager

PURPOSE:

Staff is requesting that the City Council authorize the acceptance of the Arizona Department of Public Safety Victims Of Crime Act grant award for \$40,847 with a city match requirement of \$10,212.

BACKGROUND:

The Police Department applied for the Arizona Department of Public Safety Victims Of Crime Act grant in March 2011. The primary purpose of the request was to provide staff support for persons who have suffered physical, sexual, financial, or emotional harm resulting from the commission of a crime. The City of Avondale has received this grant previously and is familiar with the grant requirements.

DISCUSSION:

On June 2, 2011 the City of Avondale received notification from the Arizona Department of Public Safety that the request for grant funding was awarded in the amount of \$51,059. This grant funding will allow for continued victim services to the citizens of Avondale. The majority of the funding will be used for staff salaries and the remainder will be used for operating costs associated with grant related job functions.

BUDGETARY IMPACT:

The Victims of Crime Act grant requires a city match in the amount of \$10,212. The Police Department has allocated match funding in the 2011-2012 budget.

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution authorizing the acceptance of the Arizona Department of Public Safety Victims Of Crime Act grant award for \$40,847 with a city match requirement of \$10,212.

ATTACHMENTS:

Click to download

 [Resolution 2996-811](#)

RESOLUTION NO. 2996-811

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE ACCEPTANCE OF A VICTIM ASSISTANCE GRANT AWARD FROM THE STATE OF ARIZONA DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, the State of Arizona Department of Public Safety (“DPS”) has awarded the City of Avondale (the “City”) a Victim Assistance Grant Award (the “Grant”) in the amount of \$40,847; and

WHEREAS, the Grant award requires a local match by the City of \$10,212; and

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds and authorize the expenditure of the local matching funds.

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 Subgrant Award Agreement (the “Agreement”) between the City and DPS is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The expenditure of the local cash match in the amount of \$10,212, as required by the Agreement, is hereby approved.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the 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, August 1, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2996-811

[Subgrant Award Agreement]

See following pages.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM

FEDERAL GRANT #2010-VA-GX-0064

CFDA #16-575

SUBGRANT AWARD AGREEMENT

SUBGRANTEE

AGENCY: Avondale Police Department

ADDRESS: 11485 W. Civic Center Drive

CITY: Avondale STATE: AZ ZIP: 85323-6800

2011/2012 AWARD AMOUNT: \$40,847

2011/2012 REQUIRED MATCH (NON-FEDERAL SOURCE): \$10,212

PROJECT PERIOD: 07/01/2011 to 06/30/2012

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 U.S.C. 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subgrantee to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subgrantee's agreement or amended agreement(s) are incorporated by reference into this Sub-Grant Award Agreement.

This award is subject to agreement by the subgrantee, including any DPS VOCA-funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984, the victim assistance grant program guidelines, Office of Victims of Crime (OVC), the subgrantee's application, the attached general conditions and applicable special conditions, the Office of Justice Programs (OJP) manual 7100.1c, "Financial Guide (most recent version)", and OMB circulars A-87, A-102, A-110, A-122, A-133, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments as codified by the Department of Justice, all of which are incorporated by reference as if fully stated herein.

Subgrantees, and all its contractors, will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subpart 1 and Department of Justice regulations on disability discrimination, Part 35.

The Arizona Department of Public Safety agrees to pay subgrantee the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

- 1.0 Definition of Terms.** As used in this sub-grant award agreement, the terms listed below are defined as follows:
- 1.1 “Agreement” means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
- 1.2 “Agreement Amendment” means a written online document approved by the Arizona Department of Public Safety that is requested by the Sub-recipient agency for the purpose of making changes in the agreement.
- 1.3 “Application” means a written online Request for Grant Application (RFGA).
- 1.4 “Days” means calendar days unless otherwise specified.
- 1.5 “Direct Service” means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
- 1.6 “Director” means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
- 1.7 “DPS” means the Arizona Department of Public Safety.
- 1.8 “Grant” means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
- 1.9 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10 “Match” means additional resources (cash or in-kind) provided by the Sub-recipient to support the DPS VOCA funded project. Cash match must be from a non-Federal source.
- 1.11 “Project” means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this sub-grant award agreement only.
- 1.12 “Services” means the furnishing of labor, time or effort by a Sub-recipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
- 1.13 “State” means the State of Arizona and Department or Agency of the State that executes the sub-grant award agreement.
- 1.14 “Sub-grant award agreement” means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
- 1.15 “Sub-recipient” means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.
- 1.16 “VOCA” means Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601, et seq.

2.0 Sub-grant award agreement interpretation.

- 2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.
- 2.2 Sub-grant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the sub-grant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.11.1 Special Conditions;
 - 2.11.2 General Conditions;
 - 2.11.3 DPS / VOCA Guidelines;
 - 2.11.4 Federal VOCA Guidelines; OJP Financial Guide; and applicable OMB circulars
- 2.12 Relationship of parties. The Sub-recipient under this sub-grant award agreement is an independent Sub-recipient. Neither party to this sub-grant award agreement shall be deemed to be the employee or agent of the other party to the sub-grant award agreement.
- 2.13 Severability. The provisions of this sub-grant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the sub-grant award agreement.
- 2.14 No parol evidence. This sub-grant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.6 No waiver. Either party's failure to insist on strict performance of any condition of the sub-grant award agreement shall not be deemed a waiver of that 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.

3.0 Sub-grant award agreement administration and operation.

- 3.1 Non-Discrimination. The Sub-recipient shall comply with State Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

In the event a federal or state court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age or handicap against the agency, the Sub-recipient shall forward a copy of the finding to the Office of Justice Programs, Office of Civil Rights and DPS.

- 3.2 Certification Regarding Lobbying. Sub-recipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 must certify that no Federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, Sub-recipient agencies must disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.
- 3.3 Required reports. The Sub-recipient will submit reports on such data in such form and at such times as required by DPS, to include:
- 3.3.1 Monthly financial report due the 15th of each month;
 - 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
 - 3.3.3 Annual narrative report due 30 days following the close of the grant period;
 - 3.3.4 DPS Crime Victim Services survey due annually upon request; and

- 3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period. Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.
- 3.4 Records. The Sub-recipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award for a period of at least five years following the closure of the most recent audit report and, with a 24-hour notice, will allow DPS to review all of the Sub-recipient's records concerning this grant project.
- 3.5 Capital equipment. The Sub-recipient shall retain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this sub-grant award agreement for a period of no less than five years from the date of purchase. The Sub-recipient shall submit a copy of the invoice, which includes the serial number of the item to DPS within thirty days of purchase. All capital equipment and furniture must be used for victim services as identified in the Sub-recipient's application and this sub-grant award agreement. Any deviation from this provision must be approved in writing by DPS. If a violation exists within the five-year period, DPS may gain possession of any capital equipment or furniture listed in this sub-grant award agreement, and may redistribute those item(s) to another Sub-recipient for victim services use.
- 3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a Sub-recipient purchases ownership with support through this sub-grant award agreement.
- 3.7 Research or statistical information. The Sub-recipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 Site inspections. The continuance of the Sub-recipient's sub-grant award agreement is contingent upon successful completion of random or for-cause inspections.
- 3.9 Audit requirements. The Sub-recipient shall comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the DPS VOCA guidelines. If an audit is required, a copy of that audit shall be sent to the DPS Crime Victim Services Unit.
- 3.10 Sub-grant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 4.0 Cost and Payments.**
- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 Compliance. Failure of the Sub-recipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget will be subject to immediate cancellation. The Sub-recipient will not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The Sub-recipient agrees to reimburse DPS for any VOCA funds the Sub-recipient expends that are not in full compliance with this sub-grant award agreement.
- 4.3 No charge to victims. Sub-recipients must provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.

- 4.4 On-call time. The Sub-recipient will not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 U.S.C. 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.6 Mandated services. The Sub-recipient will not utilize VOCA funds to support legally mandated services.
- 4.7 Funds management. The Sub-recipient will provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.8 Unexpended funds. The Sub-recipient will immediately contact DPS to make arrangements to amend their budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.9 Matching funds. The Sub-recipient will commit, track and report matching funds at approximately the same percentage rate as expenditures. The Sub-recipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The sub-grant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.
- 5.0 Sub-grant Award Agreement Changes.**
- 5.1 Agreement Amendment. This sub-grant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The Sub-recipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the Sub-recipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the Sub-recipient's application must be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The Sub-recipient shall not enter into any subcontract under this sub-grant award agreement without the advance written approval of DPS. The Sub-recipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this sub-grant award agreement.
- 6.0 Indemnification.**
- Sub-recipient Indemnification. The parties to this sub-grant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Sub-recipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 7.0 Grant Remedies.**

- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the Sub-recipient does not intend to, or is unable to perform or continue performing under this sub-grant award agreement, DPS may demand in writing that the Sub-recipient give a written assurance of intent to perform. Failure by the Sub-recipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the sub-grant award agreement under the General Conditions or other rights and remedies available by law or provided by the sub-grant award agreement.
- 7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the Sub-recipient must submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the Sub-recipient must submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.
- 8.0 Grant Termination.**
- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the Sub-recipient receives written notice of the cancellation unless the notice specifies a later time. If the Sub-recipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the cancellation notification.
- 8.2 Gratuities. DPS may, by written notice, terminate this sub-grant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the Sub-recipient or a representative of the Sub-recipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the sub-grant award agreement, an amendment to the sub-grant award agreement, or favorable treatment concerning the sub-grant award agreement, including the making of any determination or decision about sub-grant award agreement performance. DPS, 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 Sub-recipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the Sub-recipient, immediately terminate this sub-grant award agreement if DPS determines that the Sub-recipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a sub-grant award agreement shall attest that the Sub-recipient is not currently suspended or debarred. If the Sub-recipient becomes suspended or debarred, the Sub-recipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the sub-grant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the Sub-recipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contact, DPS may terminate the sub-grant award agreement in whole or in part due to the failure of the Sub-recipient to comply with any term or condition of the sub-grant award agreement or to make satisfactory progress in performing the sub-grant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contact start date, 40% within 7 months, and 70% within 10 months. DPS shall provide written notice of the termination and the reasons for termination to the Sub-recipient. In the event of termination under this paragraph, any unexpended funds received by the Sub-recipient must be reverted within 30 days of the termination notification. The Sub-recipient has the option to appeal within

20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.

8.6 Continuation of performance through termination. The Sub-recipient shall continue to perform, in accordance with the requirements of the sub-grant award agreement, up to the date of termination, as directed in the termination notice.

8.7 Termination by Sub-recipient. Upon written notice to DPS, the Sub-recipient may cancel this sub-grant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this sub-grant award agreement agree to resolve all disputes arising out of or relating to this sub-grant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements.

10.1 Collaboration. The Sub-recipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.

10.2 Demographics. The Sub-recipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.

10.3 Key staff changes. The Sub-recipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.

10.4 Vacancies. The Sub-recipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.

10.5 Surveys. The Sub-recipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Lykert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).

10.6 Victim Compensation. The Sub-recipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The Sub-recipient agrees to designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator must have received victim compensation training through the county attorney's office. If training has not been received, the Sub-recipient agrees to arrange for and attend training within 90 days from the first day of this sub-grant award agreement or 90 days after reassignment of new staff in this role.

10.7 Victims' Rights. The Sub-recipient agrees to notify victims of Victims' Rights (A.R.S. 13-4401, et seq.) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Non-criminal justice agencies will track their success ratio introducing victims to the criminal justice system in a verifiable manner. Non-criminal justice agencies will ensure that all DPS-VOCA funded staff and their first line supervisor have received victims' rights training from a criminal justice agency.

10.8 Volunteers. The Sub-recipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. Volunteer use is a current and ongoing requirement for all projects.

10.9 Sudan and Iran Investments. The Sub-recipient agrees to comply with ARS 35-391 and ARS 35-393, and therefore has no scrutinized business operation investments in Sudan and Iran.

**2011 - 2012
APPROVED BUDGET**

Budget line items:	Federal	Match	Total
Salaries and Wages	\$31,997	\$ 7,999	\$39,996
Fringe Benefits	\$ 8,850	\$ 2,213	\$11,063
Travel	\$ 0	\$ 0	\$ 0
Professional/Outside Services	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0
Other Operating	\$ 0	\$ 0	\$ 0
Total	\$40,847	\$10,212	\$51,059

For the Arizona Department of Public Safety:

Robert C. Halliday, Colonel
Director
Arizona Department of Public Safety

Date

Legal Section
Approved as to Form

For the Subgrantee:

Project Director:

Signature: _____
Kevin Kotsur, Chief of Police

Date: _____

Authorizing Official:

Signature: _____
Charlie McClendon, City Manager

Date: _____

Approved as to form:

Attorney for Subgrantee (optional)



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

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

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NOT APPLICABLE

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Disclosure of Lobbying Activities

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for instructions.)

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):	

11. Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NOT APPLICABLE

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (1/96)

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

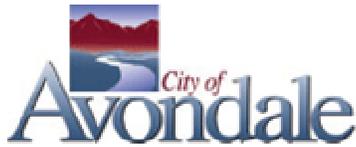
Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization



CITY COUNCIL REPORT

SUBJECT:
Resolution 2994-811 - Fee Schedule for Fiscal
Year 2011-2012

MEETING DATE:
August 1, 2011

TO: Mayor and Council
FROM: Kevin Artz, Finance & Budget Director (623) 333-2011
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council adopt rates and fees that are set by City Council resolution for fiscal year 2011-2012 .

BACKGROUND:

The City of Avondale collects fees, fines and charges for a number of services and tangibles that are intended to help defray the costs of providing City services. Some fees are defined and set within the Avondale Municipal Code, however, many of these fees, fines and charges are administrative in nature and the City Code provides for a process to set the fees by City Council resolution or through the annual budget process. Each year the Council sets most rates, fees and charges through the annual budget process and the fee schedule is included within the budget review materials and adopted with the resolution to adopt the City's final budget.

DISCUSSION:

Per A.R.S. § 9-499-15, the City is required to publish notice of any new rate or fee or changes to rates and fees on the homepage of the City's website for a minimum of sixty (60) days. The City did post the required notification of the City's fee schedule adoption for at least sixty days. The following is a list of fees, rates or charges that are new or amended.

Fee/Rate/Charge	New Amount
<i>Due to new uses and activity requiring review and/or permitting by the City's Fire Marshal, these fees have been added:</i>	
Fire Marshal Review of Code Modification Request	\$100 per hour
Temporary Use and Operational Permit - Commercial Fireworks retail sales	\$200
Temporary Use and Operational Permit - Fuel Tank & Dispensing	\$100
Temporary Use and Operational Permit - Motor Vehicle Fueling from Tank Vehicles	\$200
Temporary Use and Operational Permit - LP Gas Use for Flame Effects	\$250
<i>Based on the City Council approved amendment to the Zoning Ordinance Section 5, Special Districts on December 13, 2010</i>	
MSED District Rezoning	\$1,750 + \$70 per acre
<i>Engineering Plan Review Fees</i>	
Building Engineering Plan Review	\$120 per hour
Storm Water Pollution Prevention Plan Report	\$120 per hour
Fourth and Subsequent review of plans	\$475/sheet plus \$200/hour

GER Standards Deviation Application processing	\$125
GER Standards Deviation Review	\$200
<i>Increase in Site Plan/Design Review</i>	
Minor Site Plan/Design Review	\$1,175 ea plus \$30 per acre
Major Site Plan/Design Review	\$1,350 ea plus \$50 per acre
<i>Based on the City Council approved amendment to the Avondale Alarm System Ordinance Section 20-34 on January 3, 2011</i>	
Alarm System Annual Registration and Renewal	\$25

BUDGETARY IMPACT:

These rates, fees and fines are the basis for a number of the revenue estimates included with the fiscal year 2011-2012 annual budget.

RECOMMENDATION:

Staff recommends that the Council adopt a resolution setting the FY 2011-12 fee schedule.

ATTACHMENTS:

Click to download

 [Resolution 2994-811](#)

RESOLUTION NO. 2994-811

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FEE SCHEDULE FOR VARIOUS CITY SERVICES FOR FISCAL YEAR 2011-12.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The fee schedule attached hereto as Exhibit A and incorporated herein by reference is hereby adopted.

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, August 1, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2994-811

[Fee Schedule]

See following pages.

City of Avondale Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
General Fees			
Fee			
All Users	Facility Rental	\$25.00	Per Hour
All Users	Facility Rental	\$100.00	Deposit
All Users	Facility Rental - After Hours	\$65.00	Per Reservation
All Users	Annexation	\$4,000.00	Deposit
All Users	Copies	\$0.25	Per Page
All Users	Copies - Color	\$1.25	Per Page
All Users	Copies - Information CD	\$5.00	Each
All Users	Fire Records Report	\$5.00	Per Report
All Users	Notary	\$2.00	Per Signature
All Users	NSF Check Fee	\$25.00	Each
All Users	Recording - General Documents, Governmental Agencies	\$7.00	Per Recording
All Users	Recording - Maps and Plats, Governmental Agencies, first sheet	\$14.00	Per Recording
All Users	Recording - Maps and Plats, Governmental Agencies, for each sheet after the first	\$10.00	Per Sheet
All Users	Recording - General Documents, Governmental Agencies, for each page over 5	\$0.50	Per Page
Passport Fee			
All Users	Passport Application Processing	\$25.00	Per Application
All Users	Passport Photo Fees	\$13.00	Each
Licenses Fees			
License			
All Users	Business License	\$25.00	Processing
All Users	Business License	\$40.00	Annual
All Users	Special Event Business	\$15.00	Per Day
All Users	Sexually Oriented Business Application fee	\$250.00	Per License
All Users	Sexually Oriented Business Annual Fee	\$600.00	Per License
All Users	Sexually Oriented Business Employee Application Fee	\$100.00	Per License
All Users	Sexually Oriented Business Employee Annual Fee	\$200.00	Per License

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Licenses Fees			
License			
All Users	Background Check Fee for Peddlers and SOB Licenses	\$24.00	Per License
Liquor License			
All Users	Liquor License Application Fee (All Series)	\$250.00	Per License
All Users	Liquor License Issuance Fee (All Series)	\$500.00	Per License
All Users	Liquor License Annual Fee - Series 1 (In State Producer)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 3 (Microbrewery)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 6 (Bar)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 7 (Beer and Wine Bar)	\$400.00	Per License
All Users	Liquor License Annual Fee - Series 9 (Liquor Store)	\$400.00	Per License
All Users	Liquor License Annual Fee - Series 10 (Beer and Wine Store)	\$200.00	Per License
All Users	Liquor License Annual Fee - Series 11 (Hotel/Motel)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 12 (Restaurant)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 13 (Domestic Farm Winery)	\$600.00	Per License
All Users	Liquor License Annual Fee - Series 14 (Private Club)	\$200.00	Per License
All Users	Special Event Liquor License	\$25.00	Per Day
Planning/Permitting			
Administrative			
All Users	Medical Marijuana Dispensary and Cultivation Permit	\$450.00	Each
All Users	Group Home Site Review	\$150.00	Each
All Users	Zoning Verification Letter	\$125.00	Each
All Users	Zoning Interpretation Letter	\$175.00	Each
All Users	Manufactured/Modular Building	\$75.00	Each
All Users	Seasonal Sales Permit	\$175.00	Per Permit
All Users	Administrative Relief (Residential)	\$200.00	Each
All Users	Administrative Relief (Commercial)	\$450.00	Each
All Users	Appeals	\$300.00	Each

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Planning/Permitting			
Conditional Use Permit			
All Users	Conditional Use Permit	\$1,225.00	Per Permit
All Users	CUP Unauthorized Use	\$2,450.00	Each
All Users	CUP Extension		50% of current fee
General Plan & Specific Plan			
All Users	Major Text Amendment	\$875.00	Each
All Users	Minor Text Amendment	\$875.00	Each
All Users	Major Map Amendment	\$875.00	Each
All Users	Major Map Amendment	\$53.00	Per Acre
All Users	Minor Map Amendment	\$875.00	Each
All Users	Minor Map Amendment	\$53.00	Per Acre
Miscellaneous			
All Users	Development Agreement	\$500.00	Each
All Users	Applicant Initiated Continuance	\$500.00	Each
All Users	Copies - Full Size (24" x 36")	\$3.00	Per Page
All Users	Copies (8.5" x 11")	\$0.25	Per Page
All Users	Planner Consultation	\$45.00	Per Hour
Plat/Subdivision/Land Division			
All Users	Preliminary Plat	\$1,750.00	Each
All Users	Preliminary Plat	\$9.00	Per Lot
All Users	Preliminary Plat Extension		50% of current fee
All Users	Preliminary Plat Amendment		50% of current fee
All Users	Final Plat	\$975.00	Each
All Users	Final Plat	\$9.00	Per Lot
All Users	Final Plat Amendment/Replat		50% of current fee
All Users	Minor Land Division	\$450.00	Each
All Users	Map of Dedication	\$350.00	Each
All Users	Single Family House Product Plan Review	\$25.00	Per Lot
Pre-Application Meeting			
All Users	Planner Pre-Application Meeting	\$150.00	Each
All Users	Team Pre-Application Meeting	\$300.00	Each
All Users	Planner Consultation	\$45.00	Per Hour

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Planning/Permitting			
Public Notification Fees			
All Users	Required Publications		Current WVV Rate Provided by Applicant
All Users	Required Postings		Provided by Applicant
All Users	Required Property Owner Notifications		Provided by Applicant
Publication			
All Users	As-Builts	\$3.00	Per Sheet
All Users	As-Builts	\$5.00	Per Disc
All Users	Zoning Ordinance	\$30.00	Each
All Users	Subdivision Ordinance	\$10.00	Each
All Users	General Plan	\$30.00	Each
All Users	General Plan Map	\$10.00	Each
All Users	Specific Area Plans/Other Plans	\$20.00	Each
All Users	Zoning Atlas	\$10.00	Each
All Users	Estrella Foothills/South Avondale CD Atlas	\$10.00	Each
All Users	Development Progress Map	\$20.00	Each
All Users	Design Manuals	\$20.00	Each
All Users	Design Manual CD	\$10.00	Each
All Users	General Engineering Requirements	\$25.00	Each
All Users	MAG Supplemental	\$30.00	Each
All Users	Documents placed on CD	\$5.00	Each
Rezoning			
All Users	MSED District	\$70.00	Per Acre
All Users	MSED District	\$1,750.00	Each
All Users	Rezoning - Single Family	\$1,050.00	Each
All Users	Rezoning - Single Family	\$53.00	Per Acre
All Users	Rezoning - Multi-family	\$1,050.00	Each
All Users	Rezoning - Multi-family	\$70.00	Per Acre
All Users	Rezoning - Non Residential	\$1,400.00	Each
All Users	Rezoning - Non Residential	\$70.00	Per Acre
All Users	Rezoning PAD (Commercial/Residential)	\$1,750.00	Each
All Users	Rezoning PAD (Commercial/Residential)	\$70.00	Per Acre
All Users	Rezoning CC (City Center)	\$1,750.00	Each
All Users	Rezoning CC (City Center)	\$70.00	Per Acre
All Users	Zoning Ordinance Text Amendment	\$875.00	Each

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Planning/Permitting			
Rezoning			
All Users	Overlay District	\$1,225.00	Each
All Users	Overlay District	\$70.00	Per Acre
All Users	Overlay District Extension		50% of current fee
All Users	PAD Extension or Amendment		50% of current fee
All Users	Major PAD Amendment		50% of current fee
All Users	Minor PAD Amendment		50% of current fee
Sign Review			
All Users	Permanent Sign (Plan Review Fee + s.f. cost)	\$30.00	Each
All Users	Permanent Sign (Electrical; Per Sign)	\$40.00	Each
All Users	Permanent Sign (Unauthorized Installation)		Double Applicable Fee
All Users	Temporary Sign	\$30.00	Each
All Users	Square Foot Cost: 0-31 s.f.	\$70.00	Each
All Users	Square Foot Cost: 32-47 s.f.	\$100.00	Each
All Users	Square Foot Cost: 48+ s.f.	\$150.00	Each
All Users	Comprehensive Sign Package	\$500.00	Each
Site Plan/Design Review			
All Users	Minor Site Plan/Design Review	\$1,175.00	Each
All Users	Minor Site Plan/Design Review	\$30.00	Per Acre
All Users	Major Site Plan/Design Review	\$1,350.00	Each
All Users	Major Site Plan/Design Review	\$50.00	Per Acre
All Users	Site Plan/DR Amendment/Extension		50% of current fee
All Users	Design Review Waiver	\$75.00	Each
Variance			
All Users	Variance - Residential	\$200.00	Each
All Users	Variance - Non Residential	\$1,050.00	Each
All Users	Un-authorized Construction/Installation		Double plan fee
Building Fees			
Administrative			
All Users	Replication of Plans (when legally authorized)	\$50.00	Plus Actual Replication Costs

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Building Fees			
Building Permit			
All Users	Tier A - Total Valuation \$1.00 to \$500	\$50.00	Per Permit
All Users	Tier B - Total Valuation \$501.00 to \$2,000.00 (Includes Tier A)	\$5.00	For each additional \$100.00 or fraction thereof, to and including \$2,000.00
All Users	Tier C - Total Valuation \$2,001.00 to \$25,000.00 (Includes Tiers A & B)	\$14.00	For each additional \$1000.00 or fraction thereof, to and including \$25,000.00
All Users	Tier D - Total Valuation \$25,001.00 to \$50,000.00 (Includes Tiers A, B & C)	\$14.00	For each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
All Users	Tier E - Total Valuation \$50,001.00 to \$100,000.00 (Includes Tiers A, B, C & D)	\$9.00	For each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
All Users	Tier F - Total Valuation \$100,001.00 to \$500,000.00 (Includes Tiers A, B, C, D & E)	\$8.00	For each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
All Users	Tier G - Total Valuation \$500,001.00 to \$1,000,000.00 (Includes Tiers A, B, C, D, E & F)	\$7.00	For each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
All Users	Tier H - Total Valuation \$1,000,000.00 and up (Includes Tiers A, B, C, D, E, F & G)	\$5.00	For each additional \$1,000.00 or fraction thereof
Building Plan Review			
All Users	Additional Reviews as Required	\$100.00	Per Hour
All Users	Annual Renewal of Standard House Plans	\$100.00	Each
All Users	Annual Renewal of Standard Pool Plans	\$50.00	Each
All Users	Building Review Fee		65% of building permit Fee
All Users	Model Home Complex Site Plan Review	\$200.00	Each
All Users	Review of Deferred Submittals (outside consultants)		Actual Cost
All Users	Review of Deferred Submittals (submitted after initial plan review) In-house	\$175.00	Per Submittal

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Building Fees			
Building Plan Review			
All Users	Site Plan Review - Model Home Complex Site	\$200.00	Each
All Users	Site Plan Review (or Revision) for Residential Standard Plan	\$50.00	Each
All Users	Temporary Sales Trailers - Plan Review	\$100.00	Each
All Users	Temporary Trailers - Plan Review	\$100.00	Each
Inspection			
All Users	Appliance/Piece of Equipment Regulated by the Plumbing Code, not classed in any other category	\$40.00	Each
All Users	Certificate of Occupancy for Commercial Buildings	\$100.00	Each
All Users	Certificate of Occupancy for Commercial Shell Buildings	\$100.00	Each
All Users	Certificate of Occupancy for Commercial Tennant Improvement	\$50.00	Each
All Users	Certificate of Occupancy for Residential	\$50.00	Each
All Users	Expedited Plan Review		Double Plan Review Fee
All Users	For Use of Outside Consultants for Inspections		Actual Costs
All Users	For Use of Outside Consultants for Inspections		Actual Costs
All Users	Industrial Waste Pretreatment Interceptor/Trap (Except kitchen-type grease interceptor functioning as a fixture trap)	\$20.00	Each
All Users	Inspections Outside of Normal Business Hours (min. charge - 4 hours)	\$100.00	Per Hour
All Users	Rainwater Systems (inside building)	\$10.00	Per Drain
All Users	Re-inspection Fees	\$100.00	Per Hour
All Users	Request for Certificate of Occupancy for Change of Use Group	\$50.00	Each
All Users	Work Commenced Without Permit		Fees Doubled
Mechanical Permit			
All Users	HVAC/Heating, Venting, and Air Conditioning - Other Than Residential Single-Family (per unit with duct work), each	\$80.00	Per Unit

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Building Fees			
Mechanical Permit			
All Users	HVAC/Heating, Venting, and Air Conditioning - Other Than Residential Single-Family (per unit without ductwork), each	\$50.00	Per Unit
All Users	HVAC/Heating, Venting, and Air Conditioning - Residential, Single Family, Multifamily/hotel/motel	\$40.00	Per Unit or Room
Permits			
All Users	Building Demolition - Accessory Structure	\$25.00	Each
All Users	Building Demolition - Single-Family Residence and Other Structures	\$100.00	Each
All Users	Swimming Pools/Spas - Above Ground	\$50.00	Each
All Users	Swimming Pools/Spas - In-Ground	\$500.00	Each
All Users	Swimming Pools/Spas - Pool with Spa	\$550.00	Each
All Users	Swimming Pools/Spas - Spa or Hot Tub	\$50.00	Each
All Users	Temporary Sales Trailers - Building Permit	\$200.00	Each
All Users	Temporary Trailers - Building Permit	\$200.00	Each
All Users	Temporary Trailers - Generator	\$40.00	Each
All Users	Electrical Permit Fee	\$40.00	Per Permit
All Users	Electrical Permit Fee - Generator, Each	\$40.00	Per Permit
All Users	Electrical Permit Fee - For services of 600 volts or less and not over 200 amperes in rating	\$40.00	Per Permit
All Users	Electrical Permit Fee - For services of 600 volts or less and over 200 amperes in rating	\$80.00	Per Permit
All Users	Electrical Permit Fee - For services over 600 volts or over 1,000 amperes in rating	\$200.00	Per Permit
All Users	Electrical Permit Fee - Multi-Family and Hotels/Motels	\$40.00	Per Unit or Room
All Users	Electrical Permit Fee - Temporary Power Pole and Service	\$40.00	Per Permit
All Users	Mechanical Permit Fee	\$40.00	Per Permit
All Users	Mechanical Permit Fee - Air Conditioning - Residential Single-Family (with or without duct work including associated electrical work)	\$40.00	Per Unit

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Building Fees			
Permits			
All Users	Mechanical Permit Fee - Air Conditioning - Other than Residential Single-Family (with duct work)	\$80.00	Per Unit
All Users	Mechanical Permit Fee - Air Conditioning - Other than Residential Single-Family (without duct work)	\$50.00	Per Unit
All Users	Mechanical Permit Fee - Multi-Family and Hotels/Motels	\$40.00	Per Unit or Room
All Users	Plumbing Permit Fee	\$40.00	Per Permit
All Users	Plumbing Permit Fee - Miscellaneous - Appliance or piece of equipment regulated by the Plumbing Code but not classed in any other categories or for which no other fee is listed	\$40.00	Each
All Users	Plumbing Permit Fee - Multi-Family and Hotels/Motels	\$40.00	Per Unit or Room
All Users	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors	\$25.00	Per Unit
All Users	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Industrial waste pretreatment interceptor	\$20.00	Each
All Users	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Private Sewage Disposal System	\$75.00	Per Unit
All Users	Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Rainwater Systems	\$10.00	Per Drain
Plumbing Permit			
All Users	Multi-family or Hotels/Motels	\$40.00	Each
All Users	Plumbing Permit (except Multi-family/hotels/motels), each	\$40.00	Each
Submittal Fees			
All Users	Commercial - 10,001 - 20,000 Square Feet	\$2,800.00	Each
All Users	Commercial - 20,001 SF and Up	\$5,000.00	Each
All Users	Commercial - Up to 10,000 Square Feet	\$1,600.00	Each
All Users	Single Family Dwelling	\$450.00	Per Plan
All Users	Tenant Improvement - 10,001 SF and Up	\$1,400.00	Each

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Building Fees			
Submittal Fees			
All Users	Tenant Improvement - Up to 10,000 Square Feet	\$250.00	Each
Fire Fees			
Fire Plan Review			
All Users	Administrative Fee	\$50.00	Per Occurrence
All Users	Outsource Review Fee		Actual Cost Per Review
All Users	Plan Review Fee	\$100.00	Per Hour
All Users	Submittal Fee	\$200.00	Per Permit
All Users	Other Fire Code - Expedited plan review (based on staff availability)		Double Review Fee
All Users	Other Fire Code - Revision to previously reviewed plan (one hour minimum)	\$100.00	Per Hour
All Users	Other Fire Code - Fire Marshal review of alternative materials and methods request(one hour minimum)	\$100.00	Per Hour
All Users	Other Fire Code - Fire Marshal review of technical assistance request (one hour minimum)	\$100.00	Per Hour
All Users	Other Fire Code - Fire Marshal Review of Code Modification request	\$100.00	Per Hour
Inspection			
All Users	Fee to conduct institutional inspection for facilities licensed by the State of Arizona	\$100.00	Per Permit
All Users	Other Fire Code - After hours inspections (four hour minimum)	\$100.00	Per Hour
All Users	Other Fire Code - Standby personnel (two hour minimum) (OT \$75.00hr)	\$50.00	Per Hour
All Users	Other Fire Code - Standby personnel (Overtime)	\$75.00	Per Overtime Hour
All Users	Other Fire Code - Re-inspection fee (fee doubles each occurrence per job)	\$100.00	Per Permit
All Users	Other Fire Code - Additional Inspections (two hour minimum)	\$50.00	Per Hour
Permits			
All Users	Annual fee for fire protection equipment contractor permit to do business in the City of Avondale	\$75.00	Per Permit

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Fire Fees			
Permits			
All Users	Annual fee to store, transport on-site, dispense, use or handle hazardous materials in T105.6.21	\$300.00	Per Permit
All Users	Temporary Use and Operational - Amusement Building	\$200.00	Per Permit
All Users	Temporary Use and Operational - Blasting site operations (each 30 day period)	\$250.00	Per Permit
All Users	Temporary Use and Operational - Carnival, Fair, Circus, Haunt or other Public Special Event	\$200.00	Per Permit
All Users	Temporary Use and Operational - Consumer Fireworks retail sales	\$200.00	Per Permit
All Users	Temporary Use and Operational - Each additional tent, canopy, or membrane structure	\$100.00	Per Permit
All Users	Temporary Use and Operational - Exhibits and Trade Show	\$100.00	Per Permit
All Users	Temporary Use and Operational - Fireworks Display - each new location	\$300.00	Per Permit
All Users	Temporary Use and Operational - Fireworks Display - repeat location previously approved	\$200.00	Per Permit
All Users	Temporary Use and Operational - Fuel Tank & Dispensing	\$100.00	Per Permit
All Users	Temporary Use and Operational - LP Gas - Construction site use of containers over 100 lbs.	\$100.00	Per Permit
All Users	Temporary Use and Operational - LP Gas - public special even use of containers over 40 lbs.	\$50.00	Per Permit
All Users	Temporary Use and Operational - LP Gas use for Flame Effects	\$250.00	Per Permit
All Users	Temporary Use and Operational - Motor Vehicle Fueling from Tank Vehicles	\$200.00	Per Permit
All Users	Temporary Use and Operational - Open burning or bon fires	\$50.00	Per Permit
All Users	Temporary Use and Operational - Pyrotechnics Display	\$250.00	Per Permit

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Fire Fees			
Permits			
All Users	Temporary Use and Operational - Single tent, canopy or membrane structure installation	\$200.00	Per Permit
All Users	Temporary Use and Operational - Temporary fire apparatus access road (maximum 120 days)	\$1,000.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation under 5,000 sq.ft.	\$300.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation 5,001 - 10,000 sq. ft.	\$400.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation 10,001 - 50,000 sq.ft.	\$600.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation 50,001 - 100,000 sq. ft.	\$900.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation 100,001 - 150,000 sq.ft.	\$1,200.00	Per Permit
All Users	Fire Alarm & Detection System - New Installation over 150,000 sq. ft.	\$1,500.00	Per Permit
All Users	Fire Alarm & Detection System - Modification (including TI), 1-5 devices	\$100.00	Per Permit
All Users	Fire Alarm & Detection System - Modification (including TI), 6-20 devices	\$200.00	Per Permit
All Users	Fire Alarm & Detection System - Modification (including TI), 21-50 devices	\$400.00	Per Permit
All Users	Fire Alarm & Detection System - Modification (including TI), over 50 devices	\$500.00	Per Permit
All Users	Fire Alarm & Detection System - Modification, new fire alarm control panel	\$150.00	Per Permit
All Users	Fire Alarm & Detection System - Modification, connection to access-controlled egress doors or delayed egress locks	\$150.00	Per Permit
All Users	Automatic Fire Sprinkler System - New installation under 10,000 sq. ft.	\$300.00	Per Permit
All Users	Automatic Fire Sprinkler System - New installation 10,001 - 52,000 sq. ft.	\$400.00	Per Permit
All Users	Automatic Fire Sprinkler System - New installation 52,001 - 104,000 sq. ft.	\$800.00	Per Permit
All Users	Automatic Fire Sprinkler System - New installation over 104,001 sq. ft.	\$1,200.00	Per Permit

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Fire Fees			
Permits			
All Users	Automatic Fire Sprinkler System - Modification (including TI), 1 - 20 sprinklers	\$100.00	Per Permit
All Users	Automatic Fire Sprinkler System - Modification (including TI), 21 - 100 sprinklers	\$200.00	Per Permit
All Users	Automatic Fire Sprinkler System - Modification (including TI), 101 - 500 sprinklers	\$300.00	Per Permit
All Users	Automatic Fire Sprinkler System - Modification (including TI), over 500 sprinklers	\$400.00	Per Permit
All Users	Automatic Fire Sprinkler System - 13 D Residential - New installation or modification	\$100.00	Per Permit
All Users	Alternative Fire-Extinguishing System - New installation: water, foam, CO2, clean agent, halon, chemical, etc.	\$200.00	Per Permit
All Users	Alternative Fire-Extinguishing System - New installation commercial cooking - single system	\$150.00	Per Permit
All Users	Alternative Fire-Extinguishing System - Each additional system installed at the same time	\$100.00	Per Permit
All Users	Alternative Fire-Extinguishing System - Modification to any alternative fire system	\$100.00	Per Permit
All Users	Standpipe - New Installation	\$200.00	Per Permit
All Users	Standpipe - Modification	\$100.00	Per Permit
All Users	Fire Pump - New Installation	\$500.00	Per Permit
All Users	Fire Pump - Modification (minimum one hour)	\$100.00	Per Permit
All Users	Private Fire Protection Water Supply - New installation - Private fire protection water supply system	\$200.00	Per Permit
All Users	Private Fire Protection Water Supply - Modification to private fire protection water supply system (includes private underground fireline)	\$100.00	Per Permit
All Users	Private Fire Protection Water Supply - Fire flow test (not related to sprinkler system design)	\$100.00	Per Permit

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Fire Fees			
Permits			
All Users	Fire Department Access - Modification - Interior/private fire apparatus access road	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Fire lane marking	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Address directory	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Fire apparatus automatic access gate (each)	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Fire apparatus manual access gate (each)	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Firefighter access walkway gate (each gate)	\$100.00	Per Permit
All Users	Fire Department Access - New installation - Fire access equipment (key box, key switch, padlock)	\$0.00	Per Permit
All Users	Fire Department Access - Modification to each fire department access items (except key box, key switch, padlock)	\$100.00	Per Hour
All Users	Flammable and combustible liquid tanks - New installation tank	\$200.00	Per Permit
All Users	Flammable and combustible liquid tanks - Each additional tank installed	\$100.00	Per Permit
All Users	Flammable and combustible liquid tanks - Modification	\$100.00	Per Permit
All Users	Flammable and combustible liquid tanks - Removal	\$100.00	Per Permit
All Users	Flammable and combustible liquid tanks - Each additional tank removed at same time	\$50.00	Per Permit
All Users	Flammable and combustible liquid tanks - New installation >120 gal. part of emergency/standby power	\$100.00	Per Permit
All Users	Hazardous Materials - HMIS Assessment (minimum one hour)	\$100.00	Per Hour
All Users	Hazardous Materials - HMMP Assessment (minimum one hour)	\$100.00	Per Hour
All Users	Hazardous Materials - New installation - HazMat container, tank or process	\$200.00	Per Review

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Fire Fees			
Permits			
All Users	Hazardous Materials - Each additional container, tank, or process installed at the same time	\$100.00	Per Review
All Users	Hazardous Materials - Modification (minimum one hour)	\$100.00	Per Hour
All Users	L-P Gas - New installation - Prefilled portable cylinders for consumer exchange	\$100.00	Per Permit
All Users	L-P Gas - New installation - Storage containers awaiting use or resale	\$200.00	Per Permit
All Users	L-P Gas - New installation - L-P gas system	\$300.00	Per Permit
All Users	Spraying or Dipping - New installation - Spray room, dip tank, or booth	\$250.00	Per Permit
All Users	Spraying or Dipping - Modification (minimum one hour)	\$100.00	Per Permit
All Users	Compressed Gases - New installation - Under 400 lbs.	\$150.00	Per Permit
All Users	Compressed Gases - New installation - Over 400 lbs.	\$300.00	Per Permit
All Users	Compressed Gases - Modification	\$100.00	Per Permit
All Users	Other Fire Code - High-piled storage plan	\$100.00	Per Permit
All Users	Other Fire Code - Firefighter air system (FAS)	\$300.00	Per Permit
All Users	Other Fire Code - Public safety radio amplification system	\$300.00	Per Permit
All Users	Other Fire Code - Work commencing before permit issuance		Double Permit Fee
Engineering Fees			
Engineering Plan Review			
All Users	GER Standards Deviation Application Processing Fee	\$125.00	Per Application
All Users	GER Standards Deviation Application Review Fee	\$200.00	Per Hour
All Users	Mass Grading Plan	\$375.00	Per Sheet
All Users	Grading & Drainage Plan	\$375.00	Per Sheet
All Users	Offsite Paving Plan	\$375.00	Per Sheet
All Users	Improvement Plans (commercial)	\$375.00	Per Sheet
All Users	Paving & Storm Drain Plan	\$375.00	Per Sheet

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Engineering Fees			
Engineering Plan Review			
All Users	Water Plan	\$375.00	Per Sheet
All Users	Sewer Plan	\$375.00	Per Sheet
All Users	Striping & Signing Plan	\$375.00	Per Sheet
All Users	Streetlight Plan	\$375.00	Per Sheet
All Users	Traffic Signal Plan	\$375.00	Per Sheet
All Users	Building Plan Review	\$120.00	Per Hour
All Users	Third Review Plans	\$375.00	Per Sheet
All Users	Fourth and Subsequent Review of Plans	\$475.00	Per Sheet
All Users	Drainage Report	\$120.00	Per Hour
All Users	Geo Tech Report (soils, paving, etc.)	\$120.00	Per Hour
All Users	Water Report	\$120.00	Per Hour
All Users	Sewer Report	\$120.00	Per Hour
All Users	Traffic Impact Study	\$120.00	Per Hour
All Users	Supplemental Report	\$120.00	Per Hour
All Users	Third Review Reports	\$120.00	Per Hour
All Users	Fourth and Subsequent Review of Reports	\$200.00	Per Hour
All Users	Storm Water Pollution Prevention Plan (SWPPP) Report	\$120.00	Per Hour
All Users	Water Pollution Control Drawings (WPCD)	\$375.00	Per Sheet
All Users	Other	\$375.00	Per Sheet
Fee			
All Users	Copies - Non Standard Sizes (Plans, Maps, other)	\$3.00	Per Sheet
All Users	Streetlight Repair/Replacement	\$38.74	Per Hour; Minimum 30 minutes
All Users	Streetlight Shield Installation	\$100.00	
All Users	Traffic Sign Repair/Replacement	\$38.52	Per Hour; Minimum 30 minutes
Inspection			
All Users	After Business Hours & Green Friday Inspections (2-Hr min.)	\$120.00	Per Hour
All Users	Second and subsequent re-inspections required for failure to correct deficiencies	\$120.00	Per Hour
Permits			
All Users	Grading - All	\$200.00	Base Fee + SY (Fee Below)

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Engineering Fees			
Permits			
All Users	Grading - Less than 5 acres	\$0.05	Square Yard
All Users	Grading - 5 - 20 acres	\$0.04	Square Yard
All Users	Grading - Greater than 20 acres	\$0.03	Square Yard
All Users	Drainage - Storm Sewer Pipe	\$1.00	Linear Foot
All Users	Drainage - Storm Sewer Manholes	\$65.00	Each
All Users	Drainage - Underground Storm Water Ret Pipe	\$2.00	Linear Foot
All Users	Drainage - Drywell	\$80.00	Each
All Users	Drainage - Spillway	\$50.00	Each
All Users	Drainage - Rip Rap	\$3.00	Cubic Yard
All Users	Drainage - Curb Opening	\$25.00	Each
All Users	Irrigation Pipe	\$1.00	Linear Feet
All Users	Irrigation Manhole/Structure	\$65.00	Each
All Users	Sanitary Sewer - Main Line Pipe	\$1.20	Linear Foot
All Users	Sanitary Sewer - Service Line Pipe	\$0.80	Linear Foot
All Users	Sanitary Sewer - Manhole	\$65.00	Each
All Users	Sanitary Sewer - Drop Connection	\$40.00	Each
All Users	Sanitary Sewer - Cleanouts; Mains & Service Lines	\$40.00	Each
All Users	Sanitary Sewer - Sewer Tap	\$65.00	Each
All Users	Sanitary Sewer - Pipe Connection	\$65.00	Each
All Users	Sanitary Sewer - Pipe Encasement	\$25.00	Linear Foot
All Users	Sanitary Sewer - Utility Adjustment (On-Site)	\$15.00	Each
All Users	Water - Water Main Line	\$1.20	Linear Foot
All Users	Water - Water Service Line	\$0.80	Linear Foot
All Users	Water - Tapping Sleeve	\$80.00	Each
All Users	Water - Mainline/Lateral/FH Valve	\$25.00	Each
All Users	Water - Water Valve or ARV MH Vault	\$65.00	Each
All Users	Water - Fire Line	\$1.20	Linear Foot
All Users	Water - Fire Hydrants	\$45.00	Each
All Users	Water - Blow Off/Tapped Cap	\$25.00	Each
All Users	Water - Meter Box	\$25.00	Each
All Users	Water - Backflow Preventer (Up to 3-in.)	\$60.00	Each
All Users	Water - Backflow Preventer (3-in. & Greater)	\$90.00	Each

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Engineering Fees			
Permits			
All Users	Water - Water Line Connection	\$65.00	Each
All Users	Water - Utility Adjustment (On-Site)	\$15.00	Each
All Users	Utilities - Open Trench (R/W) Paved	\$0.80	Linear Foot
All Users	Utilities - Open Trench (R/W) Un-Paved	\$0.45	Linear Foot
All Users	Utilities - Boring Only	\$0.30	Linear Foot
All Users	Utilities - Bore/Splice Pit	\$40.00	Each
All Users	Utilities - Pothole	\$50.00	Each
All Users	Concrete Structures - Catch Basins & Headwalls	\$70.00	Each
All Users	Concrete Structures - Scuppers	\$70.00	Each
All Users	Concrete Structures - Box Culvert (% of Estimated Construction Cost)		4% of Cost
All Users	Concrete - Sidewalk	\$0.10	Square foot
All Users	Concrete - 6" Vert Curb & Gutter, Single Curb & Ribbon Curb	\$0.25	Linear Foot
All Users	Concrete - Valley Gutter & Apron	\$0.30	Square foot
All Users	Concrete - Bus Bay, R Turn Lane	\$0.20	Square Foot
All Users	Concrete - Return Type Driveway (Commercial)	\$0.20	Square Foot
All Users	Concrete - Sidewalk Ramps	\$40.00	Each
All Users	Concrete - Driveway (Non-return Type)	\$75.00	Each
All Users	Paving - New Conc. Asphalt Pavement (Full Section in Place)	\$0.60	Square Yard
All Users	Paving - Asphalt Concrete Overlay (1 Lift)	\$0.30	Square Yard
All Users	Paving - Slurry / Micro Seal	\$0.05	Square Yard
All Users	Paving - Utility Adjustments (Offsite)	\$25.00	Each
All Users	Paving - Survey Monuments	\$25.00	Each
All Users	Paving - Street Signs	\$25.00	Each
All Users	Paving - Barricade / Guardrail	\$4.00	Linear Foot
All Users	Paving - Striping (4-in Equiv.)	\$0.05	Linear Foot
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) Area < 100 SY	\$20.00	Square Yard
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) 100 SY - 700 SY	\$5.00	Square Yard
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) 700 SY - 1,760 SY	\$1.50	Square Yard

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Engineering Fees			
Permits			
All Users	Paving - Asphalt Pavement Replacement: (Also for Utility Cuts) Area > 1,760 SY	\$0.60	Square Yard
All Users	Street Lights	\$50.00	Each
All Users	Landscaping (ROW Area)	\$0.08	Square Yard
All Users	Landscape Backflow Preventer	\$60.00	Each
All Users	Unspecified Items - % of Estimated Construction Cost		4%
All Users	Dirt Haul Permit	\$75.00	LS
All Users	Permit Modification	\$50.00	LS
All Users	Renew Expired Permit (With City Approval)	\$150.00	LS
All Users	Retaining Walls	\$0.50	Linear Foot
All Users	Theme Wall	\$0.05	Linear Foot
Publication			
All Users	GER Manual	\$25.00	Each
All Users	MAG Supplement Manual	\$30.00	Each
Police Fees			
Fee			
All Users	Audio Tapes (including 911)	\$10.00	Each
All Users	Crime Analysis or Statistical Research	\$20.00	Per Hour
All Users	Crime Analysis or Statistical Research	\$0.20	Per Page
All Users	Fingerprint Fees	\$15.00	Per Set
All Users	Police Report - Off-Site - First 20 Pages	\$20.00	Per Report
All Users	Standard Police Report - Every page after 20	\$0.20	Per Page
All Users	Standard Police Report - First 20 Pages	\$5.00	Per Report
All Users	Vehicle Impound Release	\$150.00	Per Vehicle
All Users	Alarm System Registration	\$25.00	Each
All Users	Alarm System Registration Renewal	\$25.00	Each
Recreation Fees			
Recreation			
All Users	Community Center Usage and Facility Rental	\$100.00	Deposit
All Users	Field Preparation	\$25.00	Per Reservation

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
Recreation Fees			
Recreation			
All Users	Light Fee	\$10.00	Per Hour
All Users	Special Interest Classes	\$30.00	Per Class
All Users	Sports Programs	\$30.00	Per Program
All Users	Youth Activities	\$15.00	Per Activity
All Users	Senior Activities	\$5.00	Per Activity
All Users	Adult (Non-Senior) Activities	\$15.00	Per Activity
All Users	Private Pay / Senior Meals	\$10.00	Per Meal
All Users	Special Events	\$80.00	Per Event
All Users	Day Trips	\$35.00	Per Trip
All Users	Overnight (or longer) trips	\$100.00	Per Trip
Non-Resident	Community Center & Facility Usage	\$35.00	Per Hour
Non-Resident	Facility Rental - Non Resident After Hours	\$75.00	Per Hour
Non-Resident	Field Reservation	\$15.00	Per Hour
Non-Resident	Ramadas - Single	\$10.00	Per Hour
Non-Resident	Ramadas - Double	\$15.00	Per Hour
Non-Resident	Summer Program	\$50.00	Per Week
Non-Resident	Summer Program	\$100.00	For Entire Session
Residential	Community Center Usage	\$25.00	Per Hour
Residential	Facility Rental - After Hours	\$65.00	Per Hour
Residential	Field Reservation	\$10.00	Per Hour
Residential	Ramadas - Single	\$5.00	Per Hour
Residential	Ramadas - Double	\$10.00	Per Hour
Residential	Summer Program	\$50.00	For Entire Session
Residential	Summer Program	\$50.00	Per Week
Library Fees			
Library			
All Users	Overdue Fines - Books & Audio Books	\$0.20	Per Day
All Users	Overdue Fines - DVDs	\$2.00	Per Day
All Users	Unclaimed Reserve Item	\$1.00	Per Day
All Users	Destroyed Items - Actual cost of item plus processing fee	\$5.00	Per Item
All Users	Lost Cataloged Items - Actual cost of item plus processing fee	\$5.00	Per Item
All Users	DVD Replacement Case	\$2.00	Per Item

City of Avondale

Fee Schedule

Fee/User Type	Description	Fee	Unit of Measure
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Library Fees

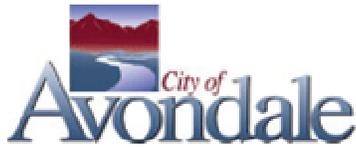
Library

All Users	Missing Insert	\$5.00	Per Item
All Users	Missing RFID Tag	\$1.00	Per Item
All Users	Replacement Library Card	\$2.00	Per Card
All Users	Returned Check Fee (Will also incur bank fee as well)	\$25.00	Per Occurrence
All Users	Collection Agency Fee	\$20.00	Per Account
All Users	Interlibrary Loans - Items not picked up	\$5.00	Per Item
All Users	Copies from Public Copier	\$0.50	Per Page
Non-Resident	Non-Resident Fee	\$40.00	Per Application

Water/Sewer/Sanitation

Water

All Users	Tampering with Water Meter Fine	\$100.00	Per Incident
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CITY COUNCIL REPORT

SUBJECT:

Resolution 2993-811 - Setting the Property Tax Levy for fiscal year 2011-2012

MEETING DATE:

August 1, 2011

TO: Mayor and Council

FROM: Kevin Artz, Finance and Budget Director (623) 333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council adopt a resolution setting the property tax levy for fiscal year 2011-2012, in the amount of \$5,346,685.

BACKGROUND:

As required by City Charter, Article VI, Section 6 and A.R.S. §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 20, 2010 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the West Valley View on June 6th and June 13th.

DISCUSSION:

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the 2011-2012 fiscal year. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is \$2,328,658. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.581 per \$100 of assessed valuation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$3,018,027. This amount is different from the secondary levy amount presented during budget presentation, which incorrectly included a federal reimbursement revenue as property tax. The secondary property tax rate is \$0.75 per \$100 of assessed valuation.

The total estimated tax rate for fiscal year 2011-2012 is \$1.3310 per one-hundred dollars of assessed valuation, which increases the tax rate from fiscal year 2010-2011 (\$1.1058). The total tax levy is \$5,346,685 and is a decrease of \$291,315 from fiscal year 2010-2011.

RECOMMENDATION:

Staff recommends that Council adopt a resolution setting the primary and secondary property tax levies for fiscal year 2011-2012, in the amount of \$5,346,685.

ATTACHMENTS:

Click to download

 [Resolution 2993-811](#)

RESOLUTION NO. 2993-811

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2012.

WHEREAS, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each one hundred dollars (\$100.00) of valuation of property within the City; and

WHEREAS, the taxpayers of the City of Avondale (the “City”) have been notified of an increase in the primary property tax levy for Fiscal Year 2011-2012 as required by ARIZ. REV. STAT. § 42-17107; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for fiscal year 2011-2012 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

WHEREAS, the required hearing was held and the City’s annual budget was adopted by Resolution No. 2985-611 at a meeting of the City Council held on June 20, 2011, at least 14 days prior to adoption of this Resolution No. 2993-811; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

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. There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.5810 (or such other amount as deemed necessary by the Maricopa County Assessor), which is sufficient to raise the sum of \$2,328,658, the maximum levy allowed by law for the fiscal year ending on June 30, 2012.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.7500 (or such other amount as deemed necessary by the Maricopa County Assessor), which is sufficient to raise the sum of \$3,018,027 for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2012.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed of sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Assessor and the Maricopa Board of Supervisors.

SECTION 6. If any provision of this Resolution 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 Resolution.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, August 1, 2011.

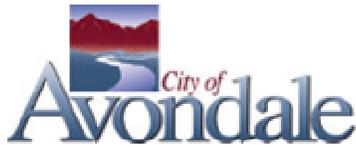
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
Professional Services and Commercial Lease
Agreements with Gangplank Collective

MEETING DATE:
August 1, 2011

TO: Mayor and Council
FROM: Daniel Davis, Economic Development Director (623) 333-1411
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve two separate agreements - Professional Services and Lease - with Gangplank Collective to operate a collaborative workspace at 525 North Central Avenue commonly known as "Old City Hall."

BACKGROUND:

For the past two years, Economic Development staff has been researching incubator/workspace options to grow entrepreneurs and small businesses. Through this research, staff learned of Gangplank and the tremendous success they have had in growing and launching small businesses in Chandler. It is this success in addition to Gangplank's collaborative and community-based philosophy that drew the City to Gangplank. Gangplank defines itself as "a group of connected individuals and small businesses creating an economy of innovation and creativity in the Valley. We envision a new economic engine comprised of collaboration and community, where industries come together to transform our culture. We're not coworking - we're a collaborative workspace."

DISCUSSION:

The creation of Gangplank Avondale will provide West Valley small businesses - primarily focused in technology fields such as software, web design, and gaming - the opportunity to work in an open and collaborative environment without the overhead costs associated with opening a business. Gangplank will manage and operate the facility on behalf of the City, and will provide learning and networking opportunities for area small businesses. Avondale's agreement with Gangplank includes the following key deliverables:

- Hosting weekly evening events that connect entrepreneurs and the technology workforce to network to share and launch new ideas to grow technology companies in Avondale;
- Providing a monthly educational series focusing on relevant topics to entrepreneurs and small businesses; and
- Hosting at least 10 programs per year for students to encourage real world, hands on learning about career paths in the creative and technical fields.

For these services the City will provide the following to create Gangplank Avondale:

- Lease to Gangplank for \$1 per year 525 North Central Avenue, "Old City Hall";
- Renovate "Old City Hall" to meet the needs of Gangplank; and
- Pay Gangplank \$60,000 per year for operating Gangplank Avondale and providing the above mentioned services for the public and small businesses.

The City and Gangplank are entering into a five (5) year agreement which is subject to funding approval each year as part of the annual budget process. Gangplank will provide an annual report highlighting its activities toward the deliverables set forth in the Professional Services Agreement.

BUDGETARY IMPACT:

Funding is available in the Economic Development Department's Economic Development Opportunity Fund, Line Item 101-6700-00-6180.

RECOMMENDATION:

Staff recommends that the City Council, in two separate actions, approve the Professional Services Agreement and Lease Agreement with Gangplank Collective for the creation of collaborative workspace at 525 North Central Avenue.

ATTACHMENTS:

Click to download

 [PSA](#)

 [Lease Agreement](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GANGPLANK COLLECTIVE**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of August 1, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Gangplank Collective, an Arizona non-profit corporation (the "Consultant").

RECITALS

A. The City desires to obtain certain technology-related job-creation and workforce training opportunities (the "Services") in the Old Town Avondale area of the City.

B. The City desires to enter into an agreement with a Consultant to provide the Services, and the Consultant has represented that it is qualified to perform the Services and has successfully operated a business of a similar nature in another Arizona municipality.

C. The City Council is empowered, pursuant to ARIZ. REV. STAT. § 9-500.11, to appropriate public funds to further employment opportunities and economic enhancement of the City. Accordingly, the City Council has determined that it is in the best interests of the citizens of Avondale to enter into this Agreement.

D. This Agreement shall be entered into in conjunction with a lease (the "Lease") of certain real property owned by the City at 525 North Central Avenue, Avondale, Arizona (the "Property") at which the Services will be provided.

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 City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2016 (the "Term") unless sooner terminated pursuant to Section 13 below.

2. Scope of Work. Consultant shall provide the Services as more particularly set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. In connection with performance of its Services, the Consultant shall be permitted to request City assistance with publicizing Consultant's events and activities at the Property.

3. Compensation. The City shall pay Consultant an amount not to exceed \$60,000.00 annually for the Services.

4. Payments. The City shall pay the Consultant monthly in 12 equal installments of \$5,000 on or about the first day of each month during the Term of this Agreement, subject to the limitations set forth in this Section. The first payment hereunder shall not be due until the first day of the first full month following the 30th day that the Consultant permanently occupies and begins continuous provision of the Services at the Property.

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

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

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

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

9. Radius Restriction. Consultant agrees that if during the Term of this Agreement (and irrespective of whether Consultant is open for business and operating in the Property), either Consultant or any person, corporation, partnership, joint stock association, trust or other firm or entity which controls Consultant or is controlled by Consultant or is under common control with Consultant (and also, in the event Consultant is a corporation, if any officer or director thereof or shareholder directly or indirectly owning more than ten percent (10%) of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation) (a "Consultant Affiliate") either directly or indirectly, (A) commences the operation of or operates any facility for the services substantially similar to the Services provided at the Property ("Similar Services") (whether or not Consultant is open for business and operating in the Property at such time), or (B) commences the operation of or operates any facility for any use being conducted in the Property from time to time, or (C) commences the operation of or operates any facility from which it provides Similar Services, or (D) in any other manner competes with the business being conducted by Consultant at the Property, within the area bounded by Bell Road to the north, Indian Springs Road to the south, Interstate Highway 17 to the east and Watson Road/235th Avenue to the west (the "Restricted Area"), which Restricted

Area the Consultant acknowledges is a reasonable area for the purpose of this provision, then in any of such events, during the period of such other facility's operation, payment of the annual amounts set forth in Section 3 above shall be eliminated. Such adjustment reflects the agreement of the parties as to the damages that City would likely incur as a proximate result of the operation of such other facility. Consultant further agrees that any amounts paid by the City prior to such elimination shall be deemed sufficient consideration for Consultant's continuing performance of its obligations under this Agreement throughout the remaining portion of the Term. Consultant acknowledges and agrees that the provisions of this Section shall apply irrespective of whether Consultant is open for business and operating in the Property.

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

11. Insurance.

11.1 General.

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

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

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

directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward

renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$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. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured

Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

c. Professional Liability. [Intentionally omitted]

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

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

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

13. Termination; Cancellation.

13.1 For Lease Cancellation. This Agreement shall, unless otherwise agreed in writing by the parties, immediately terminate upon termination or cancellation of the Lease for any reason.

13.2 For Cause. If either party fails to perform any obligation set forth in this Agreement, including the City’s obligation to pay amounts due pursuant to Section 3 above, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is

given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days.

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

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

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

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

13.7 Liquidated Damages. Without limiting the remedies available to the City, the Consultant understands and acknowledges that if it fails to provide the Services at any time after (a) the Property has been improved and readied for its use and (b) payments pursuant to Section 3 above have been paid as set forth above, the City will suffer damages that are difficult

to accurately specify and ascertain. The Consultant hereby agrees that, upon its default hereunder and expiration of the cure period set forth in Subsection 13.2 above, it shall pay the City, as liquidated damages, within 30 days of receipt of the City's written demand therefore, \$30,000. Such liquidated damages shall be payable in immediately available funds of United States currency.

14. Miscellaneous.

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

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

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

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

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

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

Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

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

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

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

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

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

14.13 Offset.

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

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

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Consultant: Gangplank Collective
260 South Arizona Avenue
Chandler, Arizona 85225
Attn: Derek Neighbors

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

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or

employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

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

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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

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

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

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Consultant”

GANGPLANK COLLECTIVE,
an Arizona non-profit corporation

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GANGPLANK COLLECTIVE

[Scope of Work]

See following page.

Scope of Work

- Provide an annual report of activities to the Economic Development Department by March 1 of each year
- Commit to providing the following services out of Gangplank Avondale:
 - Provide an open workspace for software, gaming, Web design companies and others to connect entrepreneurs with focused teams with a proven track record of executing to completion.
 - Manage an open collaborative coworking forum available to companies and entrepreneurs.
 - Work with Economic Development and Community Relations to brand Avondale as a premier innovation hub and to assist in recruiting new innovative companies.
 - Host an open public weekly evening event that provides the ability for entrepreneurs and technology workforce to connect, share ideas and launch new ventures to recruit new technology ideas into the City of Avondale.
 - Provide a monthly hour long educational series focusing on timely and relevant topics that are open to the public, free of charge to attendees to be held a minimum of 12 times per year.
 - Over 50% of the space is to remain designated coworking/open.
 - Provide assistance to Economic Development and Community Relations on social media issues and outreach using technology for the benefit of the City.
 - Work with programs and committees within the city to provide Web advisement and social media services to highlight businesses, venues and opportunities to increase sales tax into the City.
 - Provide service and programs free of charge to P-20 students that encourage real world, hands on learning and discussion with people in the industry about new paths for creative and technical fields. Classroom opportunities should also include basic code writing, Web development and basic game design. Public programs are to be held a minimum of 10 times per year.
 - Work with local school districts to foster educational opportunities to further the 2020 workforce requirements. Host an annual Referendum for Education Summit to be held in each spring that includes West Valley School districts, community colleges, leading companies, Economic Development organizations and City government.
 - Work with local non-profits to provide educational services and activities to their clients. Also work with local non-profits to identify technology needs and work towards solutions to those technology needs.
 - Implements and host a minimum of one conference annually located in the City of Avondale focusing on timely and technology issues.

**COMMERCIAL LEASE
BETWEEN
THE CITY OF AVONDALE
AND
GANGPLANK COLLECTIVE**

THIS COMMERCIAL LEASE (the "Lease") is made and entered into as of August 1, 2011, by and between the City of Avondale, an Arizona municipal corporation (the "Landlord") and the Gangplank Collective, an Arizona non-profit corporation (the "Tenant").

RECITALS:

A. The Landlord and the Tenant entered into that certain professional services agreement of equal date herewith (the "Service Agreement") providing for Tenant to provide Landlord with technology-related job-creation and workforce training opportunities (the "Services") in the Old Town Avondale area.

B. In order to provide the Services as desired by the Landlord pursuant to the Service Agreement, the Tenant requires office space in the Old Town Avondale Area suitable for conducting its various activities.

C. The Landlord owns a vacant building in Old Town Avondale suitable for Tenant's purposes, which building the Landlord desires to lease to Tenant for the purpose of carrying out the Services in accordance with the Service Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property located at 525 North Central Avenue, Avondale Arizona 85323, commonly known as the "Old City Hall Building", together with all improvements, buildings, fixtures and structures (the "Improvements") now or hereafter existing thereon and all appurtenances thereto (collectively, the "Leased Premises").

2. Term. The term of this Lease (the "Lease Term") shall commence on August 1, 2011, and shall end on June 30, 2016.

3. Rent. Tenant shall pay to Landlord as rent ("Rent") for the Leased Premises the sum of \$1.00 per year during the Lease Term.

4. Use of Leased Premises. Tenant shall use the Lease Premises only for a business office related to its principal business and limited to those Services contemplated in the Service Agreement; provided, however, that Tenant shall utilize at least 50% of the Leased Premises as a

co-working open space related to its principal business purpose. Tenant may also utilize all of the equipment left in the Leased Premises by the Landlord, including the telephone system and the computer network cabling (collectively the "Landlord's Equipment"), during the Lease Term. Landlord makes no representation or warranty with respect to the condition of (i) the Leased Premises or its zoning, fitness or availability for any particular use or (ii) the Landlord's Equipment. Tenant will not commit, omit or permit any act, condition or event which is contrary to any Legal Requirement or Insurance Requirement, as defined below. All of the Landlord's Equipment shall remain the property of the Landlord and Tenant shall have no rights thereto other than to utilize the Landlord's Equipment at the Leased Premises during the Lease Term. Tenant shall not, without the prior, written approval of the Landlord, remove any of the Landlord's Equipment from the Leased Premises at any time prior to, during or after the Lease Term; provided, however, that Tenant shall have the first right of refusal to purchase any portion of the Landlord's Equipment at the end of the Lease Term in the event that Landlord chooses to make such equipment available for purchase to the general public.

5. Existing Conditions; Maintenance and Repairs.

5.1 Tenant Inspection. Tenant has inspected and is fully familiar with the physical condition of the Leased Premises and accepts the Leased Premises and the Landlord's Equipment in an "as-is, where-is" condition. Tenant shall be provided the opportunity to conduct a thorough walk-through of the Leased Premises prior to Tenant's occupancy thereof; provided, however, that Tenant's occupancy shall be conclusive evidence that Tenant (A) has conducted such walk-through and (B) agrees to take possession of the Leased Premises "as-is, where-is", subject to satisfactory completion of the Landlord Improvements set forth in subsection 6.2 below. Tenant has been provided with (A) a copy of the Letter Report of Microbial Remediation and Limited Microbial Sampling Services, dated February 5, 2004, prepared by Liesch Southwest, Inc., detailing the mold remediation efforts by the Landlord (the "Microbial Report"), and (B) a copy of the the Limited Asbestos and Lead Based Paint Survey, dated June 13, 2011, prepared by Western Technologies, Inc., detailing the asbestos and lead based paint survey and recommended remediation procedures (the "Asbestos Report"). Landlord makes no warranty as to (A) the work completed as detailed in the Microbial Report, (B) the recommended remediation procedures as detailed in the Asbestos Report or (C) whether remediation will be necessary in the future.

5.2 Tenant Responsibilities. Tenant, at Tenant's sole cost and expense, will keep in good and clean order and operable condition, reasonable wear and tear excepted, the (A) Leased Premises and every part thereof, including, but not limited to, all plumbing, heating, ventilation, air conditioning and electrical systems and equipment in, on or exclusively serving the Leased Premises, windows, doors, floors, interior walls, the roof, exterior walls and ceiling which are part of the Leased Premises and (B) the Landlord's Equipment. Tenant will promptly make or cause to be made all necessary or appropriate repairs, replacements or renewals of the Leased Premises, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. Tenant hereby expressly agrees and understands that it shall not be entitled to any reimbursement from the Landlord for the cost of any portion of such repairs.

6. Improvements to the Leased Premises.

6.1 Tenant Improvements. Tenant, at its sole cost and expense and in addition to any Landlord obligations as set forth in this Section, shall perform all work (the “Tenant’s Work”) concerning the construction and installation of certain improvements, alterations and additions to the Leased Premises as necessary to enable Tenant to fully perform the Services at the Leased Premises (the “Tenant Improvements”) subject to the prior written approval of the Landlord. Tenant hereby expressly agrees and understands that (A) any Tenant Improvements shall remain with the Leased Premises at the end of the Lease Term and (B) Tenant shall not be entitled to any reimbursement from the Landlord for the cost of any portion of such Tenant Improvements.

6.2 Landlord’s Improvements. Prior to Tenant occupying the Leased Premises, Landlord shall make such modifications and improvements to the Leased Premises as it deems necessary with respect to enhancing the energy efficiency of the Leased Premises including replacing the HVAC, replacing windows and replacing lighting (the “Energy Enhancements”) and other alterations to prepare the Leased Premises for Tenant’s Work including removing center, non-load-bearing walls on the first and second floors, removing carpet and painting walls (collectively, along with the Energy Enhancements, the “Landlord’s Improvements”). The Landlord Improvements and the Tenant’s Improvements are collectively referred to herein as the “Improvements.”

7. Tenant’s Equipment. All of Tenant’s personal property, furniture, furnishings, business or trade fixtures and equipment now or hereafter in or about the Leased Premises or any part thereof, which are (i) the property of the Tenant or any permitted subleasee or assignee of Tenant and (ii) not Landlord’s Equipment (the “Tenant’s Equipment”) shall remain the property of Tenant, provided that:

7.1 Right to Remove. Tenant shall have the right at any time during the Lease Term to remove from the Leased Premises all or any part of Tenant’s Equipment in or on the Leased Premises without regard to the manner placed on or affixed to the Leased Premises, provided that Tenant, at its sole expense, immediately will repair or be obligated for all costs and expenses in connection with all damage to the Leased Premises caused by the removal of Tenant’s Equipment therefrom.

7.2 Abandonment. Any of Tenant’s Equipment not removed by Tenant at its expense within 30 days after the expiration or earlier termination of this Lease or the Lease Term shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without any further notice to Tenant, and without obligation to account therefor; provided, however, that after such 30th day, Tenant will pay Landlord, upon demand, all reasonable costs and expenses incurred by Landlord in removing, storing, or disposing of any of Tenant’s Equipment. Tenant at its expense will immediately repair or be obligated for all costs and expenses in connection with all damage to the Leased Premises caused by any removal of Tenant’s Equipment therefrom. Landlord shall not be responsible for any loss of or damage to Tenant’s Equipment.

8. Alterations and Additions. In addition to and other than the Tenant Improvements referred to in Sections 6 and 7 hereof, Tenant shall have the right at any time during the Lease term, at Tenant's sole cost and expense, to make changes, alterations, additions or improvements (collectively, "Alterations", or singularly, an "Alteration") in or to the Leased Premises, subject to the following:

8.1 Landlord Approval. No Alteration or group of alterations with a construction cost exceeding \$5,000.00 shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed if the Alteration would not materially and adversely affect the structure, front facade, roof, plumbing, electrical, or heating, ventilating and air condition systems of the Leased Premises.

8.2 Requirements. The provisions and conditions of Sections 9 and 10 hereof shall apply to any work performed by Tenant under this Section 8.

8.3 No Landlord Contribution. Tenant hereby expressly agrees and understands that it shall not be entitled to any reimbursement from the Landlord for the cost of any portion of such alterations.

9. Compliance with Requirements. Tenant, during the Lease Term, will promptly and diligently:

9.1 Legal and Insurance Requirements. Comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Leased Premises or any use or condition thereof (the "Legal Requirements"), and all terms of an insurance policy covering or applicable to the Leased Premises or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any part of the Leased Premises or any use or condition thereof (the "Insurance Requirements").

9.2 Licensing. Procure, maintain and comply with all permits, licenses, franchises and other authorizations required for the use of the Leased Premises or any part thereof then being made by Tenant, and for the proper erection, installation, operation and maintenance of the Improvements and Tenant's Equipment or any part thereof.

9.3 Recorded Documents. Comply with any instruments of record at the time in force affecting the Leased Premises or any part thereof.

10. Liens. If the Leased Premises, or any part thereof, shall at any time become subject to any claim for vendor's, mechanic's, laborer's or materialmen's lien based upon Tenant's Work, any Alteration or the furnishing of material, labor or professional services to Tenant or the Leased Premises and contracted for by Tenant or its contractors or subcontractors, Tenant shall cause the same, at Tenant's expense, to be discharged or bonded over (pursuant to ARIZ. REV. STAT. § 33-1003 or § 33-1004) within 20 days after notice thereof, and Tenant shall

indemnify and hold Landlord harmless from all liability, loss, costs and expenses arising from such a claim for lien.

11. No Claims Against Landlord. Nothing contained in this Lease shall constitute any consent (except where consent is expressly required and given under this Lease) or request by Landlord, express or implied, for the performance of any labor or services or the furnishings of any materials or other property with respect to the Leased Premises or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord, except as any such claim is expressly provided for by statute despite the provisions of this Section. Any labor, services or material furnished to the Leased Premises in connection with the fulfillment of Tenant's obligations hereunder shall be the sole responsibility of Tenant.

12. Indemnification by Tenant. Tenant will protect, indemnify and hold Landlord harmless for, from and against all liabilities, obligations, claims, damages, penalties, causes of action, and proceedings, and all costs, expenses and fees of every kind and nature, including, without limitation, reasonable attorneys' fees, construction cost and all other expenses arising from or incurred in connection with or imposed upon or incurred by or asserted against Landlord or the Leased Premises by reason of the occurrence or existence of any matter or thing relating to this Lease or the Leased Premises during the Lease Term, including but not limited to: (i) any accident, injury to or death of persons (including workers) or loss of or damage to property occurring on or about the Leased Premises or any part thereof; (ii) any condition or use of the Leased Premises or any part thereof; (iii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof; and (v) all claims for loss or damage to the Leased Premises uncompensated by Tenant's insurance.

13. Utilities. Tenant, during the Lease Term, shall pay prior to delinquency for all water, gas, light, power, telephone, internet, sewage, refrigeration, air conditioning, heat and ventilating, janitorial, and all other materials and utilities used in connection with or supplied to the Leased Premises. To the extent not already installed, Tenant, at Tenant's cost, shall have separate meters installed for power, gas, water and other utilities for which separate meters are available, and Tenant solely shall be obligated for all utility connect, disconnect and security deposit charges applicable to the Leased Premises. Landlord shall not be liable for, and Tenant shall not be entitled to any other relief, by reason of the unavailability or limited availability of the foregoing utilities and services.

14. Insurance.

14.1 Landlord's Risks to be Insured. Landlord shall, during the Lease Term, maintain in full force and effect, primary coverage with respect to the Leased Premises against loss or damage by fire or other risks.

14.2 Tenant's Risks to be Insured. Tenant at its expense during the Lease Term will maintain the following insurance for the Leased Premises with reputable insurers authorized to do business in Arizona and rated at least A- by A.M. Best Company:

A. Primary coverage insurance with respect to the Improvements against loss or damage by fire and other risks from time to time included under “special cause of loss” policies in an amount on an occurrence basis equal to the replacement value of the Improvements as determined from time to time by the insurer, and in any event in an amount sufficient to prevent Landlord from becoming a co-insurer of any such loss or damage.

B. General commercial public liability and property damage insurance, and together with excess liability insurance coverage, each in the minimum amount of \$1,000,000.00 combined single limit on a per occurrence basis.

C. Appropriate worker’s compensation or other insurance against liability arising from claims of workmen in respect of and during the period of any work on or about the Leased Premises.

D. Builders risk coverage during the construction of the Tenant Improvements referred to above.

14.3 Policy Provisions. All insurance maintained by Tenant pursuant to this Section shall:

A. Except for worker’s compensation insurance, name Landlord and Tenant as additional insureds, as their respective interests may appear.

B. Provide that all insurance proceeds, if any, from losses shall be adjusted with Landlord and Tenant.

C. Pay any losses notwithstanding any act or failure to act or negligence of Landlord or Tenant or any other person or entity relating to any act, omission or other event causing such losses, if reasonably available.

D. Provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by Landlord and Tenant of written notice thereof.

14.4 Deductibles: Delivery of Evidence of Insurance. Except in the case of workers’ compensation insurance, any insurance maintained by Tenant pursuant to Section 14 hereof may contain a deductible amount up to and including \$2,500.00 per occurrence. After written request by Landlord, upon the commencement of the Lease Term and thereafter not less than 30 days prior to the expiration date of any policy to be obtained by Tenant pursuant to this Section, Tenant will deliver to Landlord a certificate of the insurer as to the issuance and effectiveness of such policy and the amount of coverage afforded thereby.

15. Damage To or Destruction of Leased Premises.

15.1 Tenant to Give Notice. In case of any material damage to or destruction of the Leased Premises or any part thereof, Tenant will promptly (and in no event later than the fifth day after such occurrence) give written notice thereof to Landlord generally describing the nature, extent and cause of such damage or destruction.

15.2 Restoration. In case of any damage to or destruction of the Improvements or any part thereof at any time during the Lease Term, Tenant shall, at its cost and expense, promptly commence and complete (subject to unavoidable delays) the restoration, replacement or rebuilding of the Improvements as nearly as possible to its value, condition and character immediately prior to such damage or destruction (such restoration, replacement and rebuilding, together with any temporary repairs and property protection pending completion of the work, being herein called "Restoration").

15.3 Application of Insurance Proceeds. All insurance proceeds received by Landlord or Tenant on account of any damage to or destruction of the Improvements or any part thereof (less the costs and expenses incurred by the Landlord and Tenant in the collection thereof, including, without limitation, adjusters fees and expenses) shall be paid only for the Restoration.

16. Eminent Domain.

16.1 Whole or Substantial Taking. If the whole or substantially all of the Leased Premises shall be lawfully taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, this Lease shall terminate on the date of such taking. For purposes of this Section "substantially all of the Leased Premises" shall be deemed to mean such portion of the Leased Premises as, when so taken, would leave remaining a balance of the Leased Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not under economic conditions, applicable zoning laws, building regulations then existing or prevailing, reasonably accommodate Tenant's business as conducted at the date of such taking and after performance of all covenants, agreements, terms and provisions herein and by law provided to be performed and paid by Tenant.

16.2 Partial Taking. If only a portion of the Leased Premises shall be so taken this Lease shall be unaffected by such taking.

16.3 Award. Landlord shall retain the award in any proceeding with respect to any taking provided for in this Section.

17. Performance on Behalf of Tenant. If Tenant shall fail to make any payment or perform any act required hereunder to be made or performed by Tenant, and provided Landlord has given Tenant 30 days written notice of its intent to do so and Tenant has failed during said period to make such payment or perform the act required to be performed by Tenant, then Landlord may, but shall be under no obligation, to make such payment or perform such act with the same effect as if made or performed by Tenant. Notwithstanding the immediately preceding sentence, Landlord may proceed immediately in the event of an emergency without any notice to

Tenant other than bona fide attempts to contact by telephone as soon as reasonably possible under the circumstances Tenant's representative (whom Tenant may change from time to time) whose name and telephone number Tenant has furnished in writing to Landlord prior to such emergency. Entry by Landlord upon the Leased Premises for such purpose shall not waive or release Tenant from any obligation hereunder. Tenant shall reimburse Landlord for all sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with Landlord's payment or performance under this Section, and no such payment or performance by Landlord pursuant hereto, shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due or payable, nor limit any right of Landlord or relieve Tenant from any Default hereunder.

18. Assignments and Subleases. Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance. Landlord's consent shall not be unreasonably withheld if (i) Tenant is not in Default of this Lease; (ii) the Tenant Improvements have been completed and (iii) the financial status, business experience and reputation of the proposed assignee or sublessee is as good or better than that of the original Tenant. Any such assignment for which Landlord has given its consent shall not release Tenant hereunder, and any assignee or sublessee shall expressly be bound by all of the Tenant's obligations hereunder.

19. Events of Default; Termination.

19.1 Events of Default. Any one or more of the following specified events shall be a "Default":

A. If Tenant shall fail to perform or comply with any other obligation of Tenant under this Lease, and such failure shall continue for more than 30 days after notice thereof has been given by Landlord to Tenant, and Tenant shall not, subject to unavoidable delays, within such period commence with due diligence the curing of such default (a "Cure Period"), or, having so commenced, shall thereafter fail or neglect, for reasons other than unavoidable delays, to prosecute or complete with diligence the curing of such default. In no event shall any such Cure Period exceed 90 days.

B. If Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation due to its bankrupt or insolvent financial status.

C. If, as a result of any proceeding against Tenant, a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Tenant or of or relating to all or substantially all of its property, or for the winding-up or liquidation of its affairs or for the supervision of the business or affairs of Tenant, shall

have been entered, and such decree or order shall have remained in force undischarged or unstayed for a period of more than 60 days.

19.2 Termination. Should a Default occur, Landlord may resort to any or all of the following remedies:

A. Retain or take possession of any property on the Leased Premises pursuant to Landlord's statutory lien, with or without legal process.

B. Enter or re-enter the Leased Premises and remove all persons and property therefrom, with or without legal process.

C. Declare this Lease at an end and terminated.

D. Sue for and receive any and all damages sustained by Landlord, with or without terminating this Lease. Continue this Lease in effect and lease or relet the Leased Premises or any part thereof, from time to time, for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable, with the right reserved to Landlord to make reasonable alterations and repairs to said Leased Premises at Tenant's expense. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

E. Any and all remedies available to Landlord at law or in equity.

19.3 Cumulative Remedies. Each right, power and remedy of Landlord and Tenant provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall be, cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all such other rights, powers or remedies.

19.4 Recovery of Costs and Expenses. If any action, whether at law or equity, is instituted by either party for default by the other under this Lease, the prevailing party shall be awarded all costs and expenses incident thereto.

20. Estoppel Certificates.

20.1 By Tenant. Tenant will execute, acknowledge and deliver to Landlord, within 30 days of Landlord's written request, a certificate certifying:

A. This Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect, as modified, and stating the modifications).

B. No notice has been received by Tenant of any Default which has not been cured, except as otherwise specified in such certificate.

Any such certificate may be relied upon by any permitted prospective transferee, deed of trust beneficiary or mortgage of Landlord's interest under this Lease.

20.2 By Landlord. Landlord will execute, acknowledge and deliver to Tenant, within 30 days of Tenant's written request, a certificate certifying:

A. That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications).

B. Whether or not, to the actual knowledge of Landlord, without investigation, there then exists any Default under this Lease (and if so, specifying the same).

Any such certificate may be relied upon by any permitted prospective assignee to Tenant's interest under this Lease.

21. Subordination and Attornment. Landlord may convey or otherwise dispose of the Leased Premises and Landlord shall have the absolute right to mortgage or encumber by deed of trust the Leased Premises. This Lease, at Landlord's option, shall be subordinate to any mortgage or deed of trust which may be placed on the Leased Premises and to any and all advances made or to be made pursuant to any such mortgage or deed of trust, and to all renewals, replacements and extensions of any such mortgage or deed of trust; provided that each such subordination shall be on the condition that the mortgagee or deed of trust beneficiary and trustee shall execute and deliver to Tenant an agreement ("Nondisturbance Agreement") to the effect that, so long as a Default caused by Tenant is not occurring hereunder, such mortgagee, beneficiary or trustee will recognize this Lease and not disturb or otherwise interfere with Tenant's leasehold and other rights under this Lease. Subject to the Nondisturbance Agreement, Tenant shall execute and deliver such further instrument evidencing this subordination as Landlord may reasonably request.

22. Right of Entry. Landlord may, at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting, repairing or preserving the same, or to show the Leased Premises to prospective purchasers, and in addition may, at any time within the last six months of the then-running Lease Term show the Leased Premises to prospective tenants.

23. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or

certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Landlord: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Consultant: Gangplank Collective
260 South Arizona Avenue
Chandler, Arizona 85225
Attn: Derek Neighbors

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

24. Surrender. Upon the expiration of the Lease Term, or upon the earlier termination of this Lease, Tenant shall surrender up peaceable possession of the Leased Premises including all Tenant Improvements in good condition and repair, reasonable wear and tear excepted.

25. No Broker. Landlord and Tenant each represents to the other that there are no broker's commissions due in connection with this Lease.

26. Waiver. Any waiver by Landlord of any Default, breach or failure by Tenant shall not constitute a waiver of any other Default, breach or failure by Tenant hereunder. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

27. No Partnership. The relationship of the parties hereto is solely that of Landlord and Tenant, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

28. Partial Invalidity. The invalidity or unenforceability of any covenant, term or condition of this Lease shall not affect any other covenant, term or condition of this Lease.

29. Landlord's Conveyance. Landlord may sell, transfer, assign or otherwise dispose of the Leased Premises or this Lease or any part thereof or interest therein, at any time without the consent of Tenant, and upon a sale or disposal of all of its interest in the Leased Premises, Landlord shall be relieved of all obligations hereunder arising after such sale or disposal.

30. Hazardous or Toxic Materials. Tenant shall not introduce any hazardous or toxic materials onto the Leased Premises. In the event of any contamination of property or loss or damage to persons arising from any hazardous or toxic materials introduced by Tenant onto the Leased Premises, whether with or without Landlord's consent, Tenant shall (i) notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, clean up the contamination in a full compliance with all applicable statutes, rules and regulations and (iii) indemnify, defend and hold Landlord harmless for, from and against any liabilities, claims, suits, causes of action, costs and expenses, including reasonable attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

31. Holding Over. No holding over by Tenant of the Leased Premises after the expiration of the Lease Term shall operate to extend the Lease Term or this Lease, and Tenant shall indemnify, defend and hold Landlord harmless from all costs and expenses and claims for damages by any other tenant to whom Landlord may have leased to Leased Premises effective upon the expiration of the Lease Term or termination of this Lease.

32. Limitation of Landlord's Liability. If Tenant recovers a money judgment against Landlord, the judgment shall be satisfied only out of the proceeds of sale received on execution of the judgment and levy against the Leased Premises or other income from such real property receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of the Leased Premises. Landlord shall not be personally liable for any deficiency.

33. Quiet Title. Provided that Tenant is not in Default under this Lease, Landlord covenants that, from and after the commencement of the Lease Term, Tenant shall not be disturbed or hindered in Tenant's enjoyment of the Leased Premises, and that Landlord shall not interfere with Tenant's business activities involving the Leased Premises.

34. Benefit. The covenants, terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

35. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended, waived or discharged only by an instrument in writing signed by the party against which enforcement of such amendment, waiver or discharge is sought.

36. Binding Effect. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties.

37. Headings. The headings in this Lease are for purposes of reference only and shall not control, limit or define the meaning or construction of any provision hereof.

38. Time of the Essence. Time is of the essence of this Lease.

39. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Arizona.

40. Conflict of Interest. The Landlord may cancel this Lease pursuant to ARIZ. REV. STAT. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Lease on behalf of the Landlord is, at any time while the Lease or any extension of the Lease is in effect, an employee of the Tenant in any capacity or a consultant to the Tenant with respect to the subject matter of the Lease. The cancellation shall be effective when written notice from the Landlord is received by the Tenant, unless the notice specifies a later time.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

“Landlord”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

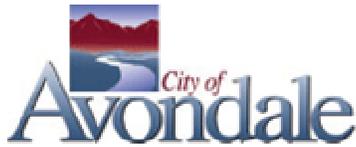
“Tenant”

GANGPLANK COLLECTIVE,
an Arizona non-profit corporation

By:_____

Name:_____

Title:_____



DEVELOPMENT SERVICES

SUBJECT:
Conditional Use Permit - Cowgirls Steakhouse & Saloon

MEETING DATE:
August 1, 2011

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

REQUEST: City Council will hold a public hearing to solicit input and consider application PL-11-0069, a request by Ms. Rhonda Perez of Arizona Liquor Industry Consultants for a Conditional Use Permit (CUP) for the "Cowgirls Steakhouse & Saloon"- a proposed restaurant and entertainment establishment at 1733 North Dysart Road, Avondale, providing live music and space for dancing at the Alameda Crossing shopping center. The property is zoned PAD and allows C-2 (Community Commercial) uses; C-2 requires approval of a Conditional Use Permit for a change in use to include a night club.

PARCEL SIZE: Approximately 1.55 acres

LOCATION: 1733 North Dysart Road, Avondale, in the Alameda Crossing shopping center (Pad 5). See Exhibit A.

APPLICANT: Ms. Rhonda Perez, Arizona Liquor Industry Consultants

OWNER: Mr. Al Saleh

BACKGROUND:

The subject property is located within the Palm Valley PAD, which City Council approved in 1994. The PAD includes areas for both residential and commercial development. One of the areas designated for commercial development is located at the northeast corner of Dysart and McDowell Roads.

The City and Sun Cor Development entered into a development agreement in 1993. The development agreement was amended in 1997, 1998, and 2002. The third amendment to the development agreement specified C-2 (Community Commercial) uses for the subject property.

Council approved the master site plan for Alameda Crossing shopping center on January 18, 2000 subject to 24 conditions. As part of that approval, Pad 5 was shown on the master plan and designed for a specific restaurant user.

On June 23, 2004, a site plan for a new restaurant named Johnny Carino's was administratively approved for Pad 5, the subject parcel. Since that time, Cucina Tagliani restaurant occupied the space for a short time until 2010. The owner received building permits for the Cowgirls Steakhouse & Saloon restaurant use allowed under Zoning. Renovations are currently underway.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Conditional Use Permit (CUP) for a night club component with their restaurant. Currently, the restaurant is an approved use at this site; adding live entertainment is considered a night club use and requires a Conditional Use permit. The property is zoned PAD (Exhibit B) which allows C-2 (Community Commercial) uses; C-2 requires approval of a Conditional Use Permit for the night club component of this proposed restaurant/night club.

The proposed business would function primarily as a restaurant, but also provide live country music and space for dancing with extended hours of operation. The applicant is proposing to construct a handicap accessible stage internal to the building for live performances to occur; however, the restaurant will not delineate or construct a formal dance floor. If patrons are so moved, they may get up to dance, but no official area will be designated for this activity. As stated in the narrative (Exhibit G), the live music would occur indoors only, and all doors and windows would remain closed during those performances.

The narrative also describes an outdoor dining patio of approximately 400 square feet with 6 tables and seating for 24 (Exhibit F), located on the southwest side of the building. The area is intended for dining use during the operating hours; and, no live entertainment will occur there. Two speakers and a 42-inch television will be provided in this area, which will be enclosed by a 4-foot tall steel picket fence with limited access to and from the restaurant. No live music would be transmitted outdoors through those speakers. The applicant has stated that the speakers will play low level satellite radio music, and function on a different control system from the indoor speakers. The speakers will play music at a reasonable sound level, and the television will be silent. A stipulation has been added to mitigate any negative effects.

The applicant states in their narrative that the restaurant would operate from 3:00 PM to 1:00 AM Monday through Thursday, and 11 AM to 2 AM Friday through Sunday. An acoustic guitar player would perform from 4:00 PM to 8:00 PM Monday through Sunday, and a country band would perform 8:00 PM to 1:00 AM Monday through Sunday. While the entertainment hours are proposed as daily, this may not occur. It allows the business owner some flexibility since reserving the performers may vary based on their availability. The genre of music and live entertainment would be strictly country. The bar will stop serving alcohol at 1 AM each night; this is the time the live performances will end also.

PARTICIPATION:

The applicant, Ms Rhonda Perez, conducted a neighborhood meeting to discuss the requested conditional use permit at 6:00 p.m. on June 21, 2011 at City Hall. The neighborhood meeting was advertised in the May 31, 2011 edition of the West Valley View. The property was posted with a neighborhood meeting notice sign on June 2, 2011. Notification letters were mailed to 60 adjacent property owners within 500 feet of the subject site on or before June 2, 2011, including relevant Goodyear properties. Staff received a call from an Avondale resident asking for clarification regarding the proposal. The caller assumed that the owner had a similar establishment in another part of Arizona; this is not the case. He asked general questions regarding the type of business, proposed hours of operation, and if there have been any issues with crime, excessive noise, and employees loitering after hours related to these other businesses he assumed the owner runs. Staff referred the caller to the applicant, but he did not contact Ms. Perez.

Staff attended the neighborhood meeting, and relayed a question staff received from a resident to Ms. Perez regarding the effect similar establishments had on surrounding property values (See Exhibit E). Ms. Perez responded that she did not have that kind of data.

A notice regarding the Planning Commission public hearing at 6:30 p.m. on July 21, 2011 at City Hall was published in the July 5, 2011 edition of the West Valley View. The property was posted with a Planning Commission public hearing notice sign on July 5, 2011. Letters were sent to 60 property owners on or before July 5, 2011. Staff received an email from an Avondale resident asking if a

website she Googled on the internet was the same restaurant and owner as the CUP request. Staff responded it was not; this is the owner's first establishment he will run as a "Cowgirls Steakhouse & Saloon".

A notice regarding the City Council public hearing was published in the July 12, 2011 edition of the West Valley View. The property was posted with a City Council public hearing notice sign on July 6, 2011. Letters were sent to 60 property owners on or before July 12, 2011. No additional comments were received prior to the deadline of this report. The Planning Commission meeting has not yet occurred at the time of this report's deadline. The City Council will be provided with the Planning Commission meeting minutes on the day of the Council Hearing, August 1, 2011.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing at 6:30 pm on July 21, 2011 at City Hall, 10 days prior to this Council meeting. Because of the proximity of the two meetings, Planning Commission's actions on this item are not known at the time of this report's deadline. Staff will provide the City Council with Planning Commission's recommendation, meeting minutes and a verbal summary of the Planning Commission meeting at the Council meeting on August 1, 2011.

ANALYSIS:

In order to grant a Conditional Use Permit, Section 109.B.1, B.2, B.3, B.4, and B.5 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.

i. The proposed use, a restaurant with a night club component, is commercial (Exhibit A). The General Plan Land Use Map identifies the subject property as Commercial. Therefore, the use conforms to the General Plan.

ii. The subject parcel was designed and constructed to meet the City's general guidelines and objectives for development in that area as set forth in the General Plan.

iii. The proposed restaurant with a night club component is compatible with the desired character of the area. The previous use of the building and site was a restaurant. The site and exterior of the building will not be modified.

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 the area, (2) adjacent property, (3) the neighborhood, or (4) the public welfare in general.

i. The remainder of the Alameda Crossing shopping center was designed and constructed with commercial uses. The mix of existing businesses within the shopping center include Kohl's Department Store, Big 5 Sporting Goods, Just Brakes, Full Circle Auto Wash, Jo-ann Fabric and Craft, FedEx Office Print and Ship Center, and other restaurants such as NYPD Pizza, Pei Wei, and Game Time Sports Grill. The proposed use is compatible with these uses and compatible with the development.

ii. The use will not be detrimental to persons residing or working in the area, on adjacent properties, in the neighborhood, or to the public welfare in general. The site plan complies with all zoning, traffic, engineering, fire safety, police safety, and building code requirements. The site has always been identified as commercial development, and developed specifically for a restaurant use.

The live entertainment will occur only indoors, and doors and windows will remain closed during hours of operation. While there will be outdoor dining with background music (satellite radio) on the patio, the area is limited in size and will only accommodate up to 24 seats as stated in the applicant's narrative. Reasonable noise levels are expected from the patio. The building is situated in a part of the shopping center that is approximately 575 feet away from the nearest Avondale residence, with other commercial buildings acting as a buffer. Dysart Road is a busy arterial that separates the site from the neighborhood to its west located in the City of Goodyear. This will also act as a buffer for that neighborhood if there are any concerns with sound.

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 site will not be modified and is an adequate size and shape for the proposed use (Exhibit F). It currently meets all requirements for setbacks, parking, screening, and landscaping, and allows for safe onsite circulation. The existing site features adequate parking and was designed to accommodate vehicular circulation for a restaurant.

The existing site provides safe and convenient access from Dysart Road and good circulation throughout the site.

The Zoning Ordinance requires 1 parking space for 50 square feet of indoor public area, and 1 parking space for 200 square feet of outdoor area. Based on the gross floor area for the building and the patio's square footage, 41 parking spaces are required. The existing number of parking spaces on site is a total of 103 parking spaces, which includes four handicapped accessible parking spaces as required by ADA (Americans with Disabilities Act). The development meets the number of parking spaces required by the Zoning Ordinance.

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.

Primary access closest to the site is available from Dysart Road into the shopping center (Exhibits C and F). No changes are proposed to the approved and constructed points of access to Alameda Crossing. The shopping center was designed to accommodate this type of traffic generation.

e. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

There are no adverse effects anticipated that would require mitigation for approval of this Conditional Use Permit. Three stipulations are included in the recommendation.

Conclusion: Based on the information provided by the applicant, the public input received and the analysis by staff, staff recommends approval of the requested restaurant with night club use. This request meets the required criteria and will conform to the conditions of approval.

FINDINGS:

1. The proposed use (i) is consistent with the land use designation set forth in the General Plan, (ii) furthers the City's general guidelines and objectives for development of the area, as set forth in the General Plan, and (iii) is consistent with the desired character for the surrounding area.
2. The use is (i) compatible with other adjacent and nearby land uses, and (ii) is 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 meets 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-11-0069, subject to the following three stipulations:

1. The Conditional Use Permit approval shall expire two years from its approval date if the night club use does not commence from the CUP's approval date.

2. The Conditional Use Permit shall conform to the narrative, site plan, landscape plan, and floor plans date stamped May 18, 2011.

3. Activity on the patio shall not create noise levels that negatively affect adjacent residential neighborhoods.

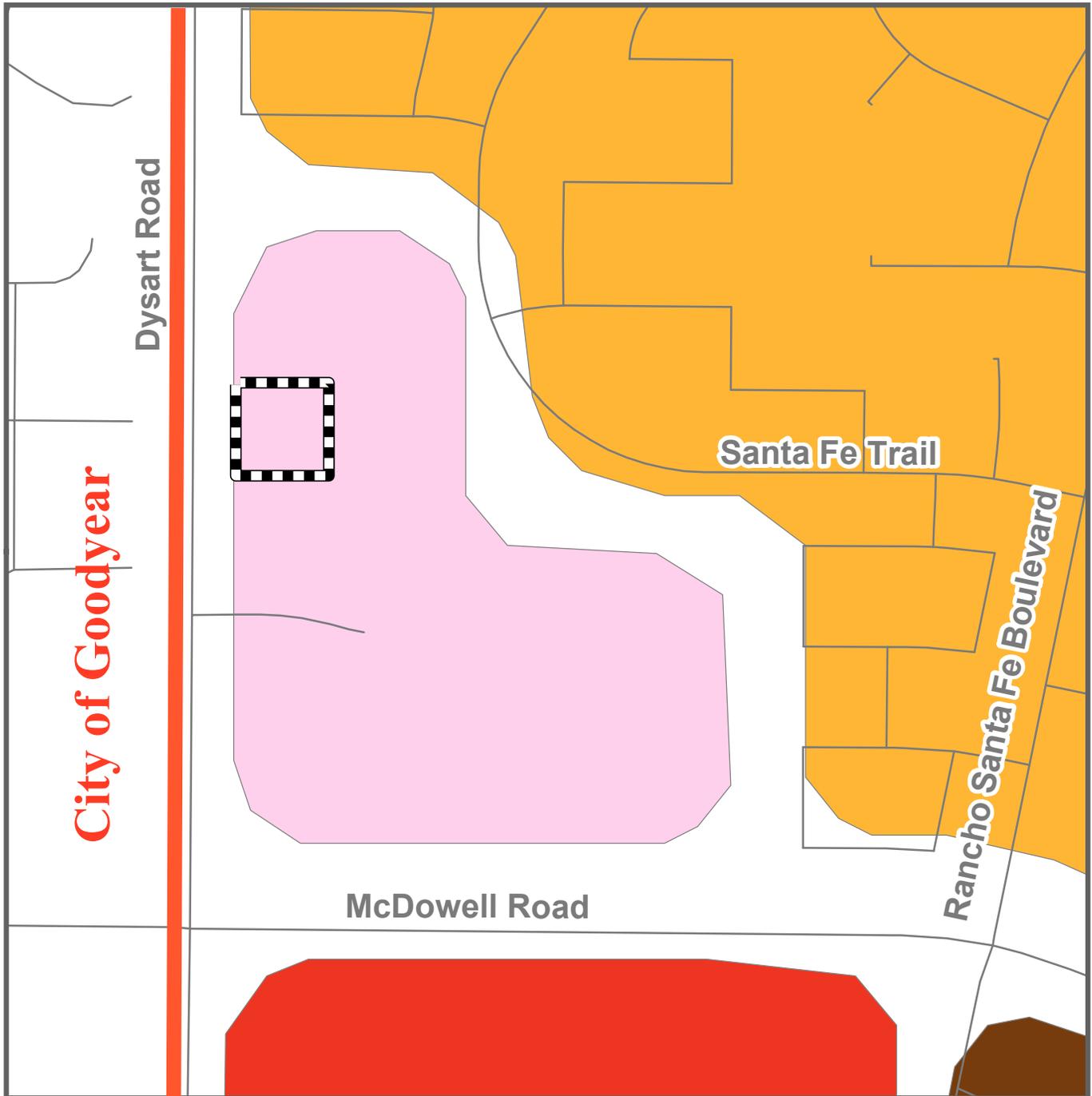
PROPOSED MOTION:

I move that the City Council accept the findings and recommend **APPROVAL** of application PL-11-0069, a request for a Conditional Use Permit for a proposed restaurant with a night club component, subject to the 3 staff recommended conditions of approval.

ATTACHMENTS:

Click to download

- [Exh. A: General Plan Map](#)
- [Exh. B: Zoning Map](#)
- [Exh. C: Aerial Plan Map](#)
- [Exh. D: Summary of Related Facts](#)
- [Exh. E: Neighborhood Mtg. Summary](#)
- [Exh. F: Site/Landscape Plan](#)
- [Exh. G: Applicant's Narrative](#)
- [Excerpt from PC 7.21.11 meeting minutes](#)



Cowgirls Steakhouse & Saloon
PL-11-0069

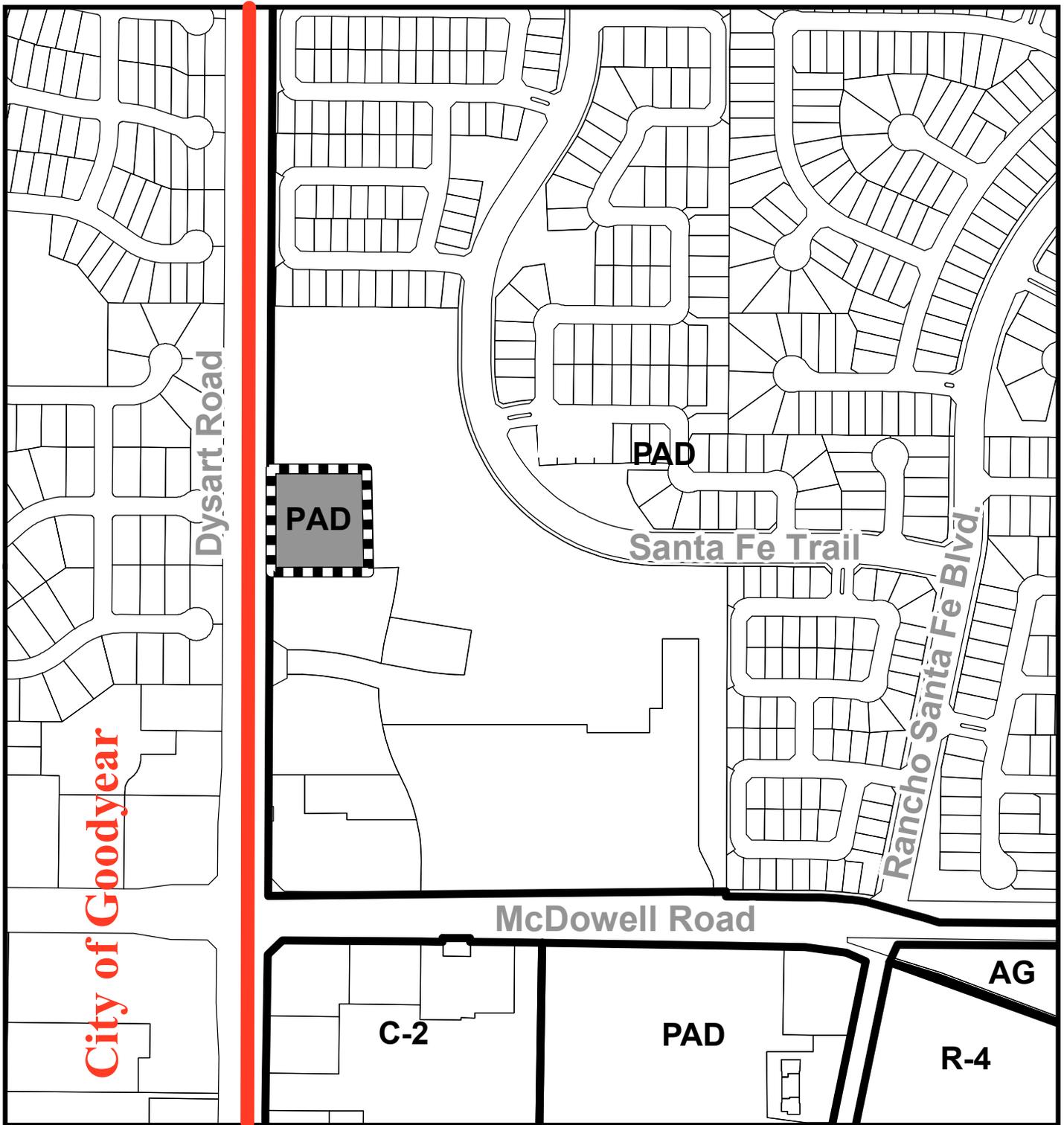
General Plan Land Use Map

- | | |
|--|---|
|  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
Cowgirls Steakhouse & Saloon
PL-11-0069**



Subject Property





**Aerial Photograph 2011
Cowgirls Steakhouse & Saloon
PL-11-0069**



Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION PL-11-0069 COWGIRLS STEAKHOUSE & SALOON*

<i>THE PROPERTY</i>	
PARCEL SIZE	1.55 acres
LOCATION	NWC Dysart and McDowell Roads
PHYSICAL CHARACTERISTICS	Rectangular and level surface, occupied by an approximately 6,700 square foot commercial building.
EXISTING LAND USE	Commercial (Restaurant)
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Rezoned Avondale section of Palm Valley Masterplanned Community September 6, 1994
DEVELOPMENT AGREEMENT	Yes (2002, third amendment), but there are no outstanding issues.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Palm Valley PAD - Single Family Residential (Rancho Santa Fe)
EAST	Palm Valley PAD - Single Family Residential (Rancho Santa Fe)
SOUTH	Community Commercial (C-2) – Commercial (Palmilla Shopping Center)
WEST	City of Goodyear (residential and commercial)

<i>GENERAL PLAN</i>	
The subject property is designated as Commercial on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Litchfield Elementary School District Agua Fria Union High School District
ELEMENTARY SCHOOLS	Litchfield #79 Elementary School (K-8)
HIGH SCHOOL	Millennium High School

<i>STREETS</i>	
Dysart Road	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	3 vehicular lanes, ½ median, bike lane, curb and gutter, landscaping with sidewalk, street lights, plus deceleration lanes
Standard half street improvements	3 vehicular lanes, ½ median, bike lane, curb and gutter, landscaping with sidewalk, street lights, plus deceleration lanes

<i>UTILITIES</i>	
<ul style="list-style-type: none"> Water is served to the site from a private water system within Alameda Crossing. The tap is east of the existing building. 	

**Meeting Minutes
June 21, 2011
Cowgirls Steakhouse & Saloon
Case # PL-11-0069**

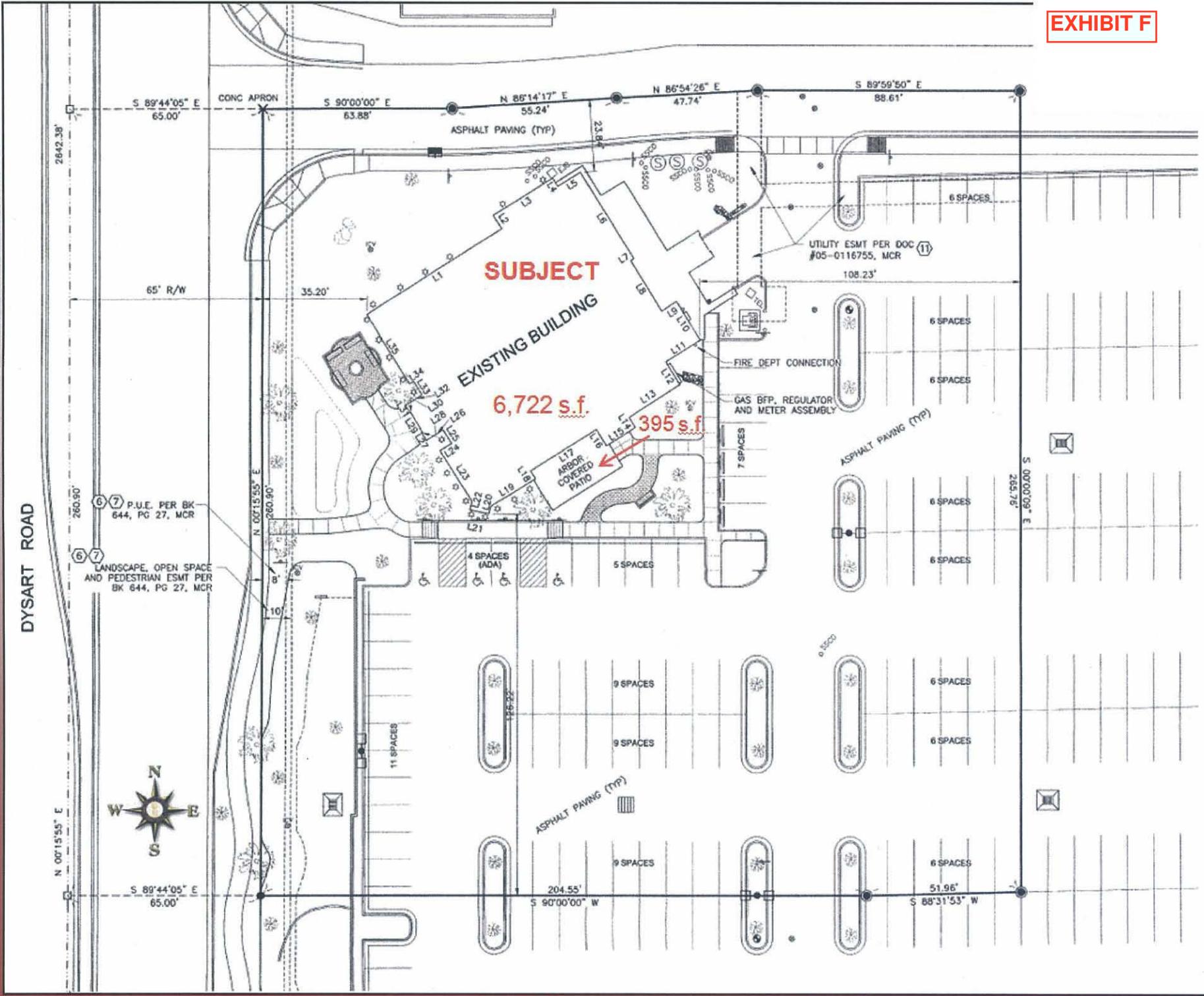
Opening: The public meeting of Cowgirls Steakhouse & Saloon called and held at the City of Avondale 11465 W. Civic Center Dr. Ocotillo Room Avondale, Arizona 85323 on June 21, 2011.

Present were: Rhonda Perez consultant, Al Saleh owner and Stacey Bridge-Denzak Planner with the City of Avondale.

The meeting began at 6:00 pm with no attendees from the public. Rhonda Perez was given a question by a resident regarding information on how an establishment similar to what is being proposed has on neighboring property values. Rhonda Perez does not have that type of information.

Adjournment: The meeting was adjourned at 7:00 pm.

Minutes submitted by: Rhonda Perez



DYSART ROAD

SUBJECT

EXISTING BUILDING

6,722 s.f.

395 s.f.

L17 ARBOR COVERED PATIO



SPACE RESERVED FOR PROFESSIONAL SEAL

12-23-2003

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION. IT SHALL NOT BE REPRODUCED IN ANY FORM, ELECTRONIC OR OTHERWISE, OR DISCLOSED TO OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF MARTINEZ BROS. LANDSCAPING & IRRIGATION.

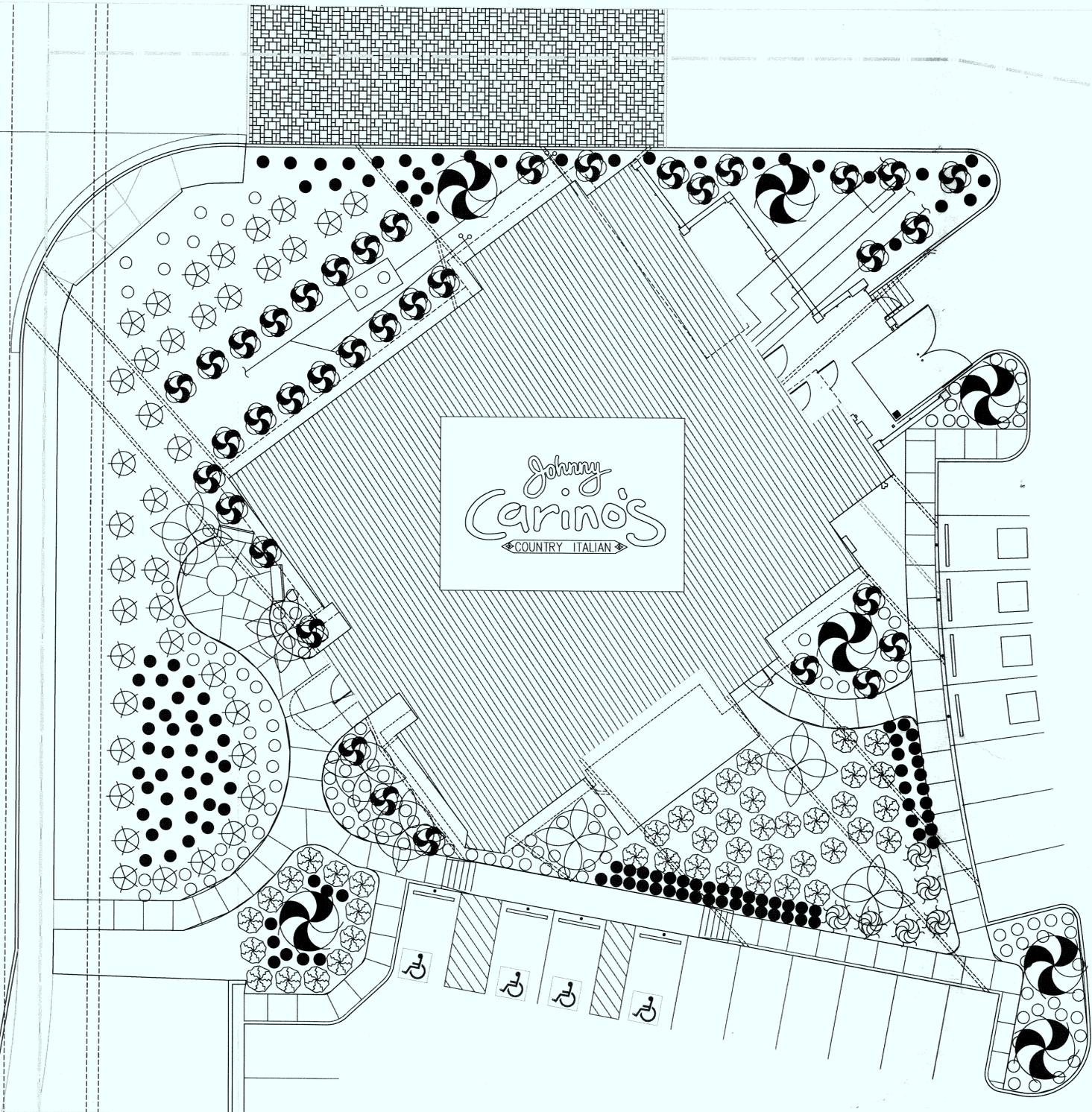
REV	DATE	ECO. NO.	DRAWN	CHECKED

SITE NAME:
**CARINO'S
AVONDALE, AZ**

SITE ADDRESS:
ALAMEDA CROSSING

SHEET TITLE:

DYSART ROAD



PLANT LEGEND

	QTY.	COMMON NAME	SIZE & DESCRIPTION
	7	NATIVE MESQUITE	2" CAL. 8'-12' HGT.
	7	MEXICAN FAN PALM	7' TRUNK HGT.
	38	RED YUCCA	5 GAL.
	37	GREEN CLOUD SAGE	5 GAL.
	43	PETITE PINK OLEANDER	5 GAL.
	6	REGAL MIST	5 GAL.
	129	GOLD MOUND LANTANA	1 GAL.
	124	PURPLE TRAILING LANTANA	1 GAL.

TOTAL LANDSCAPE AREA= 10,153sqft.

PLANT QUANTITIES	PROPOSED
PROJECT TREES	14
5 GAL. SHRUBS	124
1 GAL. SHRUBS	253

NOTE:
ALL LANDSCAPED AREAS ARE TO BE COVERED WITH 1/2" MADISON GOLD DECOMPOSED GRANITE, 2" THICK, 1" BELOW TOP OF CURB UNDERLAID WITH NON-WOVEN POLYPROPYLENE WEED BARRIER.

LANDSCAPE PLAN
SCALE: 3/32" = 1'

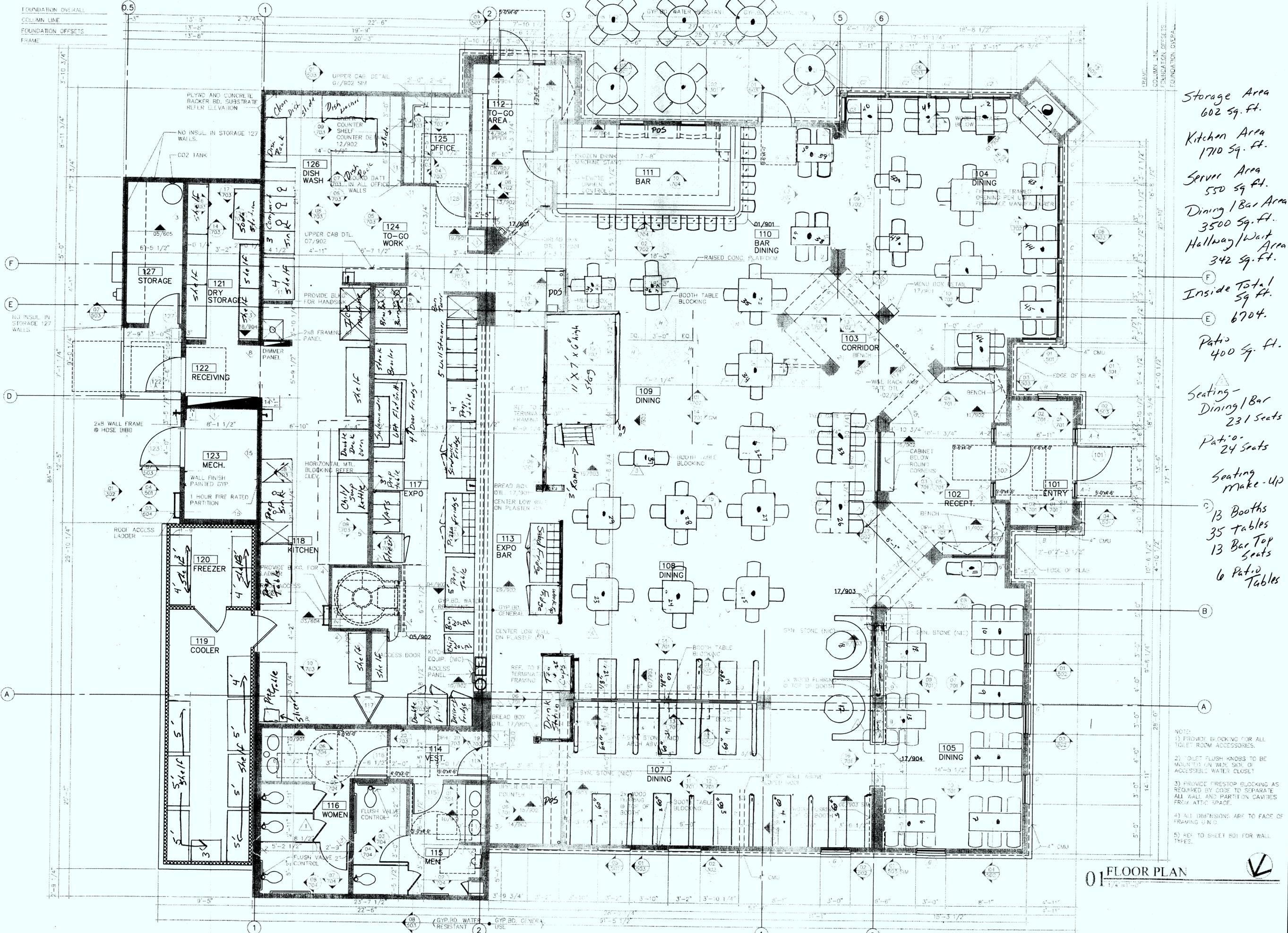


SANDIA FOOD GROUP
Alameda Crossing Avondale, AZ

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER
L1

FOUNDATION OVERALL
 COLUMN LINE
 FOUNDATION OFFSETS
 FRAME



Storage Area
602 Sq. ft.

Kitchen Area
1710 Sq. ft.

Server Area
550 Sq. ft.

Dining / Bar Area
3500 Sq. ft.

Hallway / Wait Area
342 Sq. ft.

Inside Total
59 ft.

6704.

Patio
400 Sq. ft.

Seating -
Dining / Bar
231 Seats

Patio -
24 Seats

Seating
make-up

13 Booths
35 Tables
13 Bar Top
Seats
6 Patio
Tables

- NOTE:
- 1) PROVIDE BLOCKING FOR ALL TOILET ROOM ACCESSORIES.
 - 2) TOILET FLUSH KNOBS TO BE MOUNTED ON WIDE SIDE OF ACCESSIBLE WATER CLOSET
 - 3) PROVIDE FIRESTOP BLOCKING AS REQUIRED BY CODE TO SEPARATE ALL WALL AND PARTITION CAVITIES FROM ATTIC SPACE.
 - 4) ALL DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
 - 5) SEE TO SHEET 501 FOR WALL TYPES.

01 FLOOR PLAN

PERMIT ISSUE:
26 MAY 2004

REVISIONS:

2 JULY 2004	CITY COMMENTS
13 JULY 2004	CITY COMMENTS
23 AUG 2004	SFS REVISIONS

PROTO 84
 DYSART AND MCDOWELL
 AVONDALE, AZ



5600 Greenville Ave.
 Suite 307
 Dallas, TX 75206
 214.361.9901
 Fax 361.9906

Cowgirls Steakhouse & Saloon
Use Permit Narrative

1. Consistency with the General Plan and any applicable Specific Plan.
 - Our proposed use will be consistent with the general plan, we will be consistent with the desired character for the surrounding area.
2. Compliance with the Zoning Ordinance and other city codes and regulations.
 - We will comply with all zoning ordinances and city codes and regulations.
3. General Compatibility of proposed use with adjacent property.
 - Our proposed use will be compatible with other adjacent and nearby land uses and will not be detrimental to persons residing or working in the area, any adjacent property, or the neighborhood or the public welfare in general.
4. Site and building design
 - The site and building design will not be altered from the previous tenants design. We are only doing cosmetic remodeling.
5. Address ingress and egress to the property and proximity to driveways and street intersections in the vicinity of the subject property.
 - Same as previous tenant.
6. Internal vehicular circulation including emergency and delivery vehicles.
 - By us having live entertainment and outdoor dining/outdoor alcohol consumption it will not affect internal vehicular circulation including emergency and delivery vehicles.
7. Pedestrian and alternative vehicle considerations for the proposed use.
 - N/A
8. Volume and character of traffic.
 - The proposed acoustic player will play from 4pm – 8 pm Monday-Sunday. The country band will play from 8pm to 1am Monday – Sunday.
 - We will have 8-40 watt speakers throughout the restaurant for the TV and music system and we will have 11 TV's.
 - We will have 2-40 watt speaker on the patio and 1-42" TV
9. Off-street parking and loading
 - N/A
10. Impact on public services, including utilities, schools and recreation.
 - The proposed outdoor dining/outdoor alcohol consumption will not have an impact. The previous restaurant had utilized their outdoor services.
 - The live entertainment may utilize additional electricity but will have no impact on schools and recreation.
11. Screening and buffering of uses.
 - N/A
12. Proposed outdoor activities or storage.

- We propose to have outdoor dining and outdoor alcohol consumption on the patio. There will be 6 tables and 24 seats. The patio is approximately 400 sq. ft. We will not have any live entertainment on the patio.

13. Hours of operation

- Monday-Thursday 3pm-1am, Friday -Sunday 11am to 2 am.
- In the future we may open for lunch everyday at 11am.

14. Exterior lighting with reference to adjacent properties.

- We will keep the exterior lighting the same as the previous restaurant.

15. Noise, smoke, odor, dust, vibration, or illumination created by the proposed use.

- The proposed live entertainment use is not anticipated to create nuisances of noise, smoke, odor, dust, vibration, or illumination. All live entertainment will be enclosed within the existing building and all doors and windows will be required to remain closed during live entertainment performances.

16. Additional information as needed.

- We will have an 11'X 7' stage that is 6 inches high. This stage will be wheelchair accessible. The acoustic player and band will set up on this stage. On occasions when the band does not come in we will have a DJ. He will set up in the same location. We will not have a dance floor but if the crowd gets up and starts dancing we will move some tables and chairs out of the way.

Excerpt of the Minutes of the Planning Commission meeting held July 21, 2011 at 6:30 p.m. in the Council Chambers, Avondale City Hall.

COMMISSIONERS PRESENT

Michael Long, Chair
Angela Cotera, Vice Chair
Lisa Amos, Commissioner
David Iwanski, Commissioner
Grace Carrillo, Commissioner
David Scanlon, Commissioner

COMMISSIONER ABSENT

Sean Scibienski, Commissioner - excused

CITY STAFF PRESENT

Tracy Stevens, Planning Manager, Development Services Department
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II, Development Services Center
Stacey Bridge-Denzak, Planner I, Development Services Department
Linda Herring, Development Services Representative

PUBLIC HEARING ITEMS:

3. PL-11-0069: This is a public hearing before the Planning Commission to review and solicit public input on application PL-11-0069, a request by Ms. Rhonda Perez for a Conditional Use Permit (CUP) for the “Cowgirls Steakhouse & Saloon”- a proposed restaurant and entertainment establishment at 1733 North Dysart Road, Avondale, providing live music and space for dancing at the Alameda Crossing shopping center. The property is zoned PAD which allows C-2 uses; C-2 requires approval of a Conditional Use Permit for a change in use to include a night club. Staff Contact: Stacey Bridge-Denzak

Stacey Bridge-Denzak, Planner I, Development Services, presented application PL-11-0069, a request for a conditional use permit for a new Cowgirls Steakhouse & Saloon Restaurant. Currently the restaurant is an allowed use, but the addition of live entertainment, which the Zoning Ordinance defines as night club use, requires a conditional use permit. The property is located in the Alameda Crossing Shopping Center, which is bordered by Dysart Road and McDowell Road. To the west is the City of Goodyear, to the south is a shopping center, and the Rancho Santa Fe residential development lies to the northeast. The property is about 1.5 acres and the zoning is currently PAD and allows for Community Commercial (C-2) uses.

Planning Commission Regular Meeting Minutes

July 21, 2011

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Ms. Bridge-Denzak said the night club use would be secondary to the restaurant use, which is the primary use and allowed by zoning. Hours of operation would be Monday through Thursday from 3 p.m. to 1 a.m., and the rest of the week it would be from 11 a.m. to 2 a.m. An acoustic guitar player would perform from 4:00 p.m. to 8:00 p.m., and a country band from 8 p.m. to 1 a.m, Monday through Sunday. Most likely there will not be live performances every evening, but the request for daily use is to avoid having to modify the conditional use permit later, if granted. An outdoor patio of 400 square feet will seat about 24 people and feature a soundless 42-inch TV screen. Two small speakers will emit a low level of background music.

Ms. Bridge-Denzak said conditional use permits require specific findings per the Zoning Ordinance. She reviewed that C-2 uses are allowed with the property's commercial land use category. It is a built-out property, and the owners are not proposing any changes to the building and are not modifying the site itself.

Ms. Bridge-Denzak stated that the use would be compatible with other adjacent and nearby land uses, and not be detrimental to persons working or residing in the area. The shopping center was originally built to include adequate land use buffers, and the existing buildings and wall will also serve as a buffer. Live entertainment will be confined to the indoors, and doors and windows will be closed. There will be minimal noise levels on the patio.

Ms. Bridge-Denzak said the site is adequate in shape and size to accommodate the proposed use. It has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated. The review team raised no issues with this finding. The shopping center already exists and is functioning well. This new use would not warrant any kind of traffic concerns. The restaurant has 103 parking spaces, which is more than the required 43 spaces.

Ms. Bridge-Denzak stated that staff has added a stipulation that addresses noise on the patio. The owner understands that it is in his best interest to maintain appropriate noise levels. The owner has a good reputation as a current business owner in Avondale, and desires to maintain it. Staff recommends approval of this conditional use permit with three stipulations. The Applicant held a neighborhood meeting, but no residents attended it.

Commissioner Iwanski asked whether the restaurant would have live entertainment seven days a week. Ms. Bridge-Denzak explained that most likely this would not be the case. The request simply allows for flexibility in scheduling.

Vice Chair Cotera inquired about the closing time of nearby businesses, and questioned whether it would have an impact on safety. Ms. Bridge-Denzak responded that closing times in the shopping center vary. Public Safety reviewed the plan and do not see issues with the application. Vice Chair Cotera expressed slight concern about extending use times so close to a residential area. Ms.

Planning Commission Regular Meeting Minutes

July 21, 2011

Page 3 of 3

Bridge-Denzak noted that the area is relatively busy with activity not directly related to area establishments. Commissioner Amos used a map to locate another nearby bar/restaurant that she believes is open similar hours.

Commissioner Carillo asked whether the addition of live music would help make the business a success, noting that two other similar establishments closed recently. Ms. Bridge-Denzak said the owner hopes that the addition of live entertainment would be a draw. There is nothing similar to it in Avondale at the moment.

Chair Long invited the applicant to address the Commission. Ms. Rhonda Perez, Arizona Liquor Industry Consultants (ALIC), 1811 South Alma School Road, #268, Mesa, AZ 85210, said ALIC was hired by the owner to submit the application. She emphasized that the owner does not intend to offer live entertainment seven days a week, but wants the flexibility in scheduling without having to go through the permitting process again later on.

Commissioner Iwanski queried whether the owners have any experience in the restaurant/entertainment business. Ms. Perez explained that they own three Native New Yorker restaurants in the West Valley. This is their first experience in offering live entertainment.

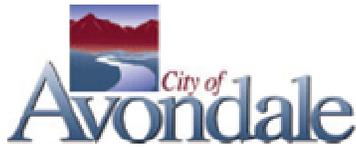
Chair Long opened the public hearing, but when no citizens wished to speak, he closed it.

Commissioner Amos moved to accept the findings and recommend approval of application PL-11-0069, a request for a conditional use permit for proposed restaurant with a night club component, subject to the three staff recommended conditions of approval. Commissioner Carillo seconded.

ROLL CALL VOTE

Commissioner Carrillo	Aye
Commissioner Scanlon	Aye
Vice Chair Cotera	Aye
Commissioner Amos	Aye
Commissioner Iwanski	Aye
Commissioner Scibienski	Excused
Chairman Long	Aye

The motion carried 6-0.



CITY COUNCIL REPORT

SUBJECT:

Resolution 2995-811 - Renewal of IGA with Maricopa County to operate the Community Action Program

MEETING DATE:

August 1, 2011

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Department (623) 333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of \$141,503 to operate the community Action Program (CAP) during fiscal year 2011-12.

BACKGROUND:

The Community Action Program began serving residents of Avondale in 1964. Services are provided to the resident of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for crises and thus find themselves having to ask for assistance when the breadwinner is temporarily laid off, when an accident causes a disability, or when an elderly parent or newborn joins the family.

DISCUSSION:

In the current fiscal year, the service area for Avondale changed to include additional unincorporated areas north to Glendale Avenue including all of Litchfield Park, and east/south to Laveen and the unincorporated areas surrounding but not including Tolleson. Funding for this increased service area was increased by \$24,741 to \$141,503.

Community Action Program services include: information and referral; advocacy; crisis intervention; emergency food box referral; employment search; energy education; and housing, rental, and energy assistance. Staff provide assistance to residents facing personal or economic emergencies, or crises such as loss of home, job, or household income. Each family applying for assistance is offered case management services which provide a structure in which family members receive information and learn skills which assist them in reducing emotional and financial crises in the future.

BUDGETARY IMPACT:

The proposed budget for FY 2012 is \$246,036 This amount includes \$141,503 from the Maricopa County Board of Supervisors, \$20,000 from the City of Goodyear, and \$84,533 from the City of Avondale's General Fund. The General Fund portion is included in the Proposed FY 2012 budget.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of \$141,503 to operate the community Action Program (CAP) during FY 2012.

ATTACHMENTS:

Click to download

 [Resolution 2995-811](#)

RESOLUTION NO. 2995-811

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR A GRANT AWARD TO OPERATE THE COMMUNITY ACTION PROGRAM FOR FISCAL YEAR 2011-12.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Second Amendment to the Intergovernmental Agreement (No. C-22-10-084-3-02) between the City of Avondale (the “City”) and Maricopa County for a grant award to operate the City’s Community Action Program for Fiscal Year 2011-12 (the “Second Amendment”) is hereby approved substantially 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 Second Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, August 1, 2011.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2995-811

[Second Amendment to the Intergovernmental Agreement]

See following pages.



AMENDMENT # 2
 TO THE INTERGOVERNMENTAL AGREEMENT
 BETWEEN
MARICOPA COUNTY
 ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
 AND
 CITY OF AVONDALE



Total Contract Amount: \$ 141,503.00
 Contract Term Start Date: July 1, 2011
 Contract Term End Date: June 30, 2012

This Amendment #2 ("Agreement"), amending the original Agreement executed July 8, 2010, as amended, is entered into pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between Maricopa County, administered by its Human Services Department ("County" or "Department") and the City of Avondale, acting by and through its Mayor and City Council ("Contractor"). The County and Contractor are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the County.

WHEREAS, the Contractor is empowered by Arizona Revised Statutes §§ 9-240, 9-500.11, 11-952 and 46-241 *et seq.* to enter into this Agreement, and has by resolution, delegated the undersigned the authority to execute this Agreement on behalf of the Contractor.

The Contractor, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein.

The purpose of this Amendment is to address the following:

- I. Extend the contract term for one additional year to end June 30, 2012.

Amend Section II - Special Provisions: Paragraph Q is deleted in its entirety and replaced with the following:

Q. CONTRACT TERM AND OPTION TO EXTEND

1. The term of the Agreement shall commence **July 1, 2011**, and shall end on **June 30, 2012**, unless terminated, cancelled, or extended as otherwise provided herein.
2. The Contractor shall **not** provide services prior to contract term commencing or after the end date of the Agreement.

3. Upon execution of this Agreement and incurring allowable expenses within the contract term, the Contractor shall invoice the County per Section V, Compensation, under this Agreement.

- II. The Agreement amount is not to exceed \$141,503.00 and is subject to Section I, General Provisions' Paragraph F, AVAILABILITY OF FUNDS, under this Agreement.
- III. Amend Section I - General Provisions: Paragraph **JJ** is deleted in its entirety and replaced with the following:

JJ. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and **Arizona Executive Order 2009-09**, which mandates that all persons shall have equal access to employment opportunities.

- IV. Amend Section I - General Provisions: Paragraph **M** is deleted in its entirety and replaced with the following:

M. NON-LIABILITY

The County shall not be liable for purchases or contracts made by the Contractor, any Subcontractor, or any officer, representative, agent, or employee of the Contractor or any Subcontractor in connection with this Agreement.

- V. Amend Section I - General Provisions: Paragraph **N** is deleted in its entirety and replaced with the following:

N. INDEMNIFICATION

1. Indemnification

To the extent permitted by law, the Contractor shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss

or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor and any of its Subcontractors, or any of the directors, officers, agents, or employees of Contractor and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor and any of its Subcontractors from and against any and all claims. It is agreed that the Contractor and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

VI. Amend Section I - General Provisions: Paragraph FF is deleted in its entirety and replaced with the following:

FF. INSURANCE REQUIREMENTS

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *“The County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”*.

b. Policy shall contain a waiver of subrogation against the County, its departments, agencies, boards, commissions, and its officers, officials, agents,

and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *“The County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”*.

b. Policy shall contain a waiver of subrogation against the County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation against the County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Work Statement under this Agreement.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies, except

Worker's Compensation and Professional Liability insurance, are to contain, or be endorsed to contain, the following provisions:

1. The County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees and the Contractor shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Agreement.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its contract with the Contractor.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the County. Such notice shall be sent directly to Maricopa County Human Services Department (Attn: Community Services Division), 234 N. Central Avenue, Ste 3000, Phoenix, AZ 85004, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirement listed in this Agreement. If the Contractor or its Subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the Agreement or Contractor's Subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement's contract term. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Maricopa County Human Services Department (Attn: Community Services Division), 234 N. Central Avenue, Ste 3000, Phoenix, AZ 85004. The County's Agreement number is to be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

F. **EXCEPTIONS:** In the event the contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements may, based upon the sole discretion of the County, not apply. Such public entity may, based upon the sole discretion of the County, provide a Certificate of Self-Insurance.

VII. Amend Section II - Special Provisions: Paragraph N is deleted in its entirety as follows:

N. INSURANCE REQUIREMENTS

~~The City is a public entity and is self insured. The City shall provide the Department a Certificate of Self Insurance.~~

VIII. Include a revised Attachment A, Facility Location Chart, and a revised Attachment C, Operating Budget, attached hereto and incorporated herein.

IX. The foregoing paragraphs contain all the changes made by this Amendment. Except as amended herein, all other terms and conditions of the Original Agreement, as amended, remain in full force and effect.

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF AVONDALE

APPROVED BY:
MARICOPA COUNTY

Marie Lopez Rogers, Mayor

Andrew Kunasek, Chairman

Date: _____

Date: _____

Attested To:

Attested To:

Carmen Martinez, City Clerk

Fran McCarroll, Clerk of the Board

IN ACCORDANCE WITH THE REQUIREMENTS OF ARIZONA REVISED STATUTES §§ 11-952(D), 11-201 AND 11-251, 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 WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF AVONDALE

MARICOPA COUNTY

By: _____
Andrew J. McGuire, City Attorney

By: _____
Deputy County Attorney

Date: _____

Date: _____